

**AGREEMENT
BETWEEN
MEGGITT AIRCRAFT
BRAKING SYSTEMS CORPORATION
AND
INTERNATIONAL UNION UNITED
AUTOMOBILE, AEROSPACE, AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA AND
ITS AMALGAMATED
LOCAL NO. 856, U.A.W.**

EFFECTIVE April 1, 2014





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AGREEMENT
Between
MEGGITT AIRCRAFT BRAKING SYSTEMS CORPORATION
and
INTERNATIONAL UNION
UNITED AUTOMOBILE, AEROSPACE and
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA
and its
AMALGAMATED
LOCAL NO. 856, U.A.W.

IDENTIFICATION OF PARTIES

- 1 This Agreement entered into by and between the Meggitt Aircraft Braking Systems Corporation having its place of business at Akron, Ohio, hereinafter referred to as the "Company," and the International Union United Automobile, Aerospace and Agricultural Implement Workers of America and its Amalgamated Local No. 856, U.A.W., hereinafter referred to as the "Union," representing employees as hereinafter defined in the factories of the Company at Akron, Ohio and vicinity.
- 2 WITNESSETH: The mutual desire of the above parties being to continue to promote cooperation and harmony and to formulate rules to govern relations between the Union and the Company, the parties hereto agree as follows:

ARTICLE I. COVERAGE**Section 1. Recognition**

- 3 The Company recognizes the Union as the exclusive Bargaining agent for its employees inclusions and exclusions as set forth in the certifications of representatives by the National Labor Relations Board following elections, or as mutually agreed between the Company and the Union.
- 4 It is agreed that the term employees for the purpose of this Agreement includes the hourly rated production, shipping, receiving, stores, maintenance, inspection, and production control employees of the Company, except those employees working in the capacity of office employees or in a supervisory capacity.
- 5 It is understood and agreed that the following employees are excluded from coverage in this contract: All other salaried employees, all supervisory, clerical, engineering, and plant protection employees.
- 6 The Company agrees to meet and bargain with the accredited representatives of the Union on all matters pertaining to hours of work, rates of pay, wages, classification write-ups, working conditions, and all other subjects of employer/employee relations, affecting the employees in the bargaining unit (except as limited by Article X, Section 14 below).

ARTICLE II. SENIORITY**Section 1.****Seniority Definition and
Classification List**

- 7 Seniority is continuous service with the Company, compiled by the time actually spent on the payroll plus properly approved absences as herein after specified. After the effective date of this Agreement, should more than one person hire in on the same day, seniority will be determined by the last four digits of the new hire's Social Security Number. The person with the highest number will be placed first on the seniority listing. The second highest number will be placed second on the seniority listing, etc. In the event the last four digits are identical, the last five digits will be used.

- 8 Employees coming into the bargaining unit from non-bargaining unit departments or divisions of the Company who have never previously worked on jobs within the bargaining unit in the Company shall have no seniority for job rights purposes and their seniority for job rights within the bargaining unit shall begin with their date of entry into the bargaining unit.

- 9 Seniority shall be by job and grouping as set forth in Appendix A. Jobs for seniority purposes, shall include the subdivisions (where there are subdivisions) except as provided in a specific list of job classifications approved by the Union and the Company, in which it is agreed that each subdivision shall be considered separately for seniority purposes.

- 10 N-110 Carpenter
- N-180 Electrician
- N-210 Fireman (Power House)
- N-235 Grinder (Tool Cutter/Gage)
- N-255 Equipment Repair (Specialist)
- N-295 Jig Bore
- N-322 Mechanic (Air Condition & Refrigeration Specialist)
- N-355 Utility Mechanic
- N-356 Maintenance Sheet Metal Work
- N-375 Building Mechanic
- N-411 Pipe Fitter
- N-570 Service and Maintenance (Electric Truck and Battery)
- N-680 Template Maker
- N-715 Tool and Die Maker
- N-720 Tool and Die Heat Treat
- P-1530 Inspection (Machine Shop Tools, Dies, Jigs, Fixtures)

Section 2. Probationary Employees

- 11 All new employees of the Company shall be considered as probationary employees. The Company shall have a probationary period of ninety (90) days worked in which to evaluate probationary employees. Probationary employees will be given a performance progress evaluation by supervision at least once every two (2) weeks. The Union agrees that it shall not represent any probationary employee for matters arising out of the first thirty (30) days of employment. After thirty (30) days, if a request is made to supervision, the Union representative will be advised of the new employee's performance.

- 12 The Union shall then have the right to represent such probationary employee for layoff and discharge and the arbitrator may give such employee redress only if the Company's action was capricious and discriminatory. It is further understood that the Union may represent such probationary employee in all other matters after the first thirty (30) days except for transfer and release.
- 13 The Company will not be obligated to recall employees laid off before completing their probationary period, but if such employee is rehired within one (1) year, they shall be credited with actual time spent on the payroll during such period.
- 14 After employees have finished their probationary period they shall be entered on the seniority list of their classification and shall rank for seniority from date of latest original hiring.

Section 3. Reserved

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Section 4. Loss of Seniority

- 16 An employee shall lose his seniority for the following reasons only:
 - 17 (a) He quits.
 - 18 (b) He is discharged and the discharge is not reversed through the grievance procedure.
 - 19 (c) He is absent from work for seven (7) calendar days without specific prior notification, or without being

excused, will be sufficient cause for removal of any employee from the payroll. An employee whose service is so terminated shall be reinstated only if he supplies evidence that his failure to comply with the terms of this provision was justified by reasonable excuse.

- 20 Any employee unable to report for work on his regular shift at the required starting time must under normal conditions call the gatehouse at least one (1) hour before the start of his scheduled shift and report off from work, phone number 330-796-3608.
- 21 When the employee reports off, he will state his department, clock card number, and reason he is unable to report for work.
- 22 Failure to report off properly, or absence without acceptable reasons for not reporting may be cause for disciplinary action.
- 23 (d) If he is recalled, while not on the active payroll, and does not return to work within five (5) working days when called for a vacancy in the highest job he held in any seniority grouping. Exception shall be made by the Company to paragraphs (c) and (d) of this section, provided circumstances warrant such leniency. If the disposition made in such cases is not satisfactory, the matter shall be subject to the grievance procedure.
- 24 (e) He has been laid off and has exhausted his recall rights under Article II, Section 14.
- 25 (f) He has been placed on a Leave of Absence and is no longer accruing service.

- 26 In the event there is an error in the layoff or recall of an employee, such error must be called to the attention of Human Resources within sixty (60) days from the expiration of the employee's recall rights as herein above provided. Such error shall be corrected immediately without loss of seniority, upon written notification to Human Resources by the employee.

Section 5. Notice of Layoff

- 27 When an employee is laid off due to curtailment of production, or for other reasons beyond the employee's control, the Company will give three (3) days advance notice to said employee. If the employee laid off has not had the opportunity to work three (3) full days after notice of layoff, he shall be paid in lieu of work for that part of the three (3) days during which work was not available, at the hourly rate of pay which he was earning at the time he received his notice of layoff. Any employee who has not received a notice due to absence from work will be entitled to layoff notice for only such part of the three (3) days that remains in the period in which he would have been notified had he been at work.
- 28 The Management will give three (3) days notice of layoffs to the Chief Steward concerned, with a copy to the Financial Secretary and the Chairperson of the Executive Bargaining Committee of the Union on the same date of the posting and it shall also furnish to said Financial Secretary and Chairperson of the Executive Bargaining Committee notice of all employees recalled to work and the disposition thereof; also the disposition of veterans who return within ninety (90) days after discharge. The layoff notice will show seniority date.

- 29 When possible, the Company will provide notice of a layoff prior to the 15th of the month in which the layoff is to occur.

Section 6. Reserved

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Section 7. Seniority List Posting

- 31 The Company shall keep the seniority list up to date at all times and it shall be posted in the respective department, by jobs for that department. The centralized seniority list, by jobs, shall be maintained in Human Resources and shall be available for inspection by the Union representatives and individual employees at all times. A copy of the centralized seniority list will be sent to the Executive Bargaining Committee upon request.

Section 8. Seniority, Division Committeepersons and Chief Stewards

- 32 Division Committeepersons and Chief Stewards shall head the seniority list of their respective districts on their respective shifts during their terms of office.
- 33 The Union agrees to give written notice to the Company of all new Chief Stewards and Division Committeepersons and also agrees to notify the Company in writing of the expiration of the terms of office of the above mentioned groups. This will be signed by the Recording Secretary of the Union and will be the official notification to be recognized in these offices by the Company.

Section 9. Seniority, Representatives

- 34 The duly elected Executive Bargaining Committee (not to exceed three members) plus the Skilled Trades Chairperson, who are employees of Meggitt Aircraft Braking Systems, shall head the seniority list of the entire Bargaining Unit during their terms of office and will, in all cases, work on first shift of their respective divisions, except weekend overtime as fill-in for refusals on the original schedule.
- 35 The Union representatives recognized by the Company for seniority purposes, are the members of the Executive Bargaining Committee and the Skilled Trades Chairperson.

Section 10. Laid-Off Employees-Preference

- 36 No new employees shall be hired while employees with seniority and ability to do the work required are still on the laid-off list in that job. When the laid-off list of any job is exhausted by recall, the Union will be notified.
- 37 Preference in the order of seniority will be given to other qualified laid-off employees.
- 38 A laid-off employee may job bid for any job that is posted on the job posting board, per Article II, Section 17 of the Basic Labor Agreement.
- 39 If any grievance is processed to arbitration under this Section protesting the (I) Company's award of the job or (II) the removal of the employee from the job within the first thirty (30) working days, for inability to perform the work, the arbitrator shall not substitute his judgment for that of the Company unless such action was

discriminatory, capricious, arbitrary, or failed to consider the work experience submitted or performed by the employee. Any employee, so removed, shall revert to his former laid-off list, and his status shall be the same as immediately prior to his being placed on the job.

Section 11. Reserved

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Section 12. Employee Defined

41 For the purpose of this article dealing with seniority, the word "employee" means any employee who has seniority.

Section 13. Layoff

- 42 Where there is a decrease of force in any job, this procedure shall be followed:
- 43 When the employee is laid off, he must advise Human Resources of what jobs he will accept recall to on the form provided to him by the Company. It is the responsibility of the employee to return the completed form to Human Resources within twenty-four (24) hours after receipt. If the employee fails to advise Human Resources of the classifications to which he will accept recall, he will be placed on recall only to the classification from which he is being laid off. The Company is obligated to recall the employee to these jobs ONLY.
- 44 (a) Probationary employees shall be the first to be laid off. The layoff of such probationary employees shall go deep enough to accommodate the declared surplus of labor provided that employees having seniority are qualified to

perform the work done by these probationary employees and exercise their seniority and accept the applicable rate.

- 45 (b) (1) If further reductions are required and the removal of additional employees would result in the layoff of employees with one (1) or more years of seniority, an equivalent number of senior employees, who have previously applied, in writing, for optional layoff, shall be placed on optional layoff. Employees may sign the optional layoff form at any time. Employees will be given a copy of this signed optional layoff form. Employees exercising such option will become the lowest seniority person in that classification (for layoff purposes only) and will not exercise any bumping rights as otherwise provided in this Agreement. Employees may remove themselves from optional layoff at any time prior to their name being posted for layoff.
- 46 Employees on optional layoff will be recalled in accordance with Article II, Section 14, paragraph (h).
- 47 (2) If, after applying the provisions of paragraph (b)(1) above, further reductions are required, the provisions of paragraph (c), below, shall be applicable. Notice of layoff will be posted in the departments affected at the earliest possible time.
- 48 (c) Employees will be laid off according to seniority in their respective jobs on an inter-plant basis in conformation to their group seniority list and Appendix A, subject to the following:
- 49 (1) An employee who has received notice of layoff may exercise his seniority in jobs in his seniority group below his present job as set forth in Appendix A.

- 50 (2) An employee being laid off from any seniority group including Group X will be offered the opportunity to bump the youngest employee in Group X before being laid off from the plant.
- 51 (3) An employee who has received notice of layoff and who has changed Appendix "A" groups by a promotion (job of higher rate) under Article II, Section 17, may, before being laid off from the plant, exercise his seniority only in the job from which he was promoted.
- 52 (4) An employee who has received notice of layoff and who has exhausted all available bumping opportunities as described in the preceding paragraphs, may bump into the highest Level I, II, III, or IV classification which he previously successfully held provided his current seniority will enable him to remain in the classification. Individuals utilizing this provision to bump into a Level III classification must have successfully held the Level III classification within the five (5) year period immediately preceding the date of the current layoff notification or must successfully pass the test required for the classification into which they are bumping. Individuals utilizing this provision to bump into a Level IV classification must have successfully held the Level IV classification within the three (3) year period immediately preceding the date of the current layoff notification or must successfully pass the test required for the classification into which they are bumping.
- 53 (5) An employee who has been given the opportunity and has refused to bump into lower classifications in his group or into Group X will not be recalled to such classifications, unless employee decides to bypass lower classifications in his group or Group X to bump into "previously held" level

Section 21. Absence Due to Illness

- 146 No employee shall lose his seniority because of absence due to illness, including pregnancy, provided satisfactory evidence is presented of the inability to perform work because of such illness. The parties may at any time, by mutual agreement, direct that any employee be examined by a medical doctor to be selected by the Company and the Union Bargaining Committee. Seniority shall be accumulative for the first twenty-four (24) months of such illness. Such employee shall be reinstated according to seniority. If the employee is physically unable to do the same work or similar work to that which he was doing prior to leave, the Company will endeavor to find suitable work for such employee and will consider recommendations from the Union.
- 147 In the event there is a disagreement between the employer's physician and the employee's physician regarding the medical evidence presented at the time of return from injury or illness, the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician, after examination of the employee and consultation with the other two physicians, shall decide such question. The expenses of the third physician shall be borne jointly by the employer and the employee.
- 148 An employee who is unable to work due to a disability caused by an injury in the plant or from an occupational illness, shall accumulate seniority and all benefits that accrue thereto for a maximum period of three (3) years, provided he furnishes satisfactory evidence of his continuing disability.

- 141 (e) If no vacancy exists under paragraph (c) above, the employee shall be moved in line with his seniority to a job he is qualified to perform (lowest seniority person is replaced by a restricted employee):
- (1) Within his department
 - (2) In his Appendix A Group line
 - (3) Within the plant
- 142 (f) If the medically restricted employee is disqualified from the job on which he is placed, he will, as soon as possible, be placed on another job in the same manner as before.
- 143 (g) Any employee who has been medically restricted or placed on a job in line with this section and then signs a job posting, such signing will not be recognized unless the job bid is approved by the Medical Department. The Medical Department shall review medically restricted cases, as appropriate, in view of removing them from medical restriction. Any job bid denied under this paragraph will be reviewed by the Union Bargaining Committee and the Vice President Human Resources or his representative.
- 144 (h) If the employee is medically placed the second time and is medically disqualified from this placement, his case will be reviewed by the Medical Department, the Union Bargaining Committee and the Vice President Human Resources for disposition.
- 145 (i) In any event, an employee unable to hold or obtain a job will be laid off, and will receive SUB payments, if eligible.

- 135 Employees may submit new shift preference forms at any time, but they will only be honored, except for the exception of an increase or decrease in staffing, each July and January.

Section 19. Reserved

136

Section 20. Medically Restricted

- 137 (a) In case of layoff, recall, or transfer, special consideration shall be given to the employees who have suffered disabilities in the plant, compensable under Ohio Workers' Compensation Laws, that might prejudice their securing employment elsewhere.
- 138 (b) These sections dealing with seniority shall in no way be construed as requiring the Company to employ or retain a worker on a job which he is mentally or physically unable to perform.
- 139 (c) When an employee cannot perform work due to health or conditions that are harmful to the employee (Medically Restricted), the employee shall be transferred by Human Resources to vacancies which may exist and which he is able to perform:
- (1) Within his department
 - (2) In his Appendix A Group line
 - (3) Within the plant
- 140 (d) These moves will be made only after they have been reviewed by the Union Bargaining Committee and the Vice President Human Resources or his representative.

- 127 In all cases of shift change, employees directly affected by such change will be given seven (7) days advance notice thereof whenever possible.
- 128 Probationary employees will work whatever shift assigned for the first thirty (30) working days.
- 129 All shift preferences must be in writing and signed by the employee.
- 130 The most recently dated shift preference shall remain in effect until signed by a new preference form.
- 131 Departmental management will utilize the most recently filed shift preference to develop the shift alignment for each department.
- 132 Each employee will have until 11:59 P.M. on June 14th and December 14th of each calendar year to inform departmental management of their decision to refuse their first preference which shall automatically become their last preference. If this should occur, departmental management shall realign the shifts based on the most recent information.
- 133 The shift alignment for each department will be posted no later than June 16th and December 16th of each calendar year.
- 134 There shall be no changes until the following July or January once the final shift alignment is posted, with the exception that changes may occur if there is an increase or decrease in the staffing level of the department. In such cases, a shift alignment would occur only in the classification in which there was an increase or decrease in personnel.

service shall be given first or second preference in that order, according to their seniority.

- 124 Any seniority employee may indicate in writing on the form provided by the Company his shift preference in triplicate, one copy to the supervisor, one copy to Human Resources to place in the employee's file, and the other to be retained by the employee. Expressions of new preferences will be accepted in writing up to December 1 and June 1 only. If the new preference is not in prior to the above dates, the new preference will not be honored for six (6) months. Human Resources shall post a notice reminding employees of their right to express their preference. After preferences have been indicated, placements will be made on the basis of seniority as soon as possible but not later than thirty (30) days thereafter. Employees not so placed will be offered vacancies on preferential shifts as they occur. Upon acceptance, they will be transferred as soon as possible but not later than thirty (30) days thereafter. If an employee rejects a shift for which he has indicated a preference, such rejected shift will automatically become his last preference.
- 125 Temporary changes of shift at other times may be made only by arrangement with the other senior employee affected and subject to the approval of the supervisor and Chief Steward, not to exceed sixty (60) days in any six (6) month period. Exceptions will require the approval of the Executive Bargaining Committee.
- 126 Employees transferring into a new or different department as a result of layoff will be placed on their preferred shift according to seniority no later than the second Monday following the day the laid off employee presents a copy of his current shift preference form to the new supervisor.

- 118 If the individual(s) awarded the job is not transferred to the new classification within thirty (30) working days, beginning on the thirty-first (31st) day, the individual(s) will be compensated at the rate of the awarded classification, if it is higher than their current classification.
- 119 In no event shall the Company be required to change the classification of more than twenty (20) percent of the employees in the same classification from any one department within any six (6) month period.
- 120 In reference to those jobs that are not subdivided as to "A" or "B", there will be one posting for the classification.
- 121 In the event individuals who are on layoff with recall rights and not working in the plant make application for the above opening under the provision of Article II, Section 10, and meet the employment qualifications for the job, they shall be considered in seniority order as though there were not on layoff. In no event will new hires be considered if there are qualified bids.
- 122 If any grievance is processed to arbitration protesting the Company's award of the job under (a), (b), or (c), the arbitrator shall not substitute his judgment for that of the Company unless such filling of the vacancy was discriminatory, capricious, arbitrary, or failed to give some consideration to the work experience on related or similar jobs which the applicant had submitted.

Section 18. Shift Preference

- 123 Seniority shall govern shift preference of all employees in the unit covered by this contract. Employees in the same department in the same classification with the longest

desiring a change in job classification, shall file a written job bid for such change with Human Resources specifying the classification desired and the work experience upon which the applicant claims to be qualified. Human Resources shall furnish the employee with a duplicate copy of the job bid. An employee may file a job bid on each job that is posted. Once the job has been filled, all job bid applications for that job will be voided.

- 111 (c) The eligibility for job bids is as follows:
- 112 (1) Employees on the active payroll bidding on a higher paying job shall be eligible to bid such job if they have been on their current job for at least six (6) months.
- 113 (2) Employees on the active payroll bidding on an equal or lower paying job shall be eligible to bid on such job if they have been on their current job for at least twelve (12) months.
- 114 The provisions of Paragraphs (1) and (2) do not apply to employees on layoff.
- 115 The above provisions apply to job bids and do not prevent the promotion of employees to a higher classification in periods less than that specified in paragraph (a) above.
- 116 Employees awarded a job through the bidding procedure must accept the award.
- 117 Once the job has been awarded, the Company will transfer the individual(s) awarded the job to the new classification at the earliest convenient opportunity, but not later than thirty (30) working days following the date of the bid award.

entry, and the expected length of the course of study. He shall confirm the continuation of his school attendance at annual intervals thereafter.

- 106 If such an employee leaves the college, university, or school to enter the Armed Services, and so notifies the Company in writing and otherwise fulfills the requirements of paragraph (b) of this section, will accumulate seniority for the full part of time spent in such service.
- 107 (g) Reinstatement of Employees from Leave of Absence-
-Employees returning from leave of absence without pay will be reinstated in accordance with the seniority rules of the contract. Failure to return to work at the end of such leave shall be considered as a voluntary resignation.
- 108 (h) An employee returning from leave shall notify the Company of his intention to return to work at least three (3) working days in advance.

Section 17. New Jobs

- 109 (a) When a new job or a vacancy on an old job occurs within a department and it is to be filled by promotion, preference in filling the job shall be given the employee, ability being equal, who has the greatest seniority in the classification from which the promotion is being made to a job of higher pay. In case such a classification change is about to be made involving an employee with lesser seniority, the Company will notify the Union representative concerned at the time the change is about to be made.
- 110 (b) Human Resources will post all jobs, not filled by promotion, on a plant-wide basis for three (3) working days. Employees on the active payroll, or on layoff,

or appointed to a non-civil service public office shall be reinstated upon application, provided he can qualify under the seniority rules, is physically capable of performing the work required, and applies for re-employment within thirty (30) days after the end of his tenure in such office.

- 103 The employee shall notify the Company in writing of his intention of accepting such public office and shall inform the Company of his status at annual intervals thereafter. Such employee shall accumulate service not to exceed a total of six (6) years for any or all such periods.
- 104 (e) Peace Corps -- An employee who leaves the employment of the Company to enter service in the Peace Corps (Act 22USCA2501) shall be reinstated, upon application, provided he can qualify under the seniority rules, is physically capable of performing the work required, and applies for re-employment within ninety (90) days following the completion of not more than two (2) years of such service. Seniority will accumulate during the full period of time spent in such service.
- 105 (f) Advanced Education -- An employee who leaves the employ of the Company in order to attend an accredited college or university or a recognized trade or vocational school on a full-time basis which is the equivalent of twelve (12) or more college quarter hours shall be reinstated, upon application, provided he can qualify under the seniority rules, is physically capable of performing the work required and applies for reemployment within thirty (30) days after leaving the college, university, recognized trade or vocational school. The employee, upon reinstatement, shall be given the service he had when he left the Company. The employee shall notify the Company in writing of the name of the school, date of

Legislation which may be passed, shall be reinstated upon application, pursuant to the terms, conditions, and obligations of applicable Federal statute governing veterans' re-employment rights in conjunction with this collective bargaining agreement. Seniority will accumulate for a maximum of five (5) years or the maximum permitted by Federal law, whichever is greater.

- 99 Notwithstanding the above, an employee who is required to enter active duty in the Armed Forces for a period of less than six (6) months will be granted a leave of absence for the period of such service. This time period will be extended in the case of national emergency.
- 100 An employee who furnishes the Company with official notice that he is to enter the Armed Forces will, upon request, be granted a leave of absence for a reasonable period of time to handle personal affairs prior to entering the Armed Forces.
- 101 (c) Union Business--Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Company or to an office in a Local Union cooperative enterprise or Credit Union serving Company employees, which assignment shall, at the written request of the Union, receive a temporary leave of absence up to one (1) year which may be extended, and upon their return, shall be reinstated according to seniority to work similar to that which they did last prior to their leave of absence, and with seniority accumulated throughout their leave of absence.
- 102 (d) Public Office -- An employee who leaves the employment of the Company as a result of being elected

- 95 (c) **Military Reserve Leave** – An employee with seniority, who is a member of a reserve component of the Armed Forces, who is required to enter upon active annual training duty or temporary special service shall be paid the difference between the amount of pay he received from the Federal or State Government for such duty and normal weekly earnings, calculated on the basis of his hourly rate multiplied by the number of his regularly scheduled hours (based upon not less than five (5) nor more than six (6) days per week) for the time lost while on such duty, not to exceed four (4) weeks annually. Such items as subsistence, rental and travel allowances shall not be included in determining pay received from the Government. Only days for which makeup is paid will be included for military pay deductions.

Section 16B. Leave of Absence Without Pay

- 96 (a) **Personal Leave** -- Leaves of absence not to exceed one (1) year may be granted employees where circumstances justify, with seniority accumulative during the leave. It is understood that any employee who enters employment elsewhere, while on leave, will forfeit his seniority unless such practice is mutually agreed to by the Company and the Union Executive Bargaining Committee in writing. The Company shall notify the Union before or at the time a leave of absence is granted.
- 97 Any complaints arising from abuses of this section shall be subject to the grievance procedure.
- 98 (b) **U. S. Military Service** -- An employee who leaves the employment of the Company to enter the Armed Forces, either by enlistment or draft under the Selective Service and Training Act of 1940 or any other similar Federal

(5) consecutive working days. The above categories of relatives include step-relatives, half-relatives, and legally adopted children.

If an employee is absent from work because of the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild, great-grandchild, grandparent and great-grandparent of the spouse, or dependent who lives in the household, he or she will be paid for the time lost from his regularly scheduled work shift (including accepted shifts of Sunday work) up to a maximum of three (3) consecutive working days. The above categories of relatives include step-relatives, half-relatives and legally adopted children.

- 93 (2) In the application of this clause with respect to in-laws, payment for any such relationship will be limited to those resulting from the employee's current marital status. Where a marriage has been terminated by death and there has been no subsequent remarriage, the in-law relationships will be recognized.
- 94 (3) An employee on vacation will be eligible for payment under this provision in the same manner as an employee who is working when a death occurs; however, such employee may extend his vacation by the number of days he is eligible for payment under this provision provided he notifies his supervisor promptly of the funeral and in sufficient time for the supervisor to secure a replacement. If he does not extend his vacation, he shall be paid for the maximum number of days provided hereunder. In the application of this paragraph, an employee will be considered to be on vacation at the completion of his last scheduled shift prior to the beginning of his vacation.

- 87 (3) An employee selected for jury duty who is on a shift other than first shift shall be assigned to the first shift for those days he is required to serve as a juror.
- 88 (4) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.
- 89 (5) An employee who is eligible to receive holiday pay and who is required to serve on a municipal, county or federal jury, or grand jury, on such holiday will not have jury duty pay deducted from his holiday pay; however, such employee may elect to defer the time off for the holiday(s) until his first scheduled shift(s) immediately following the jury duty, provided he notifies his supervisor of his desire to do so in sufficient time for the supervisor to secure a replacement. Should an employee so elect, he will be paid holiday pay for the holiday(s) as provided in Holiday Pay, Article IX, Section 7 for the day(s) when he takes the time off.
- 90 (6) Hours paid for under this section shall be considered hours worked for the purpose of computing overtime pay.
- 91 (b) Funeral Leave--An employee with seniority who suffers a death in his family shall be entitled to a funeral leave pay including, the night shift bonus if the employee was scheduled for a night shift, in accordance with the following:
- 92 (1) If an employee is absent from work because of the death of a parent, child, *or* spouse, he will be paid for the time lost from his regularly scheduled work shift (including accepted shifts of Sunday work) up to a maximum of five

and such classification has a lower rate of pay, the individual will receive their current rate for all hours worked.

- 81 If after canvassing by seniority, no volunteers are identified, the least senior employee will be required to accept the transfer.
- 82 Employees may be assigned to any classification which they are capable of performing. Assignments will not be demeaning nor will they be made in an arbitrary and capricious manner.
- 83 Transfers are not to be used to avoid recalling employees to classifications in which there is a legitimate employment requirement.

Section 16A. Leave of Absence with Pay

- 84 (a) Jury Leave--Any employee with seniority who is required to serve on a county, municipal, or federal jury or grand jury shall be paid the difference between the amount paid for such service and the amount equivalent to the number of hours in the employee's standard work shift for the week preceding such service multiplied by his individual hourly rate, subject to the following provisions:
 - 85 (1) An employee must notify his supervision within twenty-four (24) hours after receipt of notice of selection for jury duty.
 - 86 (2) Any employee called for jury duty, who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked on his shift.

bumping line, as outlined in Appendix "A". The three (3) day notice of layoff to employees will be waived in these cases. Individuals who exercise this right and bump out a less senior employee will not be permitted to place their name on the list for optional layoff for twelve (12) months following their return to work.

- 76 (i) A laid-off employee who is not in the plant and who may return to the active payroll on a day other than the first day of the standard work week shall not be entitled to a Short Work Week type benefit.

Section 15. Transfers

- 77 Employees will perform duties within their classifications except when production requirements are such that, in the opinion of management, an assignment to perform the duties of another classification is required.
- 78 When an assignment to another classification is required, management will recognize and honor the seniority of the individuals who could be utilized by canvassing. Relative to temporary transfer, the Company commits that a Union representative will be notified as expeditiously as possible after the transfer occurs.
- 79 Work of an incidental nature (such as, but not limited to, the movement of material) will not be considered as a transfer.
- 80 If an individual is transferred to perform the duties of another classification and such classification has a higher rate of pay, the individual will receive the higher rate for all hours worked performing those duties. If an individual is transferred to perform the duties of another classification

- 71 (g) In the event that an employee is not recalled in his proper turn, such error shall be corrected immediately upon being called to the attention of Human Resources by the placement of the employees concerned on their rightful jobs. The Company will not be called upon to pay to the employee who was not recalled in his turn, any wages for time lost off the payroll prior to the date the error in recall was called to the attention of Human Resources in writing.
- 72 In the event there is an error in the layoff or recall of an employee, such error must be called to the attention of Human Resources within sixty (60) days from the expiration of the employee's recall rights as herein above provided. Such error shall be corrected immediately without loss of seniority, upon written notification to Human Resources by the employee.
- 73 (h) (1) Employees, having exercised their option under Section 13 (b) (1), who desire recall prior to the requirement contained in paragraph (h) (2) below, will notify the Company thereof and such employee will be recalled to the next available opening.
- 74 (2) When the recall list is exhausted or employees with less than one (1) year's seniority would be eligible for recall, employees on voluntary optional layoff will automatically be recalled in reverse order of seniority.
- 75 (3) Employees who have been on optional layoff for six (6) months will be allowed to come into Human Resources and express their desire to take themselves off optional layoff. They will assume bumping rights, which will allow them to replace the lowest seniority employee in their classification, or the lowest person in seniority in their

frozen as of the date of recall. An employee who later notifies the Company, in writing, that he is willing to accept the next recall, will be recalled for the next vacancy with the freeze, except for seniority, remaining in effect until the date of recall. An employee who does not notify the Company of his willingness to accept recall within six (6) months from the date of his exercise of such option, will be restored to the recall list with seniority and other benefits unfrozen. If the recall list is otherwise exhausted, employees exercising their option must accept recall or lose their seniority. The lowest seniority employee on the optional recall list will be called first.

- 67 (d) When an employee who has never held a classification above Group X, or has lost his recall rights to any classification above Group X, refuses recall to any classification in that group other than the classification from which he was originally laid off, he forfeits all recall rights except the Group X job from which he was originally laid off. If such employee refuses recall to the classification from which he was originally laid off in Group X, he shall lose his seniority.
- 68 (e) A laid off employee shall be eligible for recall for a period of thirty-six (36) months or his total accumulated seniority prior to layoff, whichever is greater.
- 69 Laid off employees shall accumulate seniority equal to that which they had prior to layoff but not to exceed twenty-four (24) months in any layoff period.
- 70 (f) Employees shall be recalled by certified mail or personal contact. Any employee not accepting recall by personal contact will fill out the appropriate form. A copy of the completed Form R-1 will be given to the Union.

week will be deemed to be a temporary layoff out of line of seniority in conformance with Article I, Section 1 (b) (4) S.U.B. Agreement.

Section 14. Recalls

- 62 (a) In the event of recall, laid-off employees will be recalled to their job or any job below their job in their group or to Group X in line with their seniority. Employees who are recalled from the active payroll and are working in the factory will indicate their intention to accept such recall as promptly as practicable but no more than twenty-four (24) hours after receipt of the notice of recall.
- 63 Employees recalled to the active payroll who are not working in the factory will indicate their intention to accept such recall within forty-eight (48) hours if possible.
- 64 Laid off employees who are no longer accumulating seniority, when recalled, will be reinstated in order of their reporting for work.
- 65 (b) An employee who refuses recall to any job below the highest classification job he has held, will thereafter be kept only on the recall list of higher classification than the one refused.
- 66 (c) An employee, not on the active payroll, who refuses recall to the highest classification job he has held in his group forfeits his seniority, provided however, an employee who provides satisfactory evidence to the Company that he is gainfully employed elsewhere may refuse such recall one time only without losing his seniority. An employee exercising this option shall have any and all rights and benefits, service, seniority, etc.

disqualified because of their inability to perform the job will be placed on layoff and will be recalled to their former job only when the next vacancy occurs. An employee will be provided a reasonable period of time to become oriented and prove his capability to perform the work assigned within the classification. A reasonable period of time is defined as a maximum of twenty-five (25) working days and a minimum of ten (10) working days. These minimum and maximum periods do not apply to bumping.

- 58 (e) (1) Temporary layoffs shall be made within the department affected and shall be made by seniority except that reasonable deviations may be made by management, after consulting with the Division Committee person involved. Any employee who feels that such deviation has been arbitrarily made may have recourse through the grievance procedure and may begin at the Vice President Human Resources level. Temporary layoffs shall not exceed a total of fifteen (15) working days in any six (6) month period of time. Extensions shall be made by mutual agreement with the Union Executive Bargaining Committee.
- 59 (2) Whenever possible, employees will be given three (3) days written notice of temporary layoff.
- 60 (3) Employees who are on temporary layoff and such temporary layoff becomes permanent, in accordance with the rules on seniority, will not receive the three (3) days notice of layoff or three (3) days pay, but will be notified of the permanent layoff and rights thereof.
- 61 (4) If an employee is ineligible for Short Work Week Benefit and is serving a State System "waiting week" during one (1) of the weeks of such temporary layoff, said

I, II, III, or IV classifications provided current seniority will enable him to do so.

- 54 (6) In the event that an employee is not laid off in his proper turn, such error shall be corrected immediately upon being called to the attention of Human Resources, by the placement of the employees concerned on their rightful jobs. The Company will not be called upon to pay to the employee who was laid off out of his turn, any wages for time off the payroll prior to the date the error in layoff was called to the attention of Human Resources in writing.
- 55 (7) All Learners will be laid off before other employees of the same classification. Learners who are laid off may exercise their seniority in jobs below their job in Appendix A.
- 56 (8) Employees receiving notice of layoff will indicate their intention to exercise their seniority rights within twenty-four (24) hours after personal notification of layoff which will be accomplished by the posting of the layoff notice within the department and a copy of the layoff notice given to the first shift Chief Steward. Employees desiring to change such exercise of rights may do so only upon mutual agreement with the Vice President Human Resources or his designated representative. Employees absent from the plant at the time of receiving notice of layoff will be placed in the job next in line to which their seniority entitles them and upon return to work will be given an opportunity to exercise such seniority rights as provided above.
- 57 (d) Employees who change jobs by reason of bidding, promotion, or bumping due to layoff and who are

Section 22. Reserved

149

Section 23. Reserved

150

Section 24. Reserved

151

Section 25. Skilled Trades

152	N-110	N-255	N-356	N-680
	N-180	N-295	N-375	N-715
	N-210	N-322	N-411	N-720
	N-235	N-355	N-570	P-1530

153 For those employees in these classifications at the date of signing of the August 7, 1967 contract, their total Company-wide seniority is applicable only to jobs in their classifications. Pertaining to those employees set forth in Article II, Section 25 (Skilled Trades Employees), skilled trades employees will have exclusive rights to day-to-day work set forth in their write-ups. If an emergency situation presents itself, the Skilled Trades Union Representative will be notified in advance or as soon as possible.

154 For those employees who transfer from production into a classification listed herein after the signing of the August 7, 1967 contract, they shall have arrested seniority in the production classification and special seniority from their date of entry into the above listed classification. This "special seniority" will be applied to layoff, recall, shift

preference, temporary transfer, and job promotions in the above listed classifications only. Seniority as defined elsewhere in this contract will continue to apply for all other items.

- 155 It is recognized that "special seniority" will be accumulative in and transferable between all the classifications recorded in the above list for layoff and recall in accordance with the chart appearing below.

156

210	1530	715	720	180	110	255	322	411	356	680	295
		235				355					
						570					
						375					

- 157 Regular production tooling, normally provided by Tooling Work Orders, shall be fabricated within the Skilled Trades Division by classifications assigned to this Division with the exception that operations requiring the use of machine tools or processes which do not exist within the Skilled Trades Division can be performed by the employees regularly assigned to these machines or processes. Existing practices and procedures in Meggitt Aircraft Braking Systems Corporation shall not be changed. The Company agrees to make a reasonable effort to utilize properly skilled personnel to perform the required day-to-day tooling work normally and historically performed by Department 668, provided such available personnel, equipment, cost, and schedule permit. When contract work of this type is to be performed, the Chairperson of the Skilled Trades Division shall be notified in advance and, if requested, the Company will discuss the reasons for its decision. Any unresolved differences will be subject to the grievance procedure.

- 158 It is the policy of the Company to make a reasonable effort to utilize existing skilled trades personnel to perform the required day-to-day work normally and historically performed by Departments 621 and 622, when practical and when in the judgment of the Company such available personnel, equipment, costs, efficiencies, and schedule permit. When work of this type is to be performed by outside contractors, they will supply their own equipment and materials. Also, the Chairperson of the Skilled Trades Division shall be notified in advance, and, if requested, the Company will discuss the reasons for its decision. The thirty (30) day notice for subcontracting required under Article X Section 12 shall not apply to skilled trade type contracting related to utility repairs, environmental, health and safety related work and other specialized project work which is schedule sensitive. Any unresolved differences will be subject to the grievance procedure.
- 159 Where an employee working full-time in a classification referred to in Article II, Section 25, provides evidence that he has satisfactorily completed the requirements of an accredited training course which directly contributes to improving his craft skills, or contributes to acquiring skills for new or reinstated classifications, he will be reimbursed for the tuition costs of the course, provided participation in such course was requested in advance and was approved, prior to enrollment by both the Director Plant Engineering and Human Resources.
- 160 Skilled Trades applicants that have an accredited U.A.W. or equivalent journeyman card, or documented evidence of eight (8) years experience will be given first consideration for job openings. The eight (8) years of experience must be documented as having been obtained in work similar to the skills or the trade being applied for with the Company.

ARTICLE III. FUNCTION AND DUTIES OF MANAGEMENT

- 161 The right to hire, discharge, or discipline for cause, to select supervision, and to maintain discipline and efficiency of employees, is the responsibility of the Company, except that Union members shall not be discriminated against as such. An employee who feels aggrieved by any Company action in this respect, has recourse through the grievance procedure. It is recognized that the type of products to be manufactured, the location of plants, the schedules of production, the methods, processes, and the means of manufacturing used are management's prerogatives.

ARTICLE IV. BARGAINING PROCEDURE

Section 1. Representation

- 162 For the purpose of this Article dealing with bargaining and grievance procedure, it is agreed that the Bargaining Unit employees shall be represented in accordance with Appendix B.
- 163 Each Division shall be represented as follows:
- 164 One (1) Division Committeeperson for each Division and one Skilled Trades Division Committeeperson, on first shift:
- 165 A total of three (3) Division Committeepersons on second shift; two (2) Division Committeepersons for production, and one (1) Division Committeeperson for Skilled Trades.

- 166 A total of two (2) Division Committeepersons on third shift; one (1) Division Committeeperson for production, and one (1) Division Committeeperson for Skilled Trades.
- 167 One (1) Chief Steward for each 100 Bargaining Unit employees, to be allocated proportionately by population per Division and shift.
- 168 It is recognized by the parties that it is desirable to hold "quarterly meetings" between the parties. The Vice President Human Resources or his representative will call these meetings. The Union Bargaining Committee and the duly elected Executive Board of Amalgamated Local 856, UAW, will be invited and those who attend shall be paid their regular rate for the time spent in such meetings.
- 169 No grievance, verbal or written, withdrawn or dropped by the Union or granted by the Company prior to being heard at the Vice President Human Resources level (Step 4 in prior contracts and Step 3 in the current contract) will have any precedent value. The sentence immediately above applies only to grievances resolved after the effective date of the 1965 Agreement.

Section 2. Grievance Procedure

- 170 The parties to this Agreement recognize that grievances should be settled promptly and as close to their source as possible. Further, both parties will endeavor to present all the facts relating to the grievance at the first and subsequent steps of the grievance procedure. All grievances must be presented immediately, but not later than five (5) working days after having knowledge of the alleged violation.

- 171 A grievance of any employee or a joint grievance of any group of employees in connection with wages, rates of pay, hours, or other conditions of employment may be presented to the Management in the following manner:
- 172 STEP 1
The employee or his Chief Steward shall first discuss any alleged grievance with the employee's first level of supervision.
- 173 Upon request, the supervisor will permit the employee to contact the Chief Steward with whom the employee will discuss the grievance providing at the time it does not impede production.
- 174 The Chief Steward may then take the matter up orally with the Management Representative to whom the employee reports (first level supervision). The employee's supervision will give a verbal answer within forty-eight (48) hours following his discussion in Step 1.
- 175 STEP 2
If the matter is not resolved at Step 1, the Committeeperson has five (5) working days to present the matter in writing to the employee's second level of supervision who shall set a time for a meeting to be held within two (2) working days, unless a later date is mutually agreed upon.
- 176 The second level of supervision on the shift shall answer the committeeperson's written dispute in writing within five (5) working days following the Step 2 meeting, unless an extension is mutually agreed upon. Should there be no mutual agreement on extension, the matter

will automatically be referred to the Executive Bargaining Committee as in Paragraph 177.

- 177 If the matter is not resolved at Step 2, the Division Committeeperson will so inform a member of the Executive Bargaining Committee.

178 STEP 3

If the Executive Bargaining Committee considers the grievance justified, the Bargaining Committee will file a written grievance with the Vice President Human Resources within ten (10) working days following the Step 2 answer. If the Vice President Human Resources or his designated representative does not schedule a Step 3 meeting within ten (10) working days after such a meeting is requested in writing by the Executive Bargaining Committee, the grievance will be resolved in whole as written.

- 179 As an exception, those matters pertaining to Skilled Trades, shall be referred by the Skilled Trades Chairperson to the Vice President Human Resources within ten (10) working days of the Step 2 answer. The Skilled Trades Chairperson may request a Step 3 meeting with the Vice President Human Resources or his representative. Such request will state the nature of the dispute and alleged contract violations.

- 180 Following any meetings on Skilled Trades disputes at Step 3, a written answer shall be given within ten (10) working days. If the Vice President Human Resources or his designated representative does not schedule a Step 3 meeting within ten (10) working days after such a meeting is requested in writing by the Skilled Trades Chairman, the grievance will be resolved in whole as written.

- 181 If the Skilled Trades dispute is not resolved at Step 3, the Skilled Trades Chairperson may refer the matter to the next step of the grievance procedure.
- 182 The intent of this Paragraph 181, is to give the Skilled Trades Chairperson the opportunity to handle disputes within the Skilled Trades Division prior to a formal grievance being written by the Executive Bargaining Committee.
- 183 The written grievance shall clearly and specifically explain the following:
- 1) Complaint of the aggrieved party.
 - 2) Alleged violations of the contract, including articles, sections, paragraphs of the Basic Labor Agreement and Arbitrators' decisions, Memorandums of Agreement, past practice or classification write-ups.
 - 3) Specific remedy sought and/or specific liability, if any, involved.
- 184 The written answer of the Vice President Human Resources or his representative shall clearly and specifically set forth the position of the Company. It shall be given as soon after hearing of the grievance as possible, but not later than ten (10) working days unless extension is mutually agreed upon in writing. If the Vice President Human Resources or his designated representative does not schedule a Step 3 meeting within ten (10) working days after such a meeting is requested in writing by the Executive Bargaining Committee, the grievance will be resolved in whole as written. The written answer of the Vice President Human Resources or his representative shall be considered as final unless the grievance is certified to an arbitrator, selected by mutual

agreement. Any grievance not submitted to the arbitrator within twenty (20) working days after receipt of the Vice President Human Resources' written answer, shall be considered as settled and withdrawn, unless this period is extended by mutual written agreement.

185 STEP 4

It is hereby agreed that should the above procedure fail to bring about an agreement between the parties with respect to certain grievances, either party may, within twenty (20) working days after the final written answer as outlined in the agreement above, submit the issue to an arbitrator selected by mutual agreement.

UNION COMPANY
INCIDENT

5 DAYS
VERBAL

48 HOURS
RESPONSE

5 DAYS
WRITTEN FACT SHEET

10 DAYS
WRITTEN GRIEVANCE
HUMAN RESOURCES

10 DAYS
HUMAN RESOURCES
WRITTEN ANSWER

20 DAYS
CERTIFY TO ARBITRATION

- 186 Notwithstanding any other provision of this contract at any time the number of grievances certified to arbitration exceeds thirty (30), the parties shall immediately hold continuous arbitration hearings (five (5) days per week) until such time as the total quantity of grievances certified to arbitration under this contract has been reduced to zero (0).
- 187 Once a grievance has been properly certified to arbitration, either party will have a maximum of four (4) years from the date of certification to request submission to an arbitrator in accordance with the provisions of Article IV Section 2. If a grievance is not submitted to an arbitrator within this four (4) year period, it shall be considered to be resolved, with prejudice, in accordance with the Step 3 Answer.
- 188 On a date and at a place satisfactory to both parties and to the arbitrator, the parties shall, at a time appointed by the arbitrator, appear and present for his consideration, issues to be resolved.
- 189 The arbitrator shall render a written decision on every grievance which has been submitted to him within thirty (30) days from the date of hearing, unless additional time is requested and mutually agreed to by the Company and the Union.
- 190 It is understood and agreed between the parties hereto that the decision of the arbitrator shall be final and binding upon both parties, subject to limitations imposed by governmental directives, orders or laws and that the expenses incurred by the arbitrator, including his compensation, shall be borne jointly by the Company and the Union.

191 The parties to this Agreement affirm that prior to August 1, 2014, they shall endeavor in good faith to agree on a panel of five (5) arbitrators who shall be authorized to act under the terms of this Agreement. Until such time as a panel is agreed to, the parties will utilize the services of the Federal Mediation and Conciliation Services. Once the panel is established, the parties agree to determine the order of listing by lottery. Once listed, the arbitrators will be utilized in the order of listing, unless they are unavailable in a timely manner, or both parties agree to by-pass the next listed arbitrator. The parties may, by mutual agreement, remove or replace any arbitrator. The panel of arbitrators shall be:

1. Jeffrey A. Belkin
2. Jerry Fullmer
3. Gary W. Spring
4. Nels E. Nelson
- 5.

It was agreed they would be listed in this order.

192 Within five (5) days following a request made by either party for the submission of an issue or issues to an arbitrator, the Chairperson of the Union Bargaining Committee or his designated representative shall meet with the representative of the Company for the purpose of selecting an arbitrator.

193 The arbitrator shall not have the power to make any award changing, amending, or adding to the provisions of this Agreement.

194 Specifically the arbitrator shall not have the power to arbitrate general wage levels or maximum or minimum

rates of existing classifications, and the only grievances which may be submitted to the said arbitrator for hearing and determination shall be those arising out of alleged violation or misinterpretation of the provisions of this Agreement; or individual rate grievances within the employee's classification (classification in this instance shall include the subdivision).

- 195 If a settlement of a grievance requires a retroactive wage payment, the Union will be notified in writing of the amount, to whom paid, and the date paid. Such payment shall be made within thirty (30) days after the amount to be paid and the individual to whom payment is to be made have been determined.

Section 3. Union Representative Responsibility

- 196 (a) Chief Stewards and the Division Committeeperson shall notify their supervisors when it becomes necessary for them to leave work for the purpose of handling a grievance.
- 197 (b) Division Committeepersons and Chief Stewards shall notify supervision as soon as possible in the departments and/or work areas, other than their own, in which it becomes necessary to handle grievances, that they are there for the purpose of handling such grievances and shall notify their supervision upon return to their own department and/or work area.

Section 4. Handling of Grievances

- 198 (a) Chief Stewards, Division Committeeperson, Executive Bargaining Committee, and the Skilled Trades Chairperson, within their respective jurisdictions, may

leave their work for the purpose of handling grievances which require immediate attention by way of investigation and/or adjustment during such working hours. It is agreed by the Union that such time off work shall be devoted to the prompt handling of legitimate grievances and that such practice will not be abused and that the above named representatives will continue to work at their assigned job except when requested to leave their work for the handling of grievances as provided herein.

- 199 (b) Chief Stewards, Division Committeepersons, Executive Bargaining Committeepersons, and the Skilled Trades Chairperson, within their jurisdiction will be compensated for time spent away from their job for the purpose of handling grievances. The maximum number of hours to be paid by the Company as provided in this paragraph (b) shall be determined for each week on the basis of ten (10) hours per week for each seventy-five (75) employees. The number of employees in the computation shall be the number of employees on the active payroll in the bargaining unit plus the number of employees on layoff with recall rights and the number of employees on sick leave or leave of absence not included on the active payroll in the first full week of the month, rounded to the next multiple of seventy-five (75). If the total number of hours paid by the Company in a week is less than the maximum, the remaining hours shall be added to the maximum number of hours computed for the following week. Hours in excess of this figure will be paid for by the Union. All time spent on Union representation activities by all authorized representatives will be included in this amount.

Section 5. Suspension And Discharge for Cause

- 200 The Company may suspend any employee without pay pending investigation of the issues relating to the suspension. At the time of suspension, the employee and appropriate Union representative will be informed of the preliminary reason for the suspension. A complete listing of the reasons for suspension will be provided later, in accordance with Article IV, Section 6. If investigation indicates the suspension was not justified, the employee shall be compensated for lost wages, including overtime. If the investigation indicates the suspension was justified, the suspension may be established for a specific period of time or may be changed to discharge for cause.
- 201 The Company may discharge an employee for good and sufficient reason. However, a discharged employee may appeal his discharge through the grievance procedure set forth in this Article. If it is found that the employee's discharge was not for a good and sufficient reason, the Company shall pay the employee all wages he would have received if he had not been discharged. This grievance procedure will be available only in case written appeal from discharge is within three (3) working days from date of Management's notice.

Section 6. Notice of Discipline

- 202 Supervisors shall notify Chief Stewards of a suspension or intent to discharge employees. Even though such employees are not in the plant due to such disciplinary action, within twenty-four (24) hours, the Chief Steward (with a copy for the Chairperson of the Executive Bargaining Committee) will be given, in writing, the reasons for the action.

- 203 If parties concerned are in disagreement, the case shall be reviewed in Human Resources within two (2) working days following the administration of the discipline.
- 204 Once the Review Meeting is concluded, the Company shall issue a determination no later than the second (2nd) working day following the meeting, unless extended by mutual agreement.

Section 7. Grievance Conferences

- 205 Regular conferences shall take place between the Executive Bargaining Committee and the Vice President Human Resources or his representative on every Wednesday, and Thursday for the Skilled Trades Chairperson. When the number of grievances (Step 3) submitted to Human Resources exceeds thirty (30), the Union may request hearings on Tuesday as well. When this occurs, the Company and the Union will meet on both Tuesday and Wednesday until the number of grievances have been reduced to zero (0).

Section 8. Special Conference for Emergency

- 206 Special conferences for emergency matters may be arranged between the Executive Bargaining Committee and the Vice President Human Resources or his representative.

Section 9. Company-Called Conferences Compensation

- 207 Division Committeepersons, Officers, and such other participants as are deemed necessary shall receive pay from the Company at their respective regular hourly rates for all time spent during their working hours in regular

or special conferences called by management with management.

Section 10. Transfer of Union Representative

- 208 No Union representative will be transferred, except on a temporary basis in case of emergency, without first obtaining an agreement with the Union Executive Bargaining Committee, in writing, so long as there is work available in his job.

Section 11. Union President -- Meeting Attendance

- 209 The Executive Bargaining Committee, the President of the local Union, or his duly accredited agent shall be accorded the right to accompany the Division Committeeperson or a special committee to confer with the supervisor or Vice President Human Resources or his representative concerning matters of dispute arising between employees and the Company.

Section 12. International Representative

- 210 The Executive Bargaining Committee shall have the right, at any time, to call in representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, or U.A.W. Amalgamated Local No. 856 on the designated list of accredited representatives provided by the President of U.A.W. Amalgamated Local No. 856 to assist in settling grievances and to discuss changes of contract or interpretation. In grievances appealed to the Executive Bargaining Committee, where the International representatives must actually observe the operation during working hours in order to understand the case, he

will be permitted to enter the plant to make observations in accordance with standard procedure respecting non-employees.

Section 13. Gate Pass

- 211 Any employee covered by this Agreement serving as Union President, Vice-President, Executive Bargaining Committee, Division Committeeperson, Safety Chairperson, Fringe Benefits Representative, Skilled Trades Chairperson, Employee Assistance Chairperson, Civil Rights Chairperson, Recording Secretary, Financial Secretary, Treasurer, three (3) Trustees, Sergeant-at-Arms, and Guide will be given a twenty-four (24) hour gate pass for the purpose of handling Union business. It is also understood that any employee covered by this Agreement serving as the Chairperson and Secretary of the Election Committee, will be given a 24-hour gate pass as necessary to conduct Union elections.

ARTICLE V. WORK STOPPAGE

Section 1. No Strike or Lockout

- 212 It is the express desire of the parties to this Agreement that the procedures contained herein will serve the purpose of affecting a peaceable settlement of all disputes that may arise between them. As long as this Agreement is in effect, the Company will not lock out any employees. As long as this Agreement is in effect, the Union will not cause or permit its members to cause, nor will any employee take part in any strike, sit-down, stay-in or slow-down, or any curtailment of work or restriction of production, or picketing, or interference with production of the Company in any matter which comes within the jurisdiction of the arbitrator.

- 213 In cases not coming within the jurisdiction of the arbitrator, there shall be no strike, sit-down, or slow-down, or any curtailment of work or restriction of production, or picketing of any of the Company's plants or premises until all of the procedures through Step 3 of the Grievance Procedure, as outlined in this Agreement, has been exhausted, and in no case, until after negotiations have continued for at least five (5) days and not even then unless sanctioned by the International Union.

ARTICLE VI. HOURS OF WORK AND OVERTIME

Section 1. Standard Work Week

- 214 The standard work week shall consist of five (5) consecutive days of eight (8) hours each beginning at 12:01 A.M. Monday.

Section 2. Regular and Irregular Hours

- 215 Employees working on the first and second shifts shall work eight (8) hours per day. Shift starting hours may be changed by mutual written agreement between the Executive Bargaining Committee and the Company, except that the Company may, after consulting with the Chief Steward and Division Committeeperson, assign to irregular hours a minimum number of employees where such irregularity is necessary to continue production operations on the regular shifts.

Section 3. Third Shift

- 216 Employees working on third shift shall work six and one-half (6-1/2) hours and receive pay for eight (8) hours.

Section 4. Time and One-Half

- 217 Time and one-half will be paid for time worked in excess of eight (8) hours per day on the first and second shifts and in excess of six and one-half (6-1/2) hours per day on the third shift, or forty (40) hours per week on the first and second shifts and thirty-two and one-half (32-1/2) hours per week on third shift.

Section 5. Double Time, Triple Time and Certain Time Lost Computations

- 218 Triple time shall be paid for all hours worked on the holidays specified in Article IX, Section 7. Such days shall start at 12:01 A.M. and end at Midnight. Holidays paid for but not worked shall be computed as hours worked for the purpose of Saturday overtime and vacation. Time lost by employees from their scheduled shift as a result of an in-plant injury or occupational illness covered by The Workers' Compensation Act, and time lost from their scheduled shift as a result of an appearance in court pursuant to a properly issued subpoena, except when the employee is a plaintiff or a defendant in any case involving the Company, shall be credited as hours worked for the purpose of computing overtime pay. Also, time lost due to layoff during the first five (5) days of the week in which an employee is recalled from layoff will be considered as hours worked for the purpose of computing Saturday overtime payment providing the employee reports on the first day work is made available to him. Double time shall be paid for all hours worked on Sunday subject to the provisions of Article VI, Section 8 and Article VI, Section 9.

Section 6. Overtime**General Provisions:**

- 219 The following rules apply to all overtime:
- 220 The purpose of overtime equalization is to provide the opportunity to all employees to work overtime when available and the intent is to schedule the low-houred employee; however, notwithstanding any other overtime or temporary transfer provision, the Company is not required to schedule an employee more than twelve (12) hours of regular and overtime hours within a twenty-four (24) hour period.
- 221 Hours not charged because of vacation, military leave, or out of classification work will not be considered out of balance.
- 222 Overtime hours worked out of classification or department will be equalized to the extent practicable taking into consideration the qualifications of the employees and unusual conditions and where time permits, the Chief Steward will be notified. Because of the nature of this overtime, it may never be in close balance. Overtime will be scheduled as far in advance as possible. In utilizing out of classification or out of department overtime, such overtime offering should not always be afforded to classifications which are populated by only one individual. In the event such overtime is consistently offered to a single classification, the Chairman of the Executive Bargaining Committee and the Vice President Human Resources will meet to discuss the matter.

- 223 Scheduled overtime within a balancing group shall be equalized in accordance with other provisions of Article VI of this Agreement. No later than January 1, 2007, all overtime postings throughout the facility shall appear in the same form.
- 224 Employees will not work more than two continuous shifts in any twenty-four (24) hour period including daily, Saturday, and Sunday/Holiday shifts. Hours charged under this paragraph will not exceed sixteen (16) hours in such twenty-four (24) hour period.
- 225 It is the employee's or Chief Steward's responsibility to call any clerical error (such as omissions, incorrect posting, oversight in scheduling, call-in, etc.) in posting and/or scheduling to the attention of the Company before the overtime is worked. Such errors not called to the attention of the Company will be corrected at the earliest possible date. Overtime errors called to the attention of the Company before the overtime is worked, and not corrected, will be paid. It is understood the Chief Steward will be given a copy of any revised posting as soon as possible.
- 226 There will be three (3) separate balancing boards as follows:
1. Daily overtime
 2. Saturday overtime
 3. Sunday and Holiday overtime (combined)
- 227 Exceptions may be made by mutual agreement between the Union Executive Bargaining Committee and the Vice President Human Resources or his designated representative.

- 228 In every case, the employee must be capable of performing the scheduled work. If the low-houred employee is not capable and not qualified, he may be bypassed without being charged for the overtime.
- 229 The low-houred employee(s) who is absent for any reason, except for vacation or military leave, so as not to be available for notification, shall have the hours charged on the appropriate board the same as if he were there and refused to work or had worked. Employees on vacation will not work overtime.
- 230 An employee who is on a one day vacation may not work overtime on the same day on which he is on vacation. He may not work immediately prior to or immediately after the eight (8) hour period for which he is charging vacation. He will not be charged for any overtime hours offered on this day.
- 231 An employee who utilizes five (5) one day vacations during the same calendar week is eligible to be scheduled for and work overtime on Saturday and/or Sunday. Such overtime must be accepted in accordance with Article VI, Section 8 and Article VI, Section 9. Employees will be charged for those hours which are offered on Saturday and/or Sunday.
- 232 Partial hours worked will be charged according to the following schedule:
- 233 (a) Less than fifteen (15) minutes of any half-hour period shall not be charged.
- 234 (b) Fifteen (15) minutes up to and including the half-hour shall be considered as a half-hour and charged in accordance with the proper charging schedule.

- 235 Probationary employees who are capable of performing the work will be placed on the overtime board after thirty (30) calendar days.
- 236 New employees who are eligible for overtime, employees returning to the active payroll, or employees transferring to a new balancing group will receive the average number of hours of all employees in their balancing group for each separate balancing board. Each balancing board will have a separate calculation.

Section 7. Daily Overtime Rules

- 237 Casual daily overtime will be posted daily before the expiration of the twenty-four (24) hour period following the start of the overtime.
- 238 Daily overtime shall be defined as any hours offered in excess of the employee's regularly scheduled shift which are offered immediately before or immediately after the employee's regularly scheduled shift.
- 239 Overtime hours immediately preceding or immediately following the regular shift will be considered overtime for that shift unless the overtime is more than four (4) hours in duration. Overtime in excess of four (4) hours in duration will be offered to the available low-houred, qualified employee regardless of shift.
- 240 Daily overtime hours within a balancing group, except for Skilled Trades classifications, will be considered to be in balance when they are within twenty-four (24) hours. In the Skilled Trades classifications, the craftsman working on a job will be permitted to complete the assignment when daily overtime is required and the changing of

employees would result in confusion and inefficiency. In the Production classifications, any individual within twenty-four (24) hours of the low houred employee would be eligible to be scheduled for the daily overtime. The Chief Steward will be notified at the first opportunity.

- 241 All hours offered or worked will be charged on the daily overtime board. Any hours offered an employee beyond the original scheduled overtime hours he accepted in any one shift shall not be charged unless worked.
- 242 All daily overtime chargeable will be marked on the board as the time worked multiplied by one and one-half (1.5).

Section 8. Saturday Overtime Rules

- 243 The Company will post notice of Saturday overtime to be worked before the close of the first shift on Wednesday. Such notice is subject to change if necessary.
- 244 By the close of the first shift on Tuesday of each week, the Company will post the record of Saturday overtime hours offered or worked to include the previous Saturday.
- 245 The Chief Steward on first shift will be given three (3) copies of the Saturday overtime schedule at the time of posting. It is understood the Chief Steward will be given a copy of any revised posting at the time of the revision. If the first shift Chief Steward is not available at the time of the revision, the notification will be given to the first shift Plant Committeeperson. If the revision occurs on other than first shift, notice of revision will be given to the appropriate Union official to be forwarded to the first shift Chief Steward.

- 246 The first shift Chief Steward will review and initial the Saturday overtime schedule. If, after working the overtime schedule, an error is recognized, it will be corrected the next time Saturday overtime work is available. It is understood the Chief Steward will be given a copy of any revised posting as soon as possible.
- 247 An employee who is absent when the Saturday overtime is scheduled and posted will have the opportunity to accept the work assignment if he notifies the Company no later than Noon on Thursday.
- 248 It is recognized that employees may refuse overtime. Supervision should be notified of refusals as soon as possible after the original overtime posting. Employees who did not initially refuse posted overtime will notify the Company no later than Noon on Thursday that they will be unable to work such overtime.
- 249 Following the Wednesday posting for weekend overtime (which normally is posted on first (1st) shift Wednesday), the review and subsequent refusals on this first posting will have a cutoff time of 10:00 A. M. on Thursday. All refusals until 10:00 A. M. Thursday will be considered as refusing at the same time. The filling of refusals received after 10:00 A. M. will be in the order of refusal.
- 250 If the notice is not posted until second (2nd) shift Wednesday, all refusals until Noon on Thursday will be considered as occurring at the same time and the filling of refusals after Noon will be in the order of refusal.
- 251 If an employee is properly scheduled for up to one (1) complete shift on Saturday either on the original or revised schedule and does not work the complete

number of hours scheduled for Saturday (up to one (1) full shift), he shall not be eligible for double time for Sunday. Upon such circumstances, Sunday will be compensated in accordance with normal overtime provisions. Employees will be permitted to be up to and including sixty (60) minutes late for the beginning of the shift and still be considered to have completed the full shift for the purposes of this Section. Under extenuating circumstances, if an employee cannot work a full shift on Saturday, supervision will authorize the payment of double time for Sunday overtime hours worked up to four (4) occurrences per calendar year.

- 252 Repeated failure of the employee to notify the Company may result in disciplinary action.
- 253 If an employee refuses the original overtime shift, he must notify supervision if he is available for another shift in the same twenty-four(24) hour period.
- 254 Saturday overtime hours offered and refused after Thursday Midnight will not be charged.
- 255 Time chargeable on Saturday will be marked on the board multiplied by one and one-half (1.5) whether paid at straight time or time and one-half.

Section 9. Sunday and Holiday Overtime Rules

- 256 The Company will post notice of Sunday/Holiday overtime to be worked before the close of the first shift on Wednesday. Such notice is subject to change if necessary.
- 257 By the close of the first shift on Tuesday of each week the Company will post the record of Sunday/Holiday

overtime hours offered or worked to include the previous Sunday/Holiday.

- 258 The Chief Steward on first shift will be given three (3) copies of the Sunday/Holiday overtime schedule at the time of posting. Provided he is in the plant, it is understood the Chief Steward will be notified and given a copy of any revised posting at the time of the revision. If the first shift Chief Steward is not available at the time of the revision, the notification will be given to the first shift Plant Committeeperson. If the revision occurs on other than first shift, notice of revision will be given to the appropriate Union official to be forwarded to the first shift Chief Steward.
- 259 The first shift Chief Steward will review and initial the Sunday/Holiday overtime schedule. If after working the overtime schedule an error is recognized, it will be corrected the next time Sunday/Holiday overtime work is available. It is understood the Chief Steward will be given a copy of any revised posting as soon as possible.
- 260 An employee who is absent when the Sunday/Holiday overtime is scheduled and posted will have the opportunity to accept the work assignment if he notifies the Company no later than Noon on Thursday.
- 261 It is recognized that employees may refuse overtime. Supervision should be notified of refusals as soon as possible after the original overtime posting. Employees who did not initially refuse posted overtime will notify the Company no later than Noon on Thursday that they will be unable to work such overtime.

- 262 Following the Wednesday posting for weekend overtime (which normally is posted on first (1st) shift Wednesday), the review and subsequent refusals on this first posting will have a cutoff time of 10:00 A. M. on Thursday. All refusals until 10:00 A. M. Thursday will be considered as refusing at the same time. The filling of refusals received after 10:00 A. M. will be in the order of refusal.
- 263 If the notice is not posted until second (2nd) shift Wednesday, all refusals until Noon on Thursday will be considered as occurring at the same time and the filling of refusals after Noon will be in the order of refusal.
- 264 If an employee is properly scheduled for up to one (1) complete shift on Saturday either on the original or revised schedule and does not work the complete number of hours scheduled for Saturday (up to one full shift), he shall not be eligible for double time pay for Sunday. Upon such circumstances, Sunday will be compensated in accordance with normal overtime provisions. Employees will be permitted to be up to and including sixty (60) minutes late for the beginning of the shift and still be considered to have completed the full shift for the purposes of this section.
- 265 Under extenuating circumstances, if an employee cannot work a full shift on Saturday, supervision will authorize the payment of double time for Sunday overtime hours worked up to four (4) occurrences per calendar year.
- 266 Repeated failure of the employee to notify the Company may result in disciplinary action.
- 267 If an employee refuses the original overtime shift, he must notify supervision if he is available for another shift in the same twenty-four (24) hour period.

- 268 Sunday/Holiday overtime hours offered and refused after 3:30 P.M. Friday will not be charged. Holiday overtime hours offered and refused without a twenty-four (24) hour notice prior to 12:01 A.M. the day on which the holiday falls will not be charged.
- 269 All Sunday time chargeable will be marked on the board multiplied by two (2).
- 270 All Holiday time worked will be charged by multiplying the time by two (2). Holidays mentioned refer to Holidays as outlined in Article IX, Section 7 of the Contract.

ARTICLE VII VACATIONS

Section 1. Vacation Time, Eligibility and Pay

- 271 (a) Vacation Time -- All Bargaining unit employees eligible under (b) below, shall be entitled to vacation with pay as follows:
- 272 (1) Two (2) weeks vacation with pay after completing one (1) year of continuous service.
- 273 (2) Three (3) weeks vacation with pay after completing five (5) years of continuous service.
- 274 (3) Four (4) weeks vacation with pay after completing fifteen (15) years of continuous service.
- 275 (4) Five (5) weeks vacation with pay after completing twenty (20) years of continuous service.
- 276 (5) Six (6) weeks vacation with pay after completing twenty-five (25) years of continuous service.
- (b) Eligibility

- 277 (1) The vacation period shall be on a calendar basis from January 1 to January 1. Employees will become eligible for vacation with pay on the first anniversary date of their employment.
- 278 (2) An employee must be on the active payroll and working during the calendar year in which the vacation is due in order to be eligible for a current vacation. Employees must also be on the active payroll and working to become eligible for the additional week of vacation on their 5th, 15th, 20th and 25th anniversary dates.
- 279 (3) Employees who return to the active payroll in the current year from an approved Leave of Absence, and who meet the foregoing continuous service requirements, will have their vacation privileges restored after thirty (30) days of continuous service on the active payroll. Employees who have not worked in the current calendar year and return to the active payroll between December 1 and December 31, shall not be entitled to any vacation for that year; however, they will be eligible for vacation for the ensuing year after thirty (30) days of continuous service on the active payroll. Notwithstanding the provisions for this paragraph (3), employees who leave the payroll on an approved Leave of Absence after having qualified for vacation in that year and later complete an anniversary date which would otherwise entitle them to an additional week of vacation in that year and return in that year or in a subsequent year, will be paid such additional week of vacation upon their return to work.
- 280 (4) Employees who return to the active payroll from layoff will be eligible for vacation during the current year provided they have worked a minimum of *five hundred sixty (560) hours (regular, overtime, and holiday)* in the

preceding year. In addition, employees who return to the active payroll from a layoff in the current year will become eligible for vacation in the ensuing year provided they work *five hundred sixty (560) hours (regular, overtime, and holiday)* in the current year.

- 281 (5) Employees entitled to vacation who resign, with or without notice, or are discharged before they have taken their vacation, shall be entitled to and paid vacation pay at the time of exit. Employees entitled to vacation who are laid off or placed on an approved leave of absence shall be entitled to vacation pay upon their request. Vacation pay received at time of layoff is in lieu of vacation time off.
- 282 (6) In the event an employee who is entitled to a vacation dies before he has taken that vacation, only the person designated as beneficiary of the life insurance benefits provided by the Company to such employee, shall be entitled to his vacation pay.
- 283 (7) All current vacation remaining at the end of the year will automatically be deferred to the following vacation year. At the end of the year following the deferment of vacation, all remaining deferred vacation will be paid by the Company.
- 284 (8) In addition to any vacation to which an employee is entitled through the above eligibility provisions, an employee who retires on pension or on service award, or the surviving spouse of an employee who dies, provided such surviving spouse is the beneficiary of the life insurance benefit made available by the Company for such employee, will be entitled to vacation pay based on two per cent (2%) of the employee's earnings in the current calendar year for each week of vacation due.

The minimum vacation is not applicable to this additional vacation pay.

- 285 (9) Vacations shall be scheduled to start on Monday, except for single vacation days as provided for in Article VII Section 3.

(c) Pay for Vacations

- 286 (1) Current year vacations will be paid at the rate of two percent (2%) of the previous calendar year's earnings, which includes regular wages, vacation, holidays, awards, jury duty, funeral pay, military makeup pay, Short Work Week Benefit payments, and union time paid by the Company, for each week of vacation to which the employee is entitled. Deferred vacation payment will be paid in the same amount as though it had been paid in the prior vacation year.
- 287 (2) Minimum vacation pay, shall be as follows:
- 288 a) Employees with twenty (20) years of service or more shall receive a minimum vacation pay equivalent to the employee's hourly rate times forty (40) hours for each week of vacation due the employee.
- 289 b) Employees with less than twenty (20) years of service shall receive a minimum vacation pay equivalent to eighty (80) percent of the employee's hourly rate times forty (40) hours for each week of vacation due the employee.
- 290 c) Minimum vacation will apply only if the amount is greater than the calculated amount in Article VII Section 1 (C) (1).

- 291 (3) Vacation pay for a first year employee will be figured on an anniversary year basis. It will cover the fifty-two (52) week period immediately following his service date. The minimum will apply in this situation.
- 292 (4) Employees who return to the payroll with seniority after having served in the Armed Forces, and whose vacation pay would be reduced by virtue of that service, shall have as their minimum vacation pay an amount equivalent to their current hourly rate multiplied by forty (40) hours for each week of vacation to which they are entitled.
- 293 (5) Employees who are serving as Executive Bargaining Committeepersons, Skilled Trades Chairperson, Division Committeepersons, Chief Stewards, and Benefits Representatives of the Local Union, will have their calendar year's earnings adjusted to include all "127" time which has been disallowed times the straight time hourly rate at the time of disallowance.
- 294 (6) Employees who are serving as President, Vice President, Executive Board Members, Union Safety Representative, and Union Witnesses will have their calendar year's earnings adjusted to include all "279" hours, which have been disallowed, times the straight time hourly rate at the time of disallowance.
- 295 (7) Employees losing time from their regular shift to serve on a Union Standing Committee as outlined in the Union Bylaws 6/20/61 revision, or to attend a National or Regional UAW Convention, or to attend a National or State Safety Convention, or to attend a Grievance Hearing as a witness, whether paid for by the Company or the Union, will have their calendar year's earnings adjusted to include

such hours spent times their straight time hourly rate at the time of such attendance provided:

(a) The President of the Union shall notify the Company in writing of attendance at the conventions specified above; and

(b) The total time of employee's earnings adjusted because of attendance at such conventions shall not exceed 240 hours in any calendar year.

Section 2. Reserved

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Section 3. Vacation Scheduling

- 297 The vacation period shall be on a calendar basis from January 1 to January 1. However, in order to meet production requirements, the Company shall schedule vacations evenly throughout the year. Vacations will be scheduled by seniority in such a way as to minimize the impact on production requirements.
- 298 An employee who is entitled to, and has earned, two (2) or more weeks vacation may take all available vacation one day at a time. The employee must make his request for each day at least twenty-four (24) hours prior to the start of his shift unless it is for emergency purposes, in which case it may be requested one (1) hour prior to the start of the shift. In such instances, the employee must state the nature of the emergency. Within forty-eight (48) hours after returning to work, the employee, upon request of supervision, will be required to provide documentation to substantiate the emergency situation. In either situation,

the employee may have the day as vacation if supervision approves it and production requirements will not be jeopardized.

- 299 Requests for a day's vacation cannot be made more than one (1) week in advance and, if granted, will be honored in order of their request by the employee's immediate supervision. If two or more requests are received at the same time, and only one vacation day request can be honored, then it will be granted on the basis of highest seniority first. If approved by supervision, an employee may take any number of days of vacation as day at a time within the same week.
- 300 Requests for a half-day of vacation can be scheduled up to fourteen (14) calendar days in advance and, if granted, taken four (4) hours at a time, either beginning at the start of the shift or four (4) hours at the end of the shift. The maximum number of hours to be taken in half-day increments shall not exceed *twenty-four (24)* hours in the calendar year. The use of a half-day vacation does not affect the employee's eligibility for scheduled overtime.
- 301 It will be the employee's responsibility to determine his status regarding overtime, even though the employee is out on one or more day-at-a-time vacation at the time of the overtime posting. Rules regarding overtime refusal notification will also apply, notwithstanding employee's absence while on one or more day-at-a-time vacation.
- 302 Vacation pay shall be in the amount of two percent (2%) of the employee's earnings for the preceding calendar year divided by five (5), or eight (8) hours times the minimum rate specified in the Basic Labor Agreement (Article VII, Section 1). The employee will receive vacation pay with

his pay for the week in which the day was taken. Vacation day at a time cannot be deferred and, if not taken, will be paid at the end of the year.

- 303 Every effort consistent with production requirements will be made by the Company to schedule a vacation at a time suitable to the relative employee. Employees shall state their vacation preferences on the form provided prior to January 1. Management will develop a schedule in January honoring seniority. Employees may record their first choice on the preference form. If the original choice is not honored at the time the vacation schedule is determined, openings that develop during the vacation season will be filled by the recorded original preference by seniority. Open weeks after the schedule is determined will be scheduled on a first come first serve basis.
- 304 Vacations scheduled but canceled by management or canceled by the employee will be handled in accordance with paragraph 305 below. An employee canceling vacation must notify his supervision no later than the end of his last regularly scheduled shift prior to the scheduled vacation.
- 305 If the Company schedules a vacation for a particular employee and, because of production requirements, cannot permit the employee to take the vacation at the time scheduled, or if due to personal circumstances, the employee cancels the vacation, the Company and the employee will endeavor to set up another date for the vacation. If this cannot be done satisfactorily to the employee and the employee so desires, he may take his vacation pay in lieu of vacation at that time.

ARTICLE VIII. LOST TIME AND INCOMPLETE DAY'S WORK

Section 1. Employee Late

- 306 A penalty of one-tenth ($1/10$) of an hour will be given an employee who punches "in" from one (1) to six (6) minutes late. For tardiness beyond six (6) minutes the regular procedure of six (6) minute intervals will apply; i.e., up to twelve (12) minutes, minus two-tenths ($2/10$) of an hour; up to eighteen (18) minutes, minus three-tenths ($3/10$) of an hour; up to twenty-four (24) minutes, four-tenths ($4/10$) of an hour, etc. If an employee is not more than eighteen (18) minutes tardy, this time will be deducted from his straight time hours. If he is tardy in excess of eighteen (18) minutes, he shall not receive overtime pay until he has worked a full eight (8) hours. Exceptions will be made to this rule in cases where the Company is directly responsible for the tardiness.

Section 2. Failure to Ring Time Card

- 307 An employee's failure to properly record his beginning and ending time into the ADC System will be brought to the supervisor's attention, in which case such employee will be required to prove he was at work during the time in question. Only after authorization by the supervisor, or other individual designated to give this approval, will the individual be paid for the time in question.

Section 3. Report-In Pay

- 308 (a) An employee called in for work shall be guaranteed four (4) hours of work or its equivalent in pay at his current hourly rate. This provision shall not apply when

the work is performed in continuity at either end of the employee's regular shift.

- 309 (b) When an employee reports for work at his regularly scheduled shift, not having been notified not to report to work, and no work is available, he shall be guaranteed four (4) hours of work or reporting pay of four (4) hours times his regular rate.
- 310 (c) Where premium pay is involved, it shall be made only on hours actually worked.
- 311 (d) In this section, the employee shall forfeit his rights to reporting pay if:
- 312 (1) The Company has attempted to notify the employee not to report to work, but has been unable to do so because the employee has failed to record with the Company his current address and phone number.
- 313 (2) He was absent the previous day without properly reporting off from work.
- 314 (e) The minimum guarantee in this section shall not apply in case of general emergency shut down such as fire, flood, power supply failure, failure of utilities, machine breakdown, or other conditions beyond the control of management.
- 315 In the event of a general emergency shut-down referred to above, whenever possible, the Company will attempt to notify via phone, news media, etc. those employees affected.

Section 4. Injured in Factory

- 316 Employees injured in the factory, who are sent home because of said injury, shall receive pay at the regular hourly rate for the balance of the shift on which the injury occurred; however, it is recognized, in some instances, the employee may not be sent home on the day of the injury, but on a subsequent day be treated in the hospital and sent home, in which case he shall be paid for time lost that day.
- 317 If the attending physician certifies that such treatment must be scheduled prior to the employee's regularly scheduled shift and that the treatment caused the employee to lose time from that shift, he shall be paid for the time lost from that shift. Payment for this time will be made at time and one-half (1.5) when it occurs after forty (40) hours in any one pay period week, at double time on Sundays, and triple time on holidays. The provisions of this paragraph also apply to an employee who must lose time from his regular shift because of a medical examination by the Company Doctor for purposes of a Workers' Compensation evaluation requested by the Company.

ARTICLE IX. WAGES

Section 1. Minimum Hiring Rate and Learner Program

- 318 (a) The minimum hiring rate for Level I employees shall be \$6.00 per hour.
- 319 (b) The minimum hiring rate for Level II employees shall be \$7.00 per hour.
- 320 (c) The minimum hiring rate for Level III employees shall be \$9.00 per hour.

- 321 (d) The minimum hiring rate for Level IV employees shall be \$10.00 per hour.
- 322 (e) The minimum hiring rate for Level V employees shall be \$2.40 per hour below the maximum rate of the classification.
- 323 Employees hired after August 10, 1985, who have never reached the maximum rate in any classification and transfer into a classification in a higher Exhibit A Level will have a rate change as follows:
- 324 (1) When an employee transfers through a job bid or promotion, from a Level I to a Level II or from a Level III to a Level IV classification, add \$1.00 to their present rate.
- 325 (2) When an employee transfers through a job bid or promotion, from a Level II to a Level III classification, add \$2.00 to their present rate.
- 326 (3) When an employee transfers through a job bid or promotion, from a Level I to a Level III or from a Level II to a Level IV classification, add \$3.00 to their present rate.
- 327 (4) When an employee transfers through a job bid or promotion, from a Level I to a Level IV Classification, add \$4.00 to their present rate.
- 328 (5) When an employee transfers, through a job bid or promotion, to Level V, he will transfer at his present rate or the minimum hiring rate for Level V employees, whichever is higher.
- 329 The automatic progression of employees under this paragraph is shown in Exhibit "A" of this Agreement.

Section 2. Pay Above Minimum

- 330 Nothing in Section I shall be construed as preventing an employee from receiving a higher rate of pay than the above mentioned minimum.

Section 3. Classification Rate and Progression

- 331 The Union agrees that there will be a maximum for each classification or sub-division thereof.
- 332 Employees who have reached the maximum rate of any classification and change job classifications through job bids or promotions, will have automatic progression increases at the rate of ten cents (\$.10) every sixty (60) days until they reach the maximum rate of the classification.
- 333 Employees being transferred to a job through a job bid or promotion, with a higher rate, will transfer at their present rate and progress to the maximum rate of the job to which they are being transferred.
- 334 Employees being transferred through a job bid to a job with an equal or lower maximum rate, will transfer at a rate of ten (\$.10) cents below the rate of the job being transferred to for a period of twenty-eight (28) days at which time they will be progressed to the maximum rate of the classification.
- 335 If the sixty (60) day period falls on Monday, Tuesday or Wednesday, the effective date of the automatic rate increase will be on Monday. If the sixty (60) day period falls on Thursday, Friday, Saturday or Sunday, the effective date of the automatic rate increase will be the following Monday, the beginning of the next pay

period. It is understood that the last automatic increase will not necessarily be ten (\$.10) cents. Further, there is no automatic progression from one subdivision or classification to another. All such automatic increases will be effective with the beginning of the pay period following the expiration of the above time periods.

Section 4. Productivity

- 336 The Union recognizes that a high level of wages can be maintained only by a high level of productivity; therefore, the Union and its members agree to cooperate in attaining as high a level of productivity as is consistent with the health and welfare of the employees. The Union and its members will assist in effectuating economies and in the utilization of improved methods and machinery.
- 337 All employees are expected to apply themselves to their job with reasonable effort during their working hours.

Section 5. Pay Day

- 338 Wages are to be paid weekly and will be delivered to employees in their respective department on pay day. Employees not working on pay day will be paid at the Payroll Department. If, on pay day, an employee is short for eight (8) or more hours of pay, and the Payroll Department receives a shortage statement by Noon requesting such shortage be paid in the current pay period, the Payroll Department will issue the employee a check for such shortage prior to the end of the employee's shift. If the shortage statement is received after the Noon deadline, or is for less than eight (8) hours of pay, the shortage amount will be added to the employee's next paycheck.

- 339 Employees taking one or more days of "day-at-a-time" vacation may not be able to obtain their paycheck prior to the beginning of their vacation. Employees on vacation may come to the plant on their own time to receive their paycheck when it is available.

Section 6. Second and Third Shift Bonus

- 340 The Company agrees to pay a bonus of fifty cents (\$.50) per hour for all hourly workers on second shift. Employees working on third shift shall work six and one-half (6-1/2) hours and receive pay for eight (8) hours.

Section 7. Paid Holidays

- 341 The following days shall be considered as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and four (4) floating holidays per year as specified below:

Remainder of calendar year 2014:

Memorial Day	Monday, 26 May 2014
Independence Day	Friday, 4 July 2014
Labor Day	Monday, 1 September 2014
Thanksgiving	Thursday, 27 November 2014
Thanksgiving Friday	Friday, 28 November 2014
Christmas Day	Thursday, 25 December 2014
Floating Holiday	Friday, 26 December 2014
Floating Holiday	Monday, 29 December 2014
Floating Holiday	Tuesday, 30 December 2014
Floating Holiday	Wednesday, 31 December 2014

For calendar year 2015, the holidays shall be:

New Year's Day	Thursday, 1 January 2015
Memorial Day	Monday, 25 May 2015
Independence Day	observed Friday, 3 July 2015
Labor Day	Monday, 7 September 2015
Thanksgiving Day	Thursday, 26 November 2015
Thanksgiving Friday	Friday, 27 November 2015
Christmas	Friday, 25 December 2015
Floating Holiday	Monday, 28 December 2015
Floating Holiday	Tuesday, 29 December 2015
Floating Holiday	Wednesday, 30 December 2015
Floating Holiday	Thursday, 31 December 2015

(Meggitt Aircraft Braking Systems will be closed on Friday, 2 January 2015*)

For calendar year 2016, the holidays shall be:

New Year's Day	Friday, 1 January 2016
Memorial Day	Monday, 30 May 2016
Independence Day	Monday, 4 July 2016
Labor Day	Monday, 5 September 2016
Thanksgiving Day	Thursday, 24 November 2016
Thanksgiving Friday	Friday, 25 November 2016
Christmas observed	Monday, 26 December 2016
Floating Holiday	Tuesday, 27 December 2016
Floating Holiday	Wednesday, 28 December 2016
Floating Holiday	Thursday, 29 December 2016
Floating Holiday	Friday, 30 December 2016

For calendar year 2017, the holidays shall be:

New Year's Day	observed Monday, 2 January 2017
Memorial Day	Monday, 29 May 2017

Independence Day	Tuesday, 4 July 2017
Labor Day	Monday, 4 September 2017
Thanksgiving Day	Thursday, 23 November 2017
Thanksgiving Friday	Friday, 24 November 2017
Christmas	Monday, 25 December 2017
Floating Holiday	Tuesday, 26 December 2017
Floating Holiday	Wednesday, 27 December 2017
Floating Holiday	Thursday, 28 December 2017
Floating Holiday	Friday, 29 December 2017

(Meggitt Aircraft Braking Systems will be closed on Monday, 3 July 2017*)

*When Meggitt Aircraft Braking Systems is closed, employees will be required to either utilize vacation or take the day without pay.

For calendar year 2018, the holidays shall be:

New Year's Day	Monday, 1 January 2018
Memorial Day	Monday, 28 May 2018
Independence Day	Wednesday, 4 July 2018

The 2014 Basic Labor Agreement expires 31 July 2018, which would subject the remaining holidays in 2018 to negotiations.

- 342 For each such holiday, the Company will pay to the employees with seniority who do not perform work for the Company on such holiday, an amount equivalent to the number of hours in the employee's standard work shift for the week in which the holiday occurs, multiplied by his individual hourly rate, subject to the following conditions:

- 343 (a) When any of the above holidays fall within the period an employee is on vacation and he is absent from work because of such vacation, the employee will be paid for such holiday, or may, at his option, extend vacation by such holiday.
- 344 (b) Employees who leave work pursuant to an approved leave of absence during the week in which a holiday falls, or in the week previous to it, or who return to work after such leave, during the week a holiday falls, or in the succeeding week, shall be paid for such holiday.
- 345 (c) Employees who leave work pursuant to an approved sick leave, or who leave the employment of the Company to enter the Armed Forces, up to thirty (30) calendar days prior to a holiday, or who return to work after an approved sick leave or are reinstated from the Armed Forces within thirty (30) calendar days of a holiday, shall be paid for such holiday.
- 346 (d) Employees who are laid off in a work week in which a holiday occurs, or in the week previous to it, shall be paid for such holiday. Employees who are recalled and report for reinstatement during the week a holiday falls or in the succeeding week, shall be paid for such holiday.
- 347 (e) An employee shall not be eligible for such payment, if, on his last regularly scheduled shift prior to, and/or his first regularly scheduled shift after such holiday, he is absent from work without being previously excused by his supervisor or without presenting evidence that his absence was justified and reasonable.
- 348 (f) In the event of two consecutive holidays, an employee shall not be eligible for pay for the first of the two holidays

if he is absent from work on his last regularly scheduled shift prior to the holidays, or shall not be eligible for pay for that second holiday if he is absent on his first regularly scheduled shift after the second holiday without being previously excused by his supervisor or without presenting evidence that his absence was justified and reasonable. The restrictions in this paragraph do not apply in regards to Paragraphs (a), (b), (c), and (d) above except when the holiday falls on the first or last normal working day of the period during which the vacation falls or the first day of leave or layoff.

- 349 (g) Employees who would not otherwise be scheduled to work on the day a holiday falls, will be paid for such holiday, subject to the other provisions contained in this article.
- 350 (h) Where maintenance work essential to the continued operation of the plant must be done on holidays and such maintenance work is scheduled for a holiday, then holiday pay will not be paid employees who refuse to work on such holiday when requested to do so, unless the refusal to work is due to death or serious illness in the immediate family, personal injury, or proven unavoidable illness. The provision of this paragraph shall be applicable only after a canvass of all maintenance employees who normally perform the work which will be required on said holiday has been made and the Company has been unable to obtain sufficient volunteers to accomplish the required work.
- 351 Maintenance employees who work on a holiday may, within one hundred eighty (180) days of the holiday, report off for a regular scheduled work day in lieu of the holiday, with supervision approval.

- 352 (i) Any employees who accept work assignments on the holiday and who absent themselves on that day will not be eligible for any payment for the day unless they fail to work because of death, serious illness in the immediate family, personal injury, or proven unavoidable illness.
- 353 (j) When any of the above designated holidays falls on Sunday, Monday shall be considered as a holiday.
- 354 (k) In no event shall premium or overtime pay apply to holiday hours paid for but not worked.

Section 8. Reserved

355

ARTICLE X. GENERAL PROVISIONS

Section I. Plant Safety

- 356 There shall be a plant Safety Committee composed of representatives from the Union and the Company. The Company Safety Director shall be Chairman of this committee. The Union representatives on this committee shall be the Chairman of the Union Safety Committee and a maximum of five (5) other individuals selected by the Union. The Company will send the Union Safety Representative to the annual State Safety Conference, or if there is no State Safety Conference that year, to the National Safety Conference. Arrangements for attending the Conference, including lost wages and travel expenses, shall be made by the Company's Safety Director.

The designated bargaining unit members of the Safety Committee will be compensated at their normal hourly

rate while meeting with Company safety representatives to discuss issues that are safety-related, performing official safety audits and inspections or performing other tasks as requested by the Safety Committee. During an accident investigation, the Company will compensate the Union Safety Committee Chairperson or his designee who is participating in the investigation at their normal hourly rate.

In addition to any audits or inspections, the Plant Safety Committee will meet monthly to discuss any concerns pertaining to Employee Safety or Health issues.

- 357 Where an employee supplies evidence that he sustained damage to his eyeglasses, hearing aid, or artificial limb while performing the duties of his assigned work with due caution and without interference by other employees, the Company will reimburse the employee for the cost of necessary repairs or replacements.
- 358 The Company will provide plano safety lenses and frames or prescription safety lenses for jobs requiring mandatory eye protection. The Company will establish a source or sources to provide prescription lenses. If required, the Company will reimburse the employee, who is not a participant in the Company's medical benefits program, for the cost of an eye exam. Employees who are active participants in the Company's medical benefits program shall use the provisions of that program to cover the cost of the eye examination. Employees requiring such lenses under this paragraph shall contact the Safety Department or the Human Resources Department for instructions.
- 359 An employee who is requested by a safety inspector from the Office of Occupational Safety & Health Administration

and is designated by the Local Union President to accompany the inspector on an inspection tour, will be paid at his individual hourly rate for the time lost from his regular shift as a result of such plant inspection.

Section 2. Doctor on Call

- 360 The Company agrees to have available, or on call, a doctor of medicine licensed by and practicing in the State of Ohio for the purpose of directing its first-aid activities.

Section 3. Equality of Opportunity

- 361 The parties agree to the principle that there will be no discrimination in wage rates or other conditions of employment by reason of race, color, religion, sex, age or national origin. Further, the parties agree that they will comply with statutory provisions prohibiting discrimination against the disabled, special disabled veterans, and veterans of the Vietnam era. The Company and Union Executive Bargaining Committee will jointly consider and work out means of providing equality of opportunity for all employees.

Section 4. Neutral Gender

- 362 The masculine pronoun wherever used herein shall include the feminine gender in any case so requiring.

Section 5. Ineligibility for Supervision

- 363 No elected or appointed Union representative shall be eligible to appointment or training for positions of supervisory or management capacity during the term of office for which he is elected or appointed. Exceptions

may be made to this clause by agreement between the Union Executive Bargaining Committee and the Company.

Section 6. Selection and Training of Supervision

- 364 The Union agrees that it is the management's prerogative to train employees for all supervisory positions with the Company. The Company agrees that employees receiving supervisory training are eligible for membership in the Union during that period. It is understood that employees who are members of the Union shall take out membership withdrawal cards at the time of their appointment to supervisory positions. No supervisory trainee (acting supervisor) will be assigned supervisory duties for a period longer than forty-five (45) working days in any twelve (12) month period unless agreed upon by the Company and the Executive Bargaining Committee. Should any employee acting as a temporary supervisor fill any vacancy other than as indicated above, he will have all seniority arrested during the assigned period.
- 365 Employees promoted to supervision from the Bargaining Unit after August 10, 1985, must express their desire to either remain on supervision or return to the Bargaining Unit within one (1) year from the date they were promoted to supervision. Those employees remaining on supervision after one (1) year have no seniority rights in the Bargaining Unit. Those employees who choose to return to the Bargaining Unit within one (1) year from the time they were promoted to supervision shall not be credited with any Bargaining Unit seniority for the time spent on supervision. They shall return to the Bargaining Unit with the same Bargaining Unit seniority as they had at the time they were promoted to supervision.

Section 7. Solicitation of Employees

366 Neither party will permit solicitation of employees for any purpose on Company time in a manner which interferes with production.

Section 8. Statement on Employee's Record

367 All letters containing derogatory notations except those recording suspensions or discharges will be destroyed one (1) year after issuance. The employer will establish procedures to assure the destruction of such letters. Letters reporting suspensions, exclusive of violations of Article V of this Agreement, not repeated within a year, will be disregarded in the administration of discipline. Further, after three (3) years, if the employee's records have been corrected, such letter will not be used to support disciplinary action at arbitration. As an exception to the above, a letter recording a suspension for absenteeism will be reviewed, upon request, after one (1) year and if the employee's attendance record has been corrected such letter will be destroyed.

Section 9. Grievance Data Available

368 Whenever grievances arise concerning production problems, hourly rates of pay, or wage rates, supervision shall make available to the Union representative involved all data necessary to settle such grievances. In addition, the Company will make medical records available to the Executive Bargaining Committee upon a signed release for such records from the employee involved.

Section 10. Union Shop

- 369 The following provisions shall be applicable as of the effective date of this Agreement:
- 370 (a) Any employee who is a member of the Union in good standing on the 30th day following the effective date of this Agreement shall maintain his membership in the Union as a condition of his continued employment for the life of this Agreement to the extent of paying periodic membership dues uniformly required by the Union pursuant to the constitution of the United Automobile, Aerospace and Agricultural Implement Workers of America. Such employee may have his membership dues deducted from his earnings by signing the dues authorization and deduction form as hereinafter provided, or if no such authorization is in effect, he must pay his periodic membership dues directly to the Union.
- 371 (b) Any other employee who joins the Union thereafter during the life of this Agreement must maintain his membership in said Union as provided in paragraph (a) of this section.
- 372 (c) Any employee hired on or after the effective date of this Agreement, or transferred into the bargaining unit, shall become a member of the Union not later than thirty (30) days following his hire or transfer into the bargaining unit, and, as a condition of his continued employment, shall maintain his Union membership as provided in paragraph (a) of this section.
- 373 (d) Not later than the 30th day following the effective date of this Agreement, it shall be a condition of continued employment that all employees in the bargaining unit who are not members of the Union shall sign the following form

and shall tender or pay to the Union the amount of periodic dues uniformly required as a condition of acquiring or retaining Union membership.

- 374 (e) The provisions of paragraphs (a), (b), (c), and (d) of this section shall not apply to any employee in the bargaining unit to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than the failure of such employee to tender the aforesaid payments.
- 375 (f) Any employee who is in default of his obligations under the provisions of paragraphs (a), (b), (c), or (d) of this section, shall not be retained in the employ of the Company, provided that the Union shall have notified the Company and the employee, in writing, of such default and said employee shall have failed to remedy the same within thirty (30) days after receipt of such notice.
- 376 (g) The Union will furnish the Company with the names of all members paying dues directly to the Union within thirty (30) days after receipt of such notice following the effective date of this Union Security Agreement at said plant.
- 377 (h) Any dispute arising as to an employee's membership in the Union shall be a subject for the grievance procedure, including arbitration.
- 378 (i) "Member of the Union" where used herein means any employee who is a member of the Union and is not more than thirty (30) days in arrears in the payment of dues.
- 379 (j) The Company will provide each employee on the active payroll with one (1) copy only of the current

Bargaining Agreement, and one (1) copy of the current Pension, Insurance and Supplemental Unemployment Benefit Agreement in effect between the Company and Amalgamated Local No. 856, U.A.W. These copies will be provided no later than one (1) year following the date of ratification of the Agreements.

380 "Employee" where used in this article means an employee of the Company in the bargaining unit represented by the Union.

**MEMBERSHIP APPLICATION
UNITED AUTOMOBILE, AEROSPACE
&
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA - U.A.W.**

Name _____

Dept and CC# _____

I hereby make application for membership in the United Automobile, Aerospace and Agricultural Workers of America and I promise to pay dues uniformly required by the Union pursuant to the constitution of the United Automobile, Aerospace and Agricultural Implement Workers of America.

Dues Deduction Authorization Signed

YES _____ NO _____

(Signature of Applicant)

(Signature of Union Representative)

Section 11. Check-Off

- 381 (a) For the convenience of the Union and its members, the Company, during the life of this Agreement and subject to all the provisions of this Section, shall deduct from the pay of those employees in the bargaining unit who shall execute an assignment and authorization in the form hereinafter provided, all Union dues and initiation fees, levied in accordance with the constitution and bylaws of the Union. The Union shall indemnify the Company against any claims or loss arising out of the Company's deduction of dues and initiation fees not levied in accordance with the constitution and bylaws of the Union and the Union will make refunds direct to all employees for any such wrongful deductions.
- 382 (b) The Union shall submit to the Company on or before four (4) days prior to the pay ending from which deductions are made, a list of its members and the amount of deductions for dues to be made from the pay of each member for the month. Subject to the provisions of this section, the Company shall deduct the appropriate amount from four (4) pays each month from each of those employees whose name has been furnished by the Union as provided above, and who has executed an assignment and authorization herein provided, and remit the same to the Union Financial Secretary-Treasurer.
- 383 (c) The assignment, once executed, shall be irrevocable for a period of one (1) year from the date of execution or until the termination of this Agreement, whichever occurs first. At the end of the original period of irrevocability and each renewal period of irrevocability, the assignment shall be automatically renewed and be irrevocable for a like period of one (1) year or until the termination of the then

current Agreement between the Union and the Company, whichever occurs first, unless the executing employee gives notice revoking his assignment during the ten (10) day period immediately following the end of such a period of irrevocability. The assignment shall be in the following form(s):

**DUES AUTHORIZATION AND DEDUCTION FORM
(Under 1973 Agreement)**

Social Security No. _____
Date _____ Dept. _____
CC# _____
Name _____

Effective this date, I hereby authorize the Company to deduct from my wages, and the Trustee of the SUB Fund to deduct from any Supplemental Unemployment Benefits payable to me from the SUB Fund, regular monthly membership dues in such amount as may be fixed by the Union in accordance with the procedure prescribed by the constitution of the Union, and assigns such deductions to Amalgamated Local Union No. 856, UAW, as provided in this Agreement and in any extension thereof as provided in said Agreement. I also hereby authorize the deduction of and assign unpaid monthly membership dues past due at the time of the first deduction made hereunder, or at the time of any subsequent deduction made hereunder, provided however, that such unpaid dues so deducted at no time exceed the unpaid dues for the three (3) months' period immediately preceding the deduction. This assignment and authorization shall be irrevocable for the period of one (1) year from the date hereof or until the termination of the current collective bargaining Agreement between the Union and the Company, whichever is the shorter period. At the end of the original period of irrevocability, and each renewal period of irrevocability, this

assignment and authorization shall be automatically renewed and be irrevocable for a like period of one (1) year or until the termination of the then current Agreement between the Union and the Company, whichever is the shorter, unless I give notice revoking this assignment and authorization during the ten-day period immediately following the end of such a period of irrevocability. Such a notice revoking this assignment and authorization shall be given by written notice delivered by registered mail to the Local Union and the Company.

Signature _____

DUES AUTHORIZATION AND DEDUCTION FORM

Social Security No. _____

Date _____ Dept. _____

CC# _____

Name _____

Effective as of this date, I hereby authorize the Company to deduct from my wages regular monthly membership dues in such amount as may be fixed by the Union in accordance with the procedure prescribed by the constitution of the Union, and initiation fees, and assign such deduction to Amalgamated Local No. 856, UAW, as provided in this Agreement.

I also hereby authorize the deduction of and assign unpaid monthly membership dues, past due at the time of the first deduction made hereunder, or at the time of any subsequent deduction made hereunder provided, however, that such unpaid dues so deducted shall at no time exceed the unpaid dues for the three (3) months' period immediately preceding the deduction. This assignment, authorization and direction shall be irrevocable for the period of one (1) year or until termination of the said collective bargaining Agreement between the Company

and the Union, whichever occurs sooner, and shall continue thereafter until I shall serve upon the Company and the Local Union by registered mail a written revocation thereof.

Signature _____

- 384 (d) The Company will not be responsible for dues, initiation fees, or rejoining fees which are not collected due to clerical errors of the Union, or due to the fact that the employee did not have sufficient earnings in the pay period in which deductions are made, as herein provided, to cover such Union dues, initiation fees, and rejoining fees after deduction for taxes, or due to the fact that the employee's name, for any reason, has been removed from the Company's payroll prior to the last complete pay period of the month.
- 385 (e) Any disagreement arising out of wage deduction, as provided in this Section, shall be subject to the grievance procedure, including the arbitrator, whose decision shall be final and binding upon all the parties, including the Company, the Union, its officers and members, and any employee. In case of any disagreement, no deduction will be made from the pay of the employee in question until after the dispute is settled.
- 386 (f) No deductions under this Section shall be made from the pay of any Union member employee who is not working at an operation which is within the bargaining unit. Should an employee member, by changing work assignments, be permanently transferred to an operation outside the bargaining unit, his name will be stricken from the check-off list until such time as he returns to work within the bargaining unit. Upon his return, such employee's name shall be replaced upon the check-off list.

- 387 (g) The Union shall indemnify and save the Company and/or the Trustee under the Supplemental Unemployment Benefits Plan harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of the Company and/or the Trustee making any deductions in accordance with the foregoing authorizations and assignments.

Section 12. Subcontracting

- 388 The Company and the Union agree in the principle of maintaining as much work in its Akron facilities as practical, and also recognize that, because of the nature of the Company's business, subcontracting for legitimate business reasons is often necessary. The Company shall have the right to subcontract work, but will not do so for the sole purpose of abolishing jobs.
- 389 The Company will notify the Chairman of the Executive Bargaining Committee at least thirty (30) calendar days in advance of any subcontracting. The Company and the Union (Executive Bargaining Committee) agree to meet and discuss, in advance, the plans the Company has for subcontracting. The final decision to subcontract work is at the sole discretion of the Company.
- 390 Disputes concerning compliance with the terms of this Article and Section may be referred to the grievance procedure set forth in this Agreement.

Section 13. Reserved

Section 14. Waiver

- 392 The Company and the Union have executed a Pension, Insurance and Supplemental Unemployment Benefits Agreement dated as of the date of ratification of the 2014 Basic Labor Agreement. It is understood and agreed that the Pension, Insurance and Supplemental Unemployment Benefits Agreement constitute complete settlement of Pension, Insurance and Service Award, and Supplemental Unemployment Benefits demands by the Union for the duration of said Agreements, and while said Agreements remain in effect, the Company shall have no obligation to negotiate or bargain with the Union with regards to changes in the Pension, Insurance and Service Award benefits or Supplemental Unemployment Benefits of any kind, nor shall there be any strike or work stoppage with regards to such matters.
- 393 Both the Company and the Union voluntarily and unqualifiedly agreed that during the life of this contract, the Company shall not be required to negotiate or bargain with the Union with respect to any matter included herein or subjects which were proposed in writing and not incorporated herein. There shall be no strike or work stoppage concerning any matter which is a part of this Agreement and which is subject to arbitration under the provisions hereof.

Section 15. Institution of Classifications

- 394 Rates and Appendix "A" locations for new job classifications shall be determined by measurement of the job content and shall be established comparable to rates and Appendix "A" locations now in effect for existing classifications in the plant. When an existing classification

is substantially changed, a revision of rate shall be made based on the changes made.

- 395 When a new or revised classification is to be instituted, the Company will notify the Union, in writing, as to the intended date of institution. Such notice shall be given at least ten (10) days prior to the date of the institution of the classification. During this ten (10) day period, the Company and Union shall meet to discuss the new or revised classification. At this meeting, the Company will present to the Union the job description, rate of pay, and Appendix location of the new or revised classification.
- 396 Following the institution of a new or revised classification, the Union will have thirty (30) working days in which to evaluate the newly instituted classification. Should the Union determine that the rate of the newly instituted classification (new or revised) is improper, a grievance may be filed at the Vice President Human Resources level.
- 397 In the event the grievance is not settled prior to arbitration, the arbitrator may make a rate adjustment for the new classification, which is consistent with similar jobs in the plant. On a revised classification, a rate adjustment may be made for any classification which is substantially changed after August 11, 1991. Such adjustments will not be considered as being in violation of Article IV Section 2 of this Agreement. Any rate adjustment resulting from an arbitration award will be retroactive to the date of institution of the new or revised classification.

Section 16. Drug Free Workplace

- 398 It is recognized that the Company will maintain a

drug free workplace as required by State and Federal regulations. In accordance with this provision, drug testing will be conducted as required by the Department of Defense, Federal Aviation Administration, Department of Transportation, or other customer stipulations.

Section 17 Reserved.

399

Section 18 Reserved.

400

Section 19. INCENTIVE PROGRAM

401 The Company shall have the right to establish incentive programs consistent with sound industrial engineering practices. However, no incentive program will be instituted without the Union's agreement.

ARTICLE XI. SUPERVISORS

402 Supervisors shall act in a supervisory capacity only and they shall not perform any work or operation performed by regular workmen or operators at any time whatsoever except in cases of emergency or for the purpose of instructing employees. In such cases of emergency the Chief Steward and Division Committeeperson will be notified in advance if this can be done without affecting production.

403 A list of department supervision will be posted in each department.

ARTICLE XII. BULLETIN BOARDS

- 404 Glass enclosed, locked bulletin boards shall be furnished for the exclusive use of the Union for the purpose of posting notices. Such bulletin boards shall be placed in locations mutually agreeable to the Company and Union. Notices shall be restricted to the following:
- 405 (a) Notices of Union recreational and social affairs.
- 406 (b) Notices of Union elections, appointments and results of Union elections pertaining to the local plant.
- 407 (c) Notices of Union meetings and Union business.
- 408 The Union shall be responsible for all Union postings. No items demeaning or derogatory to the Company or management shall be posted. If management finds controversial items posted, they will meet with the Executive Bargaining Committee to resolve such matters. Either Company or Union officials may remove untimely postings.

ARTICLE XIII. COOPERATION

- 409 The Union and its members agree to report to the Company any threats or acts of sabotage, willful damage to or theft of property, work in process, or materials belonging to employees, the Company or Government; and the Union further agrees that if any such acts occur, to use its best efforts in assisting the Company and the Government to determine and apprehend the guilty party or parties. Any such acts of sabotage, willful damage, or theft shall make the employee subject to discharge.

ARTICLE XIV. DURATION

Section 1. Term of Agreement

- 410 This Agreement shall become effective April 1, 2014 and shall remain in force until Midnight, July 31, 2018, and for additional periods of one year thereafter, with the provision that should either party desire to terminate this Agreement or to modify any portion of any of the terms thereof, it shall notify the other party in writing not less than sixty (60) days prior to the expiration date, or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement or to negotiate such amendments or changes of the terms or provisions thereof as specified in such notice.
- 411 If the parties have failed to agree to a new contract by the specified time, all obligations, benefits, and conditions under this Agreement and related Agreements will automatically become null and void notwithstanding anything else contained in the expired contract or related Agreements.

Section 2. Negotiations

- 412 Negotiations upon such proposed amendments or changes of the terms of this Agreement, covered in the notices of desire to amend, shall begin not later than fifty (50) days prior to the expiration date of any subsequent yearly period and shall continue until agreement is reached, or the contract terminated, and during said negotiations, this Agreement shall remain in full force and effect, except that in the event negotiations are continued by mutual agreement beyond the appropriate expiration

date, either party may at any time thereafter, terminate this Agreement on ten (10) days notice to the other party.

Section 3. Conflicts with Federal and State Laws

- 413 In the event that any of the provisions of this contract are found to be in conflict with any valid Federal or State law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without affecting, in any way, the remainder of these provisions.

ARTICLE XV. ASSIGNABILITY

- 414 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.
- 415 This Agreement, as amended, including the economic stipulations, resolve all pending issues between the parties as of the date hereof and will become effective as ratified by the membership of Amalgamated Local No. 856 on or before April 27, 2014.

Signed this 1st day of April, 2014.

U.A.W Amalgamated
Local No. 856

Meggitt Aircraft Braking
System Corporation

s/Kevin S. Stewart

s/Edward L. Searle

s/Randall L. Conner

s/Alfred W. Zarella

s/John C. Jonke

s/Joseph A. McCutcheon

s/Thomas Horvath, Jr.

s/Julie M. Pero

INTERNATIONAL UNION
U.A.W. REGION 2B

s/Ronald E. Boggess

s/Ken Lortz

WAGE AGREEMENT

This Wage Agreement is a portion of the 2014 Basic Labor Agreement between Meggitt Aircraft Braking Systems Corporation and United Auto Workers Amalgamated Local No. 856. The terms of this Agreement became effective April 1, 2014 and shall remain in effect until Midnight, July 31, 2018.

In accordance with this Agreement, the following payments or general wage increases will be made or become effective on the dates stipulated:

1. Within fourteen (14) days of ratification of the 2014 Basic Labor Agreement, all employees on the active payroll at the time of ratification and all employees on an approved Leave of Absence at the time of ratification who are accruing service shall receive a Lump Sum payment of \$1,500.
2. Effective 30 March 2015, all employees on the active payroll shall be granted a General Wage Increase of three percent (3.0%). Employees who are on an approved Leave of Absence and accruing service on 30 March 2015 shall receive the General Wage Increase effective the date they return to the active payroll.
3. Effective 1 April 2016, all employees on the active payroll and all employees on an approved Leave of Absence who are accruing service shall receive a Lump Sum payment of \$1,100.
4. Effective 3 April 2017, all employees on the active payroll shall be granted a General Wage Increase of three percent (3.0%). Employees who are on an approved Leave of Absence and accruing service on 3 April 2017 shall receive the General Wage Increase effective the date they return to the active payroll.

5. Effective 6 April 2018, all employees on the active payroll and all employees on an approved Leave of Absence who are accruing service shall receive a lump sum payment of \$700.
6. In addition to items one through five (1-5) above, individuals in Skilled Trades classifications (Level V) will receive the following:
- Effective 30 June 2014 an increase of fifteen cents (\$.15) per hour will be granted to eligible employees on the active payroll.
 - Effective 30 March 2015 an increase of fifteen cents (\$.15) per hour will be granted to eligible employees on the active payroll.
 - Effective 3 April 2017 an increase of twenty cents (\$.20) per hour will be granted to eligible active employees on the active payroll.

Signed this 1st day of April, 2014.

U.A.W Amalgamated
Local No. 856

Meggitt Aircraft Braking
System Corporation

s/Kevin S. Stewart

s/Edward L. Searle

s/Randall L. Conner

s/Alfred W. Zarella

s/John C. Jonke

s/Joseph A. McCutcheon

s/Thomas Horvath, Jr.

s/Julie M. Pero

INTERNATIONAL UNION
U.A.W. REGION 2B

s/Ronald E. Boggess

s/Ken Lortz

ATTACHMENT A CARBON

A. Scope of the Attachment

This Attachment applies only to the Carbon/Carbon Manufacturing facility of Meggitt Aircraft Braking Systems Corporation, located in Akron, Ohio, which, for the purposes of this Attachment, is defined as the facilities and bargaining unit employees used to perform the functions and duties as outlined herein within the Carbon/Carbon Manufacturing (C/CM) facility. This facility is defined as Plant F and its immediate perimeter.

B. Efficiencies and Movement of Material

In order to obtain operational efficiencies and to provide for the continuous flow of product and materials, it is recognized that the movement of such items within their operational area for the performance of their classification duties or to the staging area, will be performed by all classifications working within the Carbon/Carbon Manufacturing facility. Within their operational area, each classification may obtain material from storage racks, utility rooms, tooling racks, and storage areas for the purpose of their classification duties within the Carbon/Carbon Manufacturing facility.

It is further recognized that incidental work such as sweeping and cleaning the immediate work area, pulling and disposing of metals, carbons, or other by-products into designated containers within their immediate work area or adding coolant or oil to machines will also be included as a function of the production process for classifications within the Carbon/Carbon Manufacturing facility.

Throughout the course of discussions of the Carbon/Carbon

Attachment new operating practices were achieved which relate to efficiencies of operations within the Carbon/Carbon Manufacturing facility and its corresponding job classifications. It is not the intent of this attachment to erode the duties of the N-380A or N-733A classifications that are otherwise specified within the Carbon/Carbon Attachment.

C. Technical Assistance

During the start up phase of the C.V.D. carbonization, pyrolysis, heat treat, or mold layout operations, Carbon Technicians will assist, instruct, and/or operate the equipment until such time as the operation is approved for production. At that time Bargaining Unit employees will begin cooperative training with Carbon Technicians or other qualified technical or supervisory personnel. Carbon Technicians or other training personnel will be assigned to train each bargaining unit employee upon entrance (employment) into the Carbon/Carbon Manufacturing facility.

Where bargaining unit employees are required to learn new processes due to technological advances, which are installed after the employees initial cooperative training and assistance period, technicians or trainers will be assigned to acclimate bargaining unit employees.

Furthermore, it is understood that Section C of this Attachment is not intended to infringe upon or limit the rights of bargaining unit employees nor is it intended to prevent Carbon Technicians from performing tasks related to Research and Development Programs.

D. Continuous Operations for C-264A Classification

The Carbon/Carbon Manufacturing facility will have a roll

out type schedule for the C-264A, CVD Operator/Heat Treat classification which shall provide for continuous operations. "Continuous", as used in this Attachment, shall mean that the operation is such that a short period of delay may hinder or interrupt production or may result in damage to equipment or product. The C-264A, CVD Operator/Heat Treat classification will work on eight (8) hour shifts as follows:

- 1st - 8:00 A.M. - 4:00 P.M.
- 2nd - 4:00 P.M. - Midnight
- 3rd - Midnight - 8:00 A.M.

There shall be no lunch period in the C-264A classification and employees shall eat while performing their normal duties. Deviations concerning employees eating on the job shall be made by mutual agreement between supervision and the Chief Steward. On continuous operations, if relief is required, it will be furnished.

For scheduling purposes, management will divide the C-264A, CVD Operator/Heat Treat, employees into three (3) groups on each shift designated as Group A, Group B, or Group C. All employees assigned to the identified Group will follow the same rollout schedule of days worked and days off.

The annual schedule for continuous operation by the C-264A classification shall be posted no later than December 15th of the preceding year.

E. Overtime

1. The following shall govern all non-continuous operations functioning in the Carbon/Carbon Manufacturing facility (Plant F) for daily overtime:

When management determines overtime is required for employees on first shift (7:00 A.M. to 3:30 P.M.), it will be offered either from:

3:00 A.M. to 7:00 A.M.

or

3:30 P.M. to 7:30 P.M.

When management determines overtime is required for employees on second shift (3:30 P.M. to Midnight), it will be offered either from:

11:30 A.M. to 3:30 P.M.

or

Midnight to 4:00 A.M.

When management determines overtime is required for employees on third shift (Midnight to 7:00 A.M.), it will be offered either from:

7:00 A.M. to 11:00 A.M.

or

8:00 P.M. to Midnight

It will be the determination of management if the overtime is to be worked before or after the regularly scheduled shift.

After the above procedures have been exhausted and the need for overtime remains, the low-houred employees in the balancing group shall be offered doubles.

Daily overtime hours will be considered to be in balance when they are within sixteen (16) hours. Any individual within sixteen (16) hours of the low-houred employee will be eligible to be scheduled for the daily overtime.

2. The following shall govern continuous operations (C-264A classification) functioning in the Carbon/Carbon Manufacturing facility (Plant F) for daily overtime:

When management determines overtime is required for employees on first shift (8:00 A.M. to 4:00 P.M.), it will be offered either from:

4:00 A.M. to 8:00 A.M.
or
4:00 P.M. to 8:00 P.M.

When management determines overtime is required for employees on second shift (4:00 P.M. to Midnight), it will be offered either from:

Noon to 4:00 P.M.
or
Midnight to 4:00 A.M.

When management determines overtime is required for employees on third shift (Midnight to 8:00 A.M.), it will be offered either from:

8:00 A.M. to Noon
or
8:00 P.M. to Midnight

It will be the determination of management if the overtime is to be worked before or after the regularly scheduled shift.

After the above procedures have been exhausted and the need for overtime remains, the low houred employees in the balancing group shall be offered doubles.

In all cases, low houred employees on their respective shifts will be scheduled.

3. Weekend/Holiday Overtime

Will be scheduled in accordance with the provisions of the Basic Labor Agreement except that double time will be paid for all hours worked on the seventh (7th) consecutive day.

F. General Rules For Overtime In Continuous Operations

1. Overtime for Continuous Operations

- A) Overtime will be paid at the time and one-half rate for all hours worked in excess of eight (8) hours per day and forty (40) hours during the normal work week.
- B) There shall be instant charge for all overtime offered.
- C) Double time shall be paid for all hours worked on the seventh (7th) consecutive day.
- D) There will be one overtime board to which all hours will be charged.

2. Filling Of Overtime Opportunities

A) Call In Board

In the event it is necessary to replace an individual in the C-264A classification due to temporary absence (vacation, illness, jury duty, etc.) such replacement will first be obtained by offering all the available hours to the eligible houred employees who are not scheduled to work on that day. If the individuals not scheduled

to work do not accept the opportunity or cannot be scheduled, the overtime opportunity will be offered in four (4) hour increments in accordance with Section E of Attachment A to the 2014 Basic Labor Agreement.

B) Daily Board

The first four (4) hours of overtime opportunity will be offered to the eligible houred employee currently working on the shift preceding the overtime opportunity; i.e., if the overtime opportunity occurs on first shift, eligible houred employee(s) currently working on third shift will be offered the opportunity to work four (4) hours of overtime from 8:00 A. M. to 12:00 P. M. (Noon).

The second four (4) hours of the overtime opportunity will be offered to the eligible houred employee(s) working on the shift following the overtime opportunity; i.e., if the overtime opportunity occurs on first shift, the eligible houred employees working on second shift will be offered the opportunity to work four (4) hours of overtime from 12:00 P. M. (Noon) to 4:00 P. M.

If a four (4) hour vacancy still remains, all other available C-264A's will be canvassed to fill the remaining four (4) hours.

- C) If all employees on the off shift refuse the four (4) hour overtime opportunity, the opportunity to fill the entire vacancy will be offered to the available eligible houred C-264A.
- D) If after utilizing the above procedure a vacancy

remains, the opportunity may be offered to other classifications in accordance with provisions of the Basic Labor Agreement.

- E) An individual may not be offered nor work more than sixteen (16) hours within a twenty-four hour period.

G. Shift Premium for C-264A Classification

1. Employees assigned to second (2nd) shift shall be paid at the rate of fifty cents (\$.50) per hour above the employee's base rate for all hours worked on second (2nd) shift.
2. Employees assigned to third (3rd) shift shall be paid at the rate of seventy-five cents (\$.75) per hour above the employee's base rate for all hours worked on third (3rd) shift.

H. Holidays

Holidays will be worked as they occur in the normal course of the year; i.e., the schedule will not be revised in an attempt to balance holidays worked among the employees in the C-264A classification.

1. Equalization of Holiday Overtime - on or before December 31st of each year, the number of holidays scheduled or worked by each individual in the C-264A classification will be reviewed. Individuals who were not scheduled to work or did not accept the opportunity to work as many holidays as those scheduled on the original schedule for the most holidays will be compensated for those holidays not scheduled or worked. This compensation shall be sixteen (16) hours pay at the straight time rate.

2. Deferment of Holiday - The C-264A employees who work on a holiday may, within one hundred eighty (180) days of the holiday, report off for a regular scheduled work day in lieu of the holiday, with supervision approval.
3. Absence - any employee who accepts work assignments on the holiday and who absent themselves on that day, will not be eligible for any payment for the day unless they fail to work because of death, serious illness in the immediate family, personal injury, or proven unavoidable illness.

I. Vacations

1. Individuals in the C-264A classification who elect to take a week of vacation will be compensated in accordance with the provisions of the Basic Labor Agreement. Such individuals on a week of vacation will be considered to be on vacation during the normal work week and as such will not be eligible for overtime during that period.
2. Vacation by individuals within the C-264A classification may be utilized on any scheduled work day including Saturday, Sunday, and/or holidays.
3. Utilizing vacation on a holiday will not change the individual having been scheduled for the holiday and will not entitle the individual for additional compensation for that holiday as specified above.

J. Completion Bonus

Individuals who complete their regularly scheduled shifts of eight (8) hours per day for the five (5) regular days in their work cycle shall receive a completion payment

equivalent to four (4) hours at the straight time rate. This completion payment is based only on regularly scheduled hours, not overtime hours. Contractual absences (day-at-a-time vacation, funeral leave, holiday and jury duty) will be considered as days worked for the purposes of this completion payment.

EXHIBIT A NEW EMPLOYEE

(Hired after 08-10-88)

HIRE RATE AND AUTOMATIC PROGRESSION

<u>Level</u>	<u>Hire Rate</u>	<u>After 1st 60 Days</u>	<u>After 2nd 60 Days</u>	<u>After 3rd 60 Days</u>
I	\$ 6.00	\$ 6.15	\$ 6.30	\$ 6.45
	Continue at \$.15/hour each 60 days to maximum rate.			
II	\$ 7.00	\$ 7.15	\$ 7.30	\$ 7.45
	Continue at \$.15/hour each 60 days to maximum rate.			
III	\$ 9.00	\$ 9.15	\$ 9.30	\$ 9.45
	Continue at \$.15/hour each 60 days to maximum rate.			
IV	\$10.00	\$10.20	\$10.40	\$10.60
	Continue at \$.20/hour each 60 days to maximum rate.			
V	\$2.40 below the maximum rate of the classification.			
	The automatic progression shall be an increase of \$.20/hour each 60 days to maximum rate.			

LEVEL I

	CLASS	JOB TITLE
1.	N-122	Cleaning Parts / Subassemblies
2.	N-733	Utility Plant Services

LEVEL II

	CLASS	JOB TITLE
1.	N-612	Material Handler
2.	N-729	Material Mover
3.	N-734	Material/Chemical Handler

LEVEL III

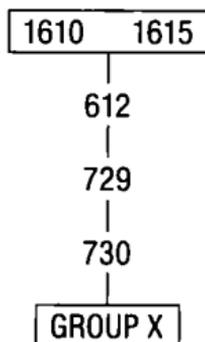
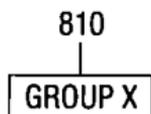
	CLASS	JOB TITLE
1.	N-5	Anodize / Plate
2.	N-19	Assembler (Electro-Mechanical)
3.	N-80	Operator Boring Mill /VTL
4.	N-105	Cadmium (Electric Plating)
5.	C-198	Carbon Specialist
6.	C-264A	CVD Operator/Heat Treat
7.	N-265	Heat Treat/Degrease
8.	N-313	Set Up / Operate Machine Oper.
9.	N-316	Basic Operator
10.	N-380	Lubricator
11.	N-394	Production Spray Painter
12.	N-434	Press/Shear Operator
13.	N-523	Material Improvement Certified Operator
14.	N-690	Tool Room Operator
15.	N-730	Truck / Car Driver
16.	N-819	Assembler / Serviceman
17.	P-1572	Inspector (AA)
18.	P-1610	Dispatcher (Machine Shop)
19.	C-1615	Carbon Dispatcher

LEVEL IV

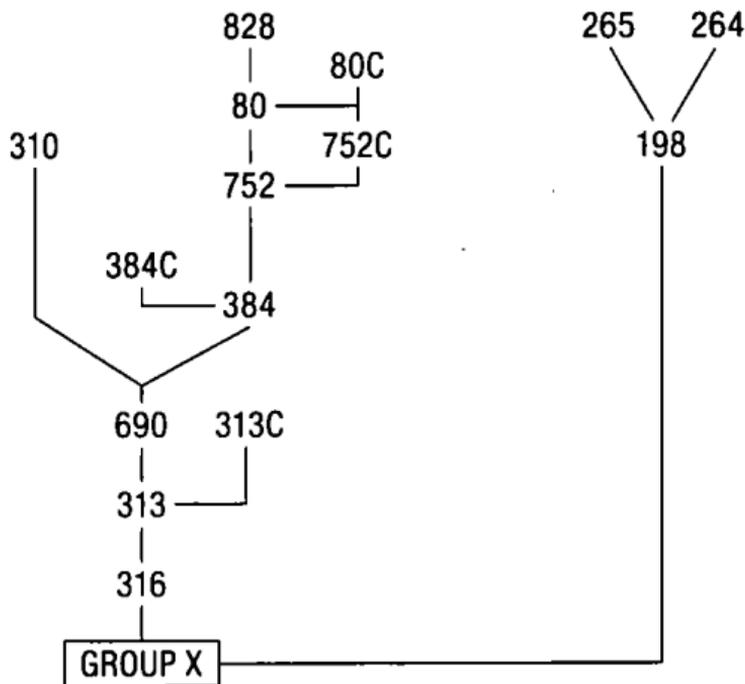
	CLASS	JOB TITLE
1.	N-310	Machinist (A.A.)
2.	N-384	Operator N.C.
3.	N-384-C	Cell Operator (Brake Cell)
4.	N-752	Turret Lathe
5.	N-752-C	Cell Operator (Turret Lathe)
6.	N-313-C	Cell Operator (Torque Tube)
7.	N-80-C	Cell Operator (VTL)
8.	N-810	Welder (Combination A.A.)
9.	N-822	Repair/Overhaul
10.	N-828	Salvage Liaison
11.	P-1500	Non-Destructive Test Operator

LEVEL V

	CLASS	JOB TITLE
1.	N-110	Carpenter
2.	N-180	Electrician (Maintenance)
3.	N-210	Fireman (Power House)
4.	N-235	Grinder (Tool Cutter/Gage)
5.	N-255	Equipment Repair (Specialist)
6.	N-295	Jig Borer (Specialist)
7.	N-322	Mechanic (Air Conditioning & Refrigeration Specialist)
8.	N-355	Mechanic (Utility)
9.	N-356	Maintenance Sheet Metal Work
10.	N-375	Building Mechanic
11.	N-411	Pipefitter
12.	N-570	Service / Maintenance (Truck & Battery)
13.	N-680	Template Maker (Blackout Specialist)
14.	N-715	Tool & Die Maker (Specialist)
15.	N-720	Tool & Die Heat Treat
16.	P-1530	Inspection (Machine Shop Tools/ Dies/ Jigs)

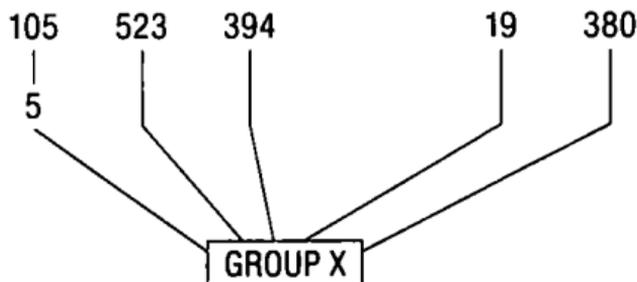
GROUP I**GROUP II**

GROUP III



In Group III, an employee who has exhausted his bumping rights in his line may, before bumping into Group X, bump into another line in, or below, a classification in which he has been previously classified if he has sufficient seniority.

GROUP IV



GROUP V

434

GROUP X

GROUP VII

210 1530 715 295 720 180 110 255 322 411 356 680

|
235355
|
570
|
375**GROUP IX**1500 822 1572
|
819

GROUP X

GROUP X

733 122 734

APPENDIX B**Divisional – Departmental
Breakdown**

For the purpose of Union representation, the following departments shall constitute the respective divisions listed herein as constituted on the effective date of this Agreement. In the event of departmental changes or renumbering, this Appendix shall be amended consistent with the purposes herein.

Department No.

622, 623, 625, 626, 627, 650

651, 652, 655, 656, 660, 661

665, 666, 667, 675, 679

Division A

Reserved

Division B

Reserved

Division C

Reserved

Division D

Department No.

629, 633, 634, 645, 649

664, 676, 677

Division E

SKILLED TRADES

614, 621, 622, 668

Division A

Letter #1

Kevin Stewart, Chairman
Executive Bargaining Committee
U.A.W. Local 856

It was agreed during 2014 negotiations that the provisions of Paragraphs 50, 79, 80, 81, and 82 of the 1982 Agreement continue to be in effect until such time as all employees covered under those paragraphs are no longer employed by the Company. These paragraphs will not appear in the 1985 Agreement, the 1988 Agreement, the 1998 Agreement, the 2002 Agreement, the 2006 Agreement, the 2010 Agreement, or the 2014 Agreement.

The intent of this Agreement is to establish that employees who were promoted into a salary position prior to August 10, 1985 did so with certain bargaining unit rights under the above paragraphs (50, 79, 80, 81, and 82 of the 1982 Agreement) and these bargaining unit rights shall be maintained.

Those employees promoted into a supervisory position after August 10, 1985 and prior to June 1, 2002 have one (1) year to determine whether or not to remain on supervision. They may accrue bargaining unit seniority during this period. Those employees promoted to a supervisory position after June 1, 2002 may not accrue bargaining unit seniority during this period.

Employees going into other salary positions after August 10, 1985 have no bargaining unit rights once they go on salary.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Agreed: *s/Kevin Stewart*
Kevin Stewart

Letter #2

Kevin Stewart, Chairman
Executive Bargaining Committee
U.A.W. Local 856

Reference: Incidental Work

It is recognized there is a certain amount of incidental work which affects all classifications. The parties agree that incidental work includes simple tasks that a worker is qualified to do in order to further the production process in an efficient manner. It would not be considered incidental work if the worker was asked to perform these tasks outside of the operation or process for which he/she was assigned.

This will include pick up of paperwork, templates, equipment and product to enable the operator to continue performing the job. In instances where there is shortage of paperwork or equipment necessary for performing the job, the operator may pick up the paperwork or equipment to enable the operator to continue performing the job. This would include, but not be limited to, situations where a template ran out of calibration during the course of a run. In such instance, the operator could take the template to get the calibration updated and then continue the run. Also included would be instances of the operator taking a part for inspection verification in order to continue the process. The operator will not be required to drive a tow motor or run paperwork.

Where the Union questions such work as being incidental, the Vice President Human Resources or his designated representative will meet with the Union's Executive Bargaining Committee to discuss such work.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Agreed: *s/Kevin Stewart*
Kevin Stewart

Letter #3

Tom Horvath, Chairman
Skilled Trades
U.A.W. Local 856

As a result of discussions held during the 1998 contract negotiations and confirmed during the 2002 contract negotiations, it was agreed that maintenance craft employees in the performance of their daily assignments often perform what is considered incidental or overlapping work. All trades with an apprenticable background have work requirements and skill abilities that are relatively common. These common areas may be more prevalent in specific crafts whose classification write-up includes such work in detail. It is, however, well known that in practice all crafts are presently performing work that would be considered overlapping with other classifications. It is with this understanding that the following will be considered as normal maintenance craft operation:

- 1) Craftsmen are expected to perform work outside their craft when such work is incidental to the primary tasks.
- 2) Craftsmen may be assigned to assist other craftsmen where such performance is that of assistance and where such work would be considered as minimal skill or support. This would be necessary to balance workloads and would normally vary within short time periods.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Agreed: *s/Tom Horvath*
Tom Horvath

Letter #4

Tom Horvath, Chairman
Skilled Trades
U.A.W. Local 856

It will be the policy of the Company to replace standard tools when such tools are broken during their proper use while performing assigned Skilled Trades work throughout the plant. Sub-standard, special, precision tools will be replaced by authorization of management only.

s/E. L. Searle

E. L. Searle, Vice President
Human Resources

Agreed: *s/Tom Horvath*
Tom Horvath

Letter #5

Kevin Stewart, Chairman
Executive Bargaining Committee
U. A. W. Local 856

During the life of the Agreement, individuals who are placed on layoff, with the exception of those selecting an optional layoff, as a result of their job being eliminated shall receive:

- An additional ninety (90) days of medical benefits at the active rate. (Contractually they are entitled to ninety (90) days, this is an additional ninety (90) days for a total of one hundred eighty (180) days at the active rate.)

- Individuals placed on layoff after July 1, 2010 shall receive one (1) week (forty (40) hours) of compensation for each full year of service. The minimum compensation shall be equivalent to three (3) weeks (one hundred twenty (120) hours) and the maximum compensation shall be twelve (12) weeks (four hundred eighty (480) hours).
- Individuals placed on layoff after July 1, 2010 with the exception of those selecting an optional layoff, may elect to receive either:
 - Reimbursement for up to \$1500.00 training cost through an accredited training program
 - Reimbursement for up to \$4800.00 of tuition costs for an accredited college or university.

Application for such reimbursement must be submitted within twenty-four (24) months of the date of layoff.

This Article shall not be applicable to any employee retiring from the Company, voluntarily resigning, taking an optional layoff, or being terminated for cause.

An employee shall only be eligible to receive the benefits provided herein once during his or her lifetime.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Agreed: *s/Kevin Stewart*
Kevin Stewart

Letter #6

Kevin Stewart, Chairman
Executive Bargaining Committee
U. A. W. Local 856

The Company and the Union agree that for the facility to operate efficiently and economically, time must be utilized effectively.

In instances where a machine has been down for a period of time for any reason, a programmer or an NC technician may start the machine. This will be done only to reduce idle time waiting for machine warm-up. In this instance, the non-bargaining unit employee who starts the machine will not run any parts on the machine.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Agreed: *s/Kevin Stewart*
Kevin Stewart

Letter #7

Kevin Stewart, Chairman
Executive Bargaining Committee
U.A.W. Local 856

During the course of 2010 Negotiations, it was agreed that members of UAW Local 856 would be permitted to be absent from work on the Federally established date for Martin Luther King Day without an attendance infraction being recorded.

It was also agreed that members of UAW Local 856 would be permitted to be absent from work, without an attendance infraction being recorded, when 11 November occurs on a regularly scheduled workday.

It is understood that individuals who elect to be absent on either or both of these dates will receive no compensation for these dates. Individuals who inform their supervision that they are utilizing the provisions of this letter will be credited with the day for the purposes of weekend overtime. It is also understood that if an individual is on an approved Leave of Absence on these dates, the opportunity to use the excused absence is forfeited.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Concur: *s/Kevin Stewart*
Kevin Stewart

Letter #8

**Kevin Stewart, Chairman
Executive Bargaining Committee
U.A.W. Local 856**

To encourage the wearing of safety shoes in the production areas, on an annual basis, the Company shall provide each member of the bargaining unit on the active payroll with a voucher for the purchase of safety shoes at a Company approved vendor. Each member of the bargaining unit is eligible for only one (1) voucher per calendar year.

Effective January 1, 2015, the amount of the voucher is \$110.00 which may be utilized toward the purchase of safety shoes.

This voucher shall be provided on an annual basis during the duration of the Basic Labor Agreement.

s/E. L. Searle

**E L Searle, Vice President
Human Resources**

**Concur: s/Kevin Stewart
Kevin Stewart**

Letter #9

**Kevin Stewart, Chairman
Executive Bargaining Committee
U. A. W. Local 856**

In the event it becomes necessary for the Union to sell the current Union Hall located at 1155 George Washington Boulevard, Akron, Ohio, the Company will agree to the following:

1. Within thirty (30) days of the official closing of the sale of the Union Hall, the Company will make available to the Union, at no charge, one (1) office with a minimum floor space of 100 square feet.
2. The office space made available to the Union shall have a door capable of being locked. Plant Protection must be provided with a key for this office space.
3. The office space will have electrical outlets, telephone lines, heat and air conditioning.
4. The Company will provide a telephone and a restricted line for this office. Any additional phone service will be the responsibility of the Union.
5. The Company will provide a desk and office chair. Any additional items are the responsibility of the Union to provide. Any additional equipment in the office must be inventoried by Plant Protection when it is brought into the office.

6. The Union will not hold the Company liable for any damage done to the office or its contents as a result of power outages, water line breaks, or any other "acts of God" or any other reasons.
7. The Company will not provide Internet access for the Union's office.
8. The Union will utilize this office only for issues pertaining to the administration of the Basic Labor Agreement. The office will not be used by any members of the Executive Committee of the Union except for the elected members of the Executive Bargaining Committee and the Skilled Trades Chairman.
9. This office will not be utilized for conducting any Union business other than that directly related to the administration of the Basic Labor Agreement.
10. If, in the opinion of the Company, usage of this office is being abused, the Union will be provided with written notification of the nature of the abuse. If the abusive usage is not corrected within seven (7) calendar days, the Union will be given written notice that the office is to be vacated within twenty (20) calendar days of the date the written notice is delivered. The Company has the unilateral right to make this determination and the Union will be responsible for any cost incurred as a result of its failure to comply with the Company's decision.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Letter #10

1 April 2014

Kevin Stewart, Chairman
Executive Bargaining Committee
U. A. W. Local 856

During the course of 2014 negotiations, the parties agreed that the practice should continue, as it has since 1988, to provide compensation for a Benefits Representative to be selected by the Union after consultation with the Company. As they have done since 1988, the Benefits Representative will assist active employees represented by the Union and retired bargaining unit employees, as well as spouses of active and retired bargaining unit employees when requested by such employees, spouses or the Company, in processing claims for benefits.

The employee designated as Benefit Representative by the Union shall be compensated at their current hourly rate, up to a maximum of sixteen (16) hours per week. Hours not utilized may not be accumulated.

s/E. L. Searle

E L Searle, Vice President
Human Resources

Concur: *s/Kevin Stewart*
Kevin Stewart

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June

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						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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