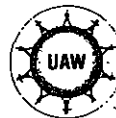


K# 4115

VOLVO



**AGREEMENT BETWEEN
NEW RIVER VALLEY PLANT
OF
VOLVO TRUCKS NORTH AMERICA, INC.**

AND

**THE INTERNATIONAL UNION
UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW)**

AND

**LOCAL 2069 OF INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW)**

EFFECTIVE

March 17, 2008 THROUGH March 16, 2011

FOR THE

PRODUCTION AND MAINTENANCE EMPLOYEES

AND

SALARIED EMPLOYEES

NEW RIVER VALLEY COMMON AGREEMENT TABLE OF CONTENTS

<u>Article Number</u>	<u>Article</u>	<u>Page</u>
1	Recognition	3
2	Dues Check-Off	3
3	Non-Discrimination	6
4	Representation	7
5	Bulletin Boards	8
6	Grievance Procedure	9
7	Discipline	14
8	Management Rights	15
9	<i>No Strike - No Lockout</i>	15
10	Probationary Period	16
11	Loss of Seniority	17
12	Seniority - Former Unit Employees	17
13	Bargaining Unit Work	18
14	Transfer of Operations	18
15	Promotion and Transfer/Job Bidding	18
16	Temporary Layoff/Assignment	18
17	Reduction in Force	18
18	Equalization of Overtime Opportunity	18
19	Overtime	18
20	Reporting Absences	18
21	Leaves of Absence	19
22	Health and Safety	23
23	Medical Department - Occupational Injuries	34
24	Agreement - Furnishing	35
25	Subcontracting	35
26	Skilled Trades	35
27	<i>Voting Hours</i>	35
28	Jury Duty and Witness Service	36
29	Bereavement Pay	36
30	Shift Preference	37
31	Working Hours	38
32	Basis of Payments	39
33	Reporting/Call-In Pay	40
34	Vacations	40
35	Holidays	42
36	Tuition Assistance and Refunds	44
37	Cost-of-Living Allowance	44
38	Wages	46
39	Relief and Rest Periods	47
40	Work Standards	47
41	Separability of Provisions	47
42	Waiver	47
43	Effective Date/Termination	48
44	Memorandum of Understanding Regarding Substance Abuse	48
45	Quality Incentive Program	51
46	Attendance	52
47	Successors	52
	Exhibit "A"	54
	Letters of Understanding	
#1	Sourcing Review	57
#2	Sourcing Discussion	58
#3	Start-Up Letter	59
#4	Changes in Plant Operating Environment	60
#5	Security Equipment/Cameras	61
#6	Striker Replacement Workers	62
#7	Retiree Bonus	63
#8	Light Duty Program	64
#9	EMT Fees	65

#10	Fire Brigade Training	66
#11	Medical Coverage	67
#12	MERT Team	68
#13	Safety/Welfare	70
#14	Transportation of Employees	72
#15	Scheduling of Medical Treatments	73
#16	Union Label	74
#17	Vendor Work Performance	75
#18	Extension of Recall Rights	76
#19	Ergonomics	77
#20	Cadmium	79
#21	Health & Safety Coverage	80
#22	Volvo Production System (Lean Manufacturing)	81

INTRODUCTION

The purpose of this Agreement is to set forth various terms and conditions of employment, to promote orderly and peaceful labor relations, and to insure the continued prosperity of both the Company and the employees by producing quality products at competitive prices.

The Company and the Union shall endeavor to promote the fullest degree of friendly and cooperative relations between their respective representatives at all levels and among all employees. The parties recognize that conflict situations may occur in the working place but pledge to conduct themselves in a professional and unemotional manner by addressing the issues through the established procedures contained herein. The Company will treat employees fairly and equally in applying the terms of policies and procedures.

ARTICLE 1 – RECOGNITION

SECTION 1.

This Agreement, is made and entered into on March 17, 2008 between the NEW RIVER VALLEY PLANT, of VOLVO TRUCKS NORTH AMERICA, INC., hereinafter referred to as the "Company," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union 2069, hereinafter referred to as the "Union"

SECTION 2.

The Company recognizes the Union as the exclusive representative for the employees in the bargaining units described in the Supplemental Agreements and domiciled at its production facilities located at the Intersections of State Roads 611 and 643 in Dublin, Virginia for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment covered by this Agreement.

SECTION 3.

Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

ARTICLE 2 - DUES CHECK – OFF

SECTION 1.

Subject to the limitations as provided within the State of Virginia and/or Federal Law, the Company shall deduct dues and initiation fees from the pay of each union member. Such deductions shall be from the second payroll check distribution for production and maintenance employees and from the first payroll check distribution for salaried bargaining unit employees for the dues and initiation fee of each member who

has executed an authorization form as agreed upon by the Company and the International Union. It shall be the responsibility of the Union to provide such authorization.

SECTION 2.

All sums deducted shall be remitted to the Financial Secretary of Local 2069 not later than the 20th day of each calendar month in which deductions are made. At the time of submitting the amounts of such deductions and the names from whom deductions are made, the Union shall give the Company prompt written notice of any discrepancies in the list and remittances furnished.

SECTION 3.

The Union shall indemnify and save the Company harmless from all claims, demands, suits, or any other liability arising out of or by reason of action taken or not taken by the Company for the purpose of complying herewith.

SECTION 4.

During the life of this Agreement, in accord with SECTION 2. above, and within the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Company agrees to deduct Union initiation fees and membership dues from the pay of any employee in the bargaining unit, upon receipt from the Union of a written assignment duly signed by each employee.

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY DATE _____

I hereby assign to Local Union No. _____, International Union, United Automobile Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me on a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the Collective Agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee) (Address of Employee)

_____ (Type or print name of Employee here)

_____ (City) (State) (Zip)

_____ Date of Sig (Emp. Clock No.)(SS No.)(Date of Delivery to Employee)

SECTION 5.

The Union, through its Secretary, shall give written notice to the Company of the amount of initiation fees and dues deductible in accordance with the preceding authorization. In all cases where deduction is made which duplicates payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws and/or the terms of this Agreement, refunds to the employees will be made by the Union.

SECTION 6.

The Company will not interfere with, restrain, or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment, or any term or condition of employment attempt to discourage or encourage membership in the Union.

SECTION 7.

The Union agrees that neither the Union nor its members will intimidate or coerce any employees with respect to his right to work, with respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues on Company time in such a manner as to interfere with the efficient operation of the Company.

SECTION 8.

The Company agrees to deduct from the pay of any employee covered by this Agreement, voluntary contributions to UAW V-CAP, provided that such employee properly authorizes or has authorized the Company to make such deductions. Any employee wishing to have voluntary contributions to UAW V-CAP deducted, must so authorize the Company to do so prior to such deductions being made.

The Union agrees not to solicit employees at work with regard to the UAW V-CAP program during working time and shall at no time distribute pamphlets, handbills, or other written material regarding the UAW V-CAP program during work time.

Deductions shall be made only in accordance with the employee's authorization and the amounts so designated, together with the provisions of this section of the Agreement. Deductions shall be made pursuant to the Company receiving such authorizations from the employee's first pay received each month so long as the employee's authorization has not been revoked and is still in effect.

The Company will remit said deductions to the International Union (UAW). In addition, the Company will provide the International Union with names, social security numbers, and addresses of those employees for whom deductions have been made and the amount deducted from each employee.

Voluntary V-CAP contributions will be deducted from the monthly pension payable to any retired employee or surviving spouse who provides the International Union a signed authorization.

The Union shall indemnify and save the Company harmless from all claims, demands, suits, or other liability arising out of or by reason of actions taken or not taken by the Company for the purpose of complying with this Section of the Agreement.

ARTICLE 3 - NON-DISCRIMINATION

SECTION 1.

With regard to employees covered by this Agreement, the Company and the Union agree that they will not unlawfully discriminate in any employment decisions, including but not limited to the recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, discipline and termination, and all other terms and conditions of employment because of race, color, gender, religion, national origin, age, marital status, disability, sexual orientation, or citizenship status.

SECTION 2.

The Company and Union agree to effectuate policies against the aforementioned discrimination. To this end, the parties have expressly incorporated into this Agreement a "Non-Discrimination" provision that insures adherence to that principle in all aspects of employment. The parties shall jointly work together to:

- a) Encourage all employees to use the established grievance procedure as the

exclusive remedy to handle claims of alleged discrimination in order to avoid multiplicity of litigation in many forms simultaneously which is frequently time consuming, contradictory and, hence, nonproductive to relieving employee problems.

- b) Promote harmonious relationships between all employees and to relieve any tensions in this area.
- c) Promote education in this area and work to eliminate the root cause of discrimination.

SECTION 3.

Whenever reference in this Agreement is made to the male gender, it shall apply equally to the female gender or vice versa.

ARTICLE 4 – REPRESENTATION

Additional representation provisions are set forth in the respective Supplemental Agreements.

SECTION 1.

The Company will recognize a full-time Health & Safety Representative and a full-time Benefits Representative, who are active seniority employees, appointed by the Director of the B.E.T Department of the UAW. The Health and Safety Representative shall be permitted to file health and safety grievances. The Benefits Representative shall be permitted to file grievances over benefit issues as outlined in the Benefit Section of the Agreement. The Health & Safety Representative, Benefits Representative and the EAP Representative will be paid fifty (50) hours straight time per week at their regular hourly rate. The Company will also recognize a full time Employee Assistance Program (EAP) representative who is appointed by the Director of the B.E.T. Department of the UAW. The EAP representative will be trained on the proper procedures for the identification and referral process, and will perform the duties in a confidential manner as outlined under Article 46.0 of this agreement. Should the Health and Safety Representative, Benefits

Representative or the EAP Representative vacate his position, he will flow back to the workforce pursuant to Section 2 below

In the event the EAP or Benefits Representative is on an approved leave of absence in excess of **fifteen (15)** days, the Union may appoint a **temporary qualified full-time** replacement.

SECTION 2.

The Union will furnish to the Manager, Human Resources, a list of the Committeemen, Alternate Committeemen and Officers, together with a description of the departments, districts, and/or groups of employees represented by such Committeemen or Alternate Committeemen and Officers, respectively. To be considered, each grievance must be filed by the Committeeman representing the departments or district and/or groups within which the grievance arose. Any change in such lists or descriptions shall be reported promptly by the Union to the Manager, Human Resources. The Company will not recognize any employee as a representative of the Union unless notice has been given as above provided.

The Committeeman in each department and/or district, the members of the Grievance Committee, and the covered Officers of the Union shall head the seniority list while functioning as representatives of the employees, subject, however to the provisions of the agreement.

When reducing the working force, (regular or temporary) notwithstanding their position on the seniority list, the Committeemen and covered Officers of the Union, will continue to function as full time Union Representatives, or if not full-time Representatives, on jobs in their current departments and/or districts, if applicable, or on jobs they can perform. These officers, and Committeemen, shall not head the seniority list for the purpose of upgrading, promotion, or displacement of other employees, except for layoff or recall purposes.

When a reduction in force requires the layoff of an Officer of the Union or a Committeeman they shall be laid off in the following order: Vice President, Committeeman, Bargaining Chairman, President.

When a Committeeman or an Officer of the Union who heads the seniority list under this paragraph and has remained at work only by virtue of his office, loses his office, he shall be returned to the Bargaining Unit in accordance with the seniority and layoff-recall provisions.

SECTION 3.

The Company will provide properly maintained and clean in-plant Union Work Centers for the hourly bargaining committee and for the salaried bargaining Chairperson, who will cooperate to permit the performance of maintenance and cleaning activities. The locations will be mutually agreed upon. Management will provide appropriate supplies, equipment and furnishings for the work centers.

ARTICLE 5 - BULLETIN BOARDS

Locked Bulletin Boards shall be placed at the Union Work Center, in the PC Building, Methods Lab, each Hourly Employee Entrance, and in the hallway between the main office and the cafeteria which may be used by the Union for posting notices of the following types:

- a) Notices of Union recreational and social events

- b) Notices of Union elections
- c) Notices of results of Union elections
- d) Notices of Union meetings
- e) Other mutually agreed upon material

The foregoing locations of the bulletin boards may be altered by mutual agreement

The Bulletin Board shall not be used by the Union for disseminating propaganda of any kind whatsoever, and among other things, it shall not be used by the Union for posting or distributing pamphlets or political matters of any kind whatsoever, or for advertising. All notices covered herein must be approved and stamped by the Human Resources Department prior to posting.

ARTICLE 6 - GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a specific request, protest or complaint regarding disciplinary actions, the administration, interpretation, compliance or non-compliance of the contractual provisions of this collective bargaining agreement and other matters pertaining to conditions of employment. Should a grievance arise, the Union and the Company shall make an earnest effort to ascertain the facts and seek a fair and equitable resolution through the use of the following procedure. Neither party will burden the formal grievance structure with insignificant matters or cases unsupported by facts or common sense.

SECTION 2. Step 1

Any employee or one (1) designated member of a group of employees, having a specified grievance shall first discuss the matter with his Supervisor who will attempt to resolve the matter.

If the matter is not resolved to the satisfaction of the employee, he may request the Committeeperson to discuss the matter with the Supervisor. The Supervisor will send for the Committeeperson within a reasonable timeframe.

After the services of the appropriate Local Union representative have been requested, the supervisor shall not again discuss the grievance with the employee unless the Committeeperson is present.

If the grievance is not resolved, it shall be properly reduced to writing by the Committeeperson on forms provided by the Company, signed by the grievant, and presented to the Supervisor for disposition.

The Supervisor shall provide a written answer to the grievance within five (5) working days from receipt of the grievance. If the Supervisor's answer is unsatisfactory, the Union may appeal the grievance to Step 2 of the grievance procedure in writing within five (5) working days from the date of the Supervisor's answer

The settlement of a grievance in Step 1 shall not establish a precedent for any future similar grievance.

SECTION 3. Step 2

A meeting to discuss the grievance by the Supervisor's Manager, the Labor Relations Representative, and the Committeeperson will be held within five (5) working days from the date of appeal to Step 2 unless mutually extended. A written answer shall be provided by the Company within five (5) working days after the date of the meeting. The Union may appeal the grievance to Step 3 of the procedure in writing within five (5) working days from the date of the Company's written answer.

SECTION 4. Step 3

If the grievance has not been resolved in Step 2 and has been timely appealed it will be discussed in Step 3 by the Bargaining Chairperson, and the Company's Manager of Labor Relations at the next scheduled meeting. Scheduled meetings will be held at mutually agreeable times between the Union and the Company. Attendees at such meeting shall be limited to two (2) additional representatives for each party. Grievances involving disciplinary suspensions, discharge, policy grievances, or grievances protesting a termination due to a break in service shall be filed directly to Step 3.

The President of the Local Union may file a policy grievance directly to Step 3. A policy grievance is a written complaint regarding the Company's application or administration of the agreement which adversely affected the entire membership of the Local Union.

The Union shall provide an agenda of the grievances to be discussed in Step 3 to the Labor Relations Department with five (5) or more workdays notice of the scheduled meeting.

The Company will provide a written response to Step 3 grievances no later than ten (10) working days after the Step 3 discussion of the grievance. The Union may appeal the grievance to Step 4 of the procedure in writing within ten (10) working days from the date of the Company's Step 3 written response or may request that it be processed in the Expedited Arbitration Procedure within three (3) days from receipt of the Company's Step 3 response.

In the event that the Company fails to provide a written response to a grievance following the discussion in Steps 1 or 2 or 3 within the prescribed time limit, the Union may appeal the grievance to the next Step.

Expedited Arbitration Procedure

In the event that the grievance is not satisfactorily resolved in Step 3, the grievance may be processed through the Expedited Arbitration Procedure if appropriate and / **or** mutually agreed to by the Parties.

An Expedited Arbitration Procedure has been adopted and designed to provide prompt and efficient handling of those routine types of cases which primarily involve questions of fact and which do not involve significant issues of language interpretation or substantial amounts of potential monetary liability. Such cases shall be limited to cases involving **discipline, suspension or** discharge of an employee. However, other cases may be suitable depending upon the facts of the case **with mutual agreement of**

the Manager Human Resources and the Local Union President.

The processing of a grievance through this procedure shall adhere to the following guidelines.

- a.) Within three (3) days of receipt of the Company's answer in Step 3, the Local Union President and the Human Resource Manager shall mutually agree, in writing, to submit the grievance to the expedited arbitration procedure.
- b.) The Local Union will notify the UAW Heavy Truck Department of the International Union and the Human Resource Manager will notify the Corporate Labor Relations Staff of its intention to submit the grievance to expedited arbitration. Within five (5) days of the receipt of the mutual request, the Corporate Labor Relations Department and the Heavy Truck Department of the International Union will notify the Human Resource Manager and Local Union if the grievance is suitable and appropriate for expedited arbitration.
- c.) As soon as practicable following approval, the Local parties will arrange to notify an Arbitrator from the Permanent Panel in accordance with Exhibit A of this Agreement. The decision of the Arbitrator shall be final and binding on the Union, the employees, and the Company and shall not establish a precedent for any future similar case.

SECTION 5. Step 4

Grievances properly processed through Step 1, Step 2, Step 3, and appealed to Step 4 shall be heard by representatives of the Company, including the Manager of Human Resources, the President of the Local Union, the Regional International Union Representative, and the Local Bargaining Chairman. The International Union Representative may, on a case-by-case basis, bring one (1) additional Local Union Representative. The Manager of Human Resources may bring up to two (2) additional Company Representatives to the meeting.

The Union shall provide an agenda of the Grievances to be discussed to the Human Resources Manager with ten (10) workdays or more notice preceding the scheduled meeting.

The Company shall provide a written answer to all grievances discussed in Step 4 within ten (10) working days following the meeting. If the grievance answer is unsatisfactory to the Union, the International Union's Regional Representative shall have thirty (30) working days from the date of receipt of such answer to file a written appeal to the UAW International Heavy Truck Department and Director of Labor Relations, N.A. of its desire to process the grievance to Step 5, Arbitration.

SECTION 6. Arbitration

- a) The parties shall designate a permanent arbitrator to serve for a period of one (1) year. A permanent arbitrator may be terminated by mutual agreement at any time and a new permanent arbitrator selected. This one (1) year term may be renewed for subsequent one (1) year terms on an annual basis.
- b) During any period when the permanent arbitrator is unavailable or when mutual agreement has not been reached on a permanent arbitrator, arbitration cases will

be heard by temporary arbitrators selected in accordance with the following procedure:

- 1) The American Arbitration Association will, within thirty (30) days following the date of receipt of the Union's written Notice of Appeal to arbitration, be requested by the Union to submit the names of three (3) candidates. In the event the Union fails to make the request within the aforementioned time period, the grievance will be considered settled on the basis of the last answer and not subject to further consideration.
 - 2) If the Company and the Union cannot agree upon the selection of any of these three (3) candidates as arbitrator within ten (10) days from the date the names are submitted by the American Arbitration Association, each party will have the privilege of rejecting one of the three (3) names and the remaining candidate will be the arbitrator.
- c) Neither party will be called upon to submit to arbitration unless the foregoing procedure for the appointment of an arbitrator has been followed.
- d) The arbitrator is not empowered to hear any grievance which has not been the subject of written notice as provided above unless both parties agree to the submission of such grievance.
- e) The power of the arbitrator stems from this agreement, and the arbitrator's function is to interpret and apply this agreement and any other agreement which the parties may enter into supplemental thereto. The arbitrator will have no power to add to, or subtract from, or modify any of the terms of this agreement or any of the terms of any agreement which may be supplemental thereto, except as such power may be conferred upon the arbitrator by any of the provisions of this agreement.
- The decision of the arbitrator will be final and binding upon the Company, the Union, and the employees.
- f) The Company and the Union will bear equally the cost, fees, and expenses incidental to proceedings before the arbitrator.

The procedure for hearing disputes referred to the arbitrator will be left to the discretion of the arbitrator after consultation with the parties.

SECTION 7.

Grievance Filing Limits. All grievances must be filed in writing within five (5) working days, excluding Saturday, Sunday, holidays, and vacation days, from the occurrence of the alleged action or situation, or from the time the Union first had knowledge of such action, or they shall be considered automatically closed. The Company shall have no liability for any period beyond thirty (30) days prior to the filing of the grievance in writing. Any grievance not appealed in writing within the specified time limits shall be considered closed on the basis of the last answer.

SECTION 8.

Time limits may be extended by mutual agreement of the parties providing such extensions are reduced to writing and signed by an appropriate member of the Company and the Union. Such written extensions will include the specific grievance involved and the specific time granted.

SECTION 9.

All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from the Company less any monies for which he is eligible from.

- a) Unemployment Compensation, Worker's Compensation, or other benefit programs contributed to by the Company.
- b) Any outside employment earnings for personal services rendered.

SECTION 10. Reinstatement of Grievances

Both the Company and the Union have long recognized the mutual value of the prompt, fair, and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective, and dependable grievance procedure is essential to the successful achievement of the foregoing principle. Accordingly, the parties view any attempt to reinstate a resolved grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and a violation of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee, has reviewed the disposition of a grievance and found that such disposition was improperly affected by the Union or Union Representative involved, the UAW-B.E.T. Department will inform the Company's Director of Human Resources in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

Should the Court or an agency (State or Federal) with appropriate authority find that the Union failed to fairly represent an employee, then this International Union and the Director of Human Resources will proceed to establish a procedure for the submission or reinstatement of the complaint or grievance to the grievance procedure.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims arising out of the grievance either that are already barred under the provisions of the Agreement at the time of the reinstatement of that grievance or that relate to the period between the time of the original settlement or withdrawal of the grievance and the time of the reinstatement of the grievance as provided herein. It is further agreed that the reinstatement of any grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, State, or Municipal Agency.

Notwithstanding the foregoing, a decision of an arbitrator shall continue to be final and binding on the Union and its member, the employee or employees involved, and the Company. Such grievances shall not be subject to reinstatement.

This section is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Agreement, except as specifically limited herein, and does not affect Sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by an arbitrator or other grievance resolutions.

ARTICLE 7 – DISCIPLINE

SECTION 1.

When a Bargaining Unit employee who has finished their probationary period is to be disciplined his Committeeman will be notified immediately. Should suspension or discharge be involved, a hearing, upon request, will be held within the next working day after said request. In discipline cases not involving theft, violence, under the influence, insubordination or other similar circumstances, a hearing will be held if requested, prior to the employee being sent home. Should an investigation disclose that the employee has been improperly suspended, laid off or discharged without just cause, such employee will not be penalized for time lost.

SECTION 2.

Any discipline will be given to the employee in the presence of his Committeeman. Discipline will be issued to an employee in a corrective manner not to be construed as punitive in nature. If discipline is issued, after one (1) year without recurrence, the former step will be repeated. Management will provide access to an employee's active personnel record upon request of the employee. The above shall not detract from the Company's right to discharge or to take progressive steps for certain offenses.

ARTICLE 8 - MANAGEMENT RIGHTS

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Company. In addition, the products to be manufactured, the location of plants, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company. Furthermore, all other matters not mentioned above which are not specifically covered by the Agreement shall be left to the sole judgment of the Company. Any differences or disputes may be taken up as a grievance.

ARTICLE 9 - NO-STRIKE - NO LOCKOUT

SECTION 1.

The Union agrees that it will not engage in, initiate, authorize, sanction, ratify, or support any strike, slowdown, stay-in, or other curtailment or restriction of production, interference with the work in or about the Company's Plant or premises, or concerted overtime refusal during the life of the Agreement. In case a strike or stoppage of production shall occur, the Company has the option of canceling this Agreement at any time between the tenth (10th) day after the strike occurs and the day of its settlement.

SECTION 2.

Furthermore, neither party shall be required to arbitrate safety matters. If, however, the Company refuses to arbitrate a safety matter, the Union shall be free to strike, providing the International Union provides a five (5) working day advance written notification to the Corporate Human Resources Staff.

In case a strike does occur, there will be no discussions of the issues in an illegal strike until the strikers cease their illegal activity. In the case of a legal strike, only production standards or safety issues shall be discussed.

SECTION 3.

The Company shall not lockout employees during the life of this Agreement, except in the case of production standards or safety disputes, and not even then until negotiations between the Corporate Human Resources Staff and the International Union have continued for at least five (5) days.

SECTION 4.

With respect to the production and maintenance unit, the Union shall have the right to strike over production standards providing such strike is authorized by the International Union and providing written notice of such intent is delivered to the Corporate Human Resources Staff five (5) working days prior to such strike action, and not even then until members of the International UAW Industrial Engineering Department have met with the Company Industrial Engineering Representatives for at least five (5) days on the matter. Neither party shall be required to arbitrate production standards disputes except by mutual agreement.

ARTICLE 10- PROBATIONARY PERIOD

Additional provisions relating to the probationary period are set forth in the respective Supplemental Agreements.

SECTION 1.

There shall be a probationary period of ninety (90) calendar days for new employees, or employees rehired without seniority. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period. The Company will notify the Local Union of any release taken which involves a probationary employee. Probationary employees will be evaluated on their overall job performance, including attendance, work record and ability, safety, etc., during their probationary period.

SECTION 2.

Once an employee successfully completes the probationary period as defined above, his seniority date will be his last date of hire. If employees are hired on the same day, seniority will be determined on the basis of alphabetical order of the surnames at date of hire of the employees involved. If the surnames of the involved employees are the same, seniority will be determined on the basis of the alphabetical order of the first name at date of hire of the employees involved. If the first and last names are the same, seniority will be determined on the basis of the employees' badge numbers, with the lower numbers taking precedence.

SECTION 3.

When a probationary employee is laid off, his employment will be terminated unless the layoff is ninety (90) working days or less. Recall to work under this condition will be a reinstatement rather than a rehire.

Probationary employees who are placed on temporary layoff will have the time spent on layoff count toward the progression of wages. Probationary employees who are placed on permanent layoff, but are subsequently rehired, will not have the time spent on layoff count towards the progression of wages.

SECTION 4.

If a probationary employee is absent on medical leave for a period not exceeding the period he was employed continuously by the Company immediately preceding the date such absence commenced, he will be reinstated and returned to work if there is work available which he can perform, and it does not require the layoff of another probationary employee. If the period of absence exceeds his preceding period of employment, the Company shall be under no obligation to reinstate them.

SECTION 5.

If a probationary employee is absent due to plant shutdown or holidays for ten (10) consecutive work days or less, this will be included as part of his probationary period. All absences more than ten (10) working days will not be considered as part of the probationary period and will extend the probationary period accordingly for the employee.

SECTION 6.

The Company and the local Union will maintain a joint orientation program to be presented to new job applicants prior to the time they start their jobs. This joint orientation program will not limit any other communications by Management with its employees or by the UAW with its members.

ARTICLE 11 - LOSS OF SENIORITY

Seniority shall be broken for any of the following reasons:

- a) If the employee resigns
- b) If the employee is discharged for just cause.
- c) If the employee retires.
- d) If the employee accepts severance pay under any Company Benefit Plan or any other negotiated special agreement.
- e) If the employee has been on layoff and fails to report to work upon recall within five (5) working days of the requested reporting date after proper notification has been delivered to the employee. Notification shall be in writing delivered to the employee in person or sent by U.S. registered mail, return receipt requested, to the last known address on record in the plant's Human Resources office.
- f) If the employee is absent for five (5) consecutively scheduled working days without cause satisfactory to the Company.
- g) If the employee is absent for five (5) consecutively scheduled working days without giving personal notice to the **Plant Security personnel**. In such case, the employee will be sent a certified letter or other means of documented communication advising him of his loss of seniority, with notice being sent to the union. No employee will lose seniority for failure to give such notice if the employee submits a reasonable excuse for such failure, in a timely manner
- h) If the employee fails to return to work from an approved leave of absence within three (3) working days of its expiration without a cause satisfactory to the Company.
- i) If the employee engages in gainful employment while receiving sick leave benefits from the Company, unless he provides a written statement from his physician that such employment does not violate his restriction or will not be detrimental to their recovery
- j) If the employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff period, provided that an employee who has six (6) months or more seniority at the time of layoff will retain seniority for not less than one (1) year thereafter.
- k) The acceptance by an employee into a supervisory or a non-bargaining unit position.
- l) The Company and the Union may decide exceptional cases on a non-precedent basis.

ARTICLE 12 - SENIORITY - FORMER UNIT EMPLOYEES

Provisions relating to seniority and transfers to another unit are set forth in the

respective Supplemental Agreements.

ARTICLE 13 - BARGAINING UNIT WORK

Provisions relating to the performance of bargaining unit work by non-bargaining unit employees are set forth in the respective Supplemental Agreements.

ARTICLE 14 - TRANSFER OF OPERATIONS

Provisions relating to transfer of operations are set forth in the respective Supplemental Agreements.

ARTICLE 15- PROMOTION AND TRANSFER/JOB BIDDING

Provisions relating to promotion and transfer are set forth in the respective Supplemental Agreements.

ARTICLE 16 – TEMPORARY LAYOFF/ASSIGNMENT

Provisions relating to temporary layoff are set forth in the respective Supplemental Agreements.

ARTICLE 17 - REDUCTION IN FORCE

Provisions relating to permanent layoff – reduction in force are set forth in the respective Supplemental Agreements.

ARTICLE 18 - EQUALIZATION OF OVERTIME OPPORTUNITY

Provisions relating to equalization of overtime opportunity are set forth in the respective Supplemental Agreements.

ARTICLE 19 – OVERTIME

Provisions relating to overtime scheduling are set forth in the respective Supplemental Agreements.

ARTICLE 20 - REPORTING ABSENCES

In case an employee is absent from work, he will notify the Plant prior to the commencement of his shift so that appropriate manpower arrangements can be made. Such notification should be at least thirty (30) minutes prior to the shift.

ARTICLE 21- LEAVES OF ABSENCE

SECTION 1. Special Leave

A leave of absence may be granted to an employee for service in the Peace Corps, and in the War on Poverty Program, up to a period of twenty-four (24) months. In either event, an employee's seniority shall accumulate up to twenty-four (24) months of the leave period. However, such employee's employment and seniority will terminate if the leave period is greater than his length of seniority prior to the date on which the leave had commenced, except that no employee shall be terminated or lose seniority during the first twelve (12) months of the leave.

SECTION 2. Union Leave

Upon application, the Company will grant a leave of absence to employees who are elected or appointed to office in the International Union or the Local Union, or who are elected or appointed, without regard to geographical location, to a municipal, state, or federal office, provided the company is furnished with written certification, of such election or appointment to a municipal, state, or federal office, for a period of one (1) year without loss of seniority. Such leaves of absence may be renewed from year to year with seniority accumulated. Upon the expiration of such leave of absence, the employee on such leave of absence under this section will be returned to the employee's job in line with the employee's seniority and will receive the rate of pay prevailing for that job. The renewal will not be necessary for elected or appointed offices of the International Union with the understanding that the Union will notify the Company, to the extent possible, thirty (30) days in advance of the expiration of such leave(s).

SECTION 3. Military Leaves

An employee, or laid-off employee, retaining seniority who enters either active or inactive training duty of service in the Armed Forces of the United State (U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, Air National Guard, or any reserve component thereof) will be given a Leave of Absence, without pay, subject to the conditions herein. Seniority shall accumulate during the period of such leave. Upon termination of such leave, the employee shall be offered reemployment in his previous position subject to the agreed rules of seniority at the current rate of pay, or a position of like service time, status, and pay, if there is sufficient work available based on his seniority, in which event he will be offered such employment as may be available which he is capable of doing at the current rate of pay for such work, providing he meets the following requirements:

- a) Has not been dishonorably discharged
- b) Is physically able to do the work
- c) Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

Employees failing to report within the above time limits shall be considered a voluntary

quit.

SECTION 4. Pay for Military Leave

An employee with seniority who is required to serve short term military duty with the active Reserves or National Guard will be paid the difference between their regular straight time hourly rate with applicable shift premium and the total government pay for a period not to exceed two (2) weeks per military year (October 1 through September 30), based on forty (40) hours per week. Should short-term military leave fall within a vacation shutdown period, any affected employee will be given his vacation time at another time during the year. If travel time requires an employee to miss the day before or the day after his short-term military leave, the company will allow the employee off without pay and no charged absence. However, any employee who is activated for military service due to an emergency will be compensated on the same formula for a maximum of thirty (30) additional days. An employee must notify the Human Resources Department prior to his performing such military duty and upon his return to work, furnish the Company with a statement of the military pay received for performing such duty.

An employee with seniority who is called to active duty shall receive the difference between their base pay and military pay for up to a total of three (3) months during their lifetime. This length of time may be in one call-up period or separate call-up periods.

SECTION 5. Educational Leave

An employee with seniority of one (1) year or more years who desires to further his education, may make application of a Leave of Absence for that purpose providing the educational program will improve his present job skills or will help him prepare for promotion. Employees whose services are not required during the time period in question will be given consideration. One (1) continuous Leave of Absence, without pay, for such education may be granted to eligible employees for a period not to exceed twelve (12) months. Seniority shall accumulate during such leaves of absence. Extension of this leave may be granted at Company discretion.

SECTION 6. Personal Leave

Personal Leave of Absence, without pay, may be granted for periods up to thirty (30) days to a seniority employee on approval of the Company when the services of the employee are not required and there are employees in the Plant capable of doing his work, and provided that the employee does not work in any occupation for his own personal gain which would allow the employee to replace his lost wages due to the Leave of Absence. Employees returning from Personal Leave of Absences shall be returned to the same classification and department, seniority permitting. Such formal leave will not be granted an employee who is laid off and will not be extended if the employee would have been laid off had he been working. With regard to the Production & Maintenance Unit, LOA's will not be considered or approved until the vacation sign up schedule is completed and approved.

SECTION 7. Sick Leave

A seniority employee shall be granted a Sick Leave of Absence upon presentation

of satisfactory medical evidence from a qualified physician. Seniority of such employees shall accumulate during the extent of the sick leave, but employment will terminate if the employee is on leave for a period of time longer than the length of his seniority prior to the date the leave commenced, except that no employee shall be terminated in less than one (1) year. An employee returning from Sick Leave of Absence must present written evidence from his personal physician that he is able to return to full time regular work and/or he must be approved to return to work by the Company medical department before he will be allowed to commence work. Employees returning to work shall return in the same classification and department if their seniority and restrictions permit.

A probationary employee will be granted a sick leave of absence upon presentation of satisfactory medical evidence from a qualified physician. Employment will be terminated if the employee is on leave for a period of time longer than their length of employment at the start of such leave.

SECTION 8. Family Medical Leave

Effective February 5, 1994, eligible employees pursuant to the Family Medical Leave Act are entitled to, up to twelve (12) weeks of unpaid leave if they have worked for the Company for at least one (1) year and for 1,250 hours over the previous twelve (12) months.

Unpaid leave must be granted for any of the following reasons:

- a) To care for the employee's child after birth or adoption or placement for Foster Care
- b) To care for the employee's spouse, child or parent who has a serious health condition
- c) For a serious health condition of the employee that makes the employee unable to perform the employee's job

An employee may elect to use any accrued and/or unused vacation and/or personal days during the FMLA leave period. If an employee elects to use paid vacation during the FMLA leave period and this results in the employee not having a sufficient amount of vacation during the vacation shutdown periods, the Company may work the employee or lay the employee off without SUB for the vacation shutdown period.

Time on FMLA leave will not be considered in calculating vacation

Time on FMLA leave will not be considered hours worked for purposes of determining eligibility for additional FMLA leave.

Subject to the other eligibility requirements in the Benefits Booklet, the Company will maintain the employee's health coverage under "The Group Health Plan." If eligible, the employee will also be entitled to group life insurance, disability insurance, sick leave and pension during the leave period. However, an employee who chooses not to return to employment from **FMLA** leave will have their health insurance terminated and will be required to repay any health insurance premium paid on their

behalf during any period of unpaid leave.

In order to be eligible for FMLA leave the employee must provide:

- 1) Thirty (30) days advance notice when the leave is foreseeable. If not foreseeable, the employee must give notice as soon as practical.
- 2) Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
- 3) Periodic reports during FMLA leave on the employee's status and intent to return to work and;
- 4) A "fitness-for-duty" certification to return to work.

At the Company's option and expense, second or third medical opinions and periodic recertification may be required. An employee's failure to follow these procedures or to fulfill his or her other obligations under this Section, including a failure to return to work as scheduled, will subject the employee to discipline. Additionally, employees on FMLA leave are prohibited from engaging in other employment.

FMLA leave may be taken intermittently whenever it is medically necessary for seriously ill family member or because the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the Company's operations, subject to approval of the physician or any other medical person as defined in FMLA. Intermittent leave may also be requested in the case of birth, adoption, or foster placement of a child, but must be approved by the Company; FMLA limits the leave that may be taken by spouse to a combined total of twelve (12) weeks for the birth, adoption, or foster placement of a child. Additional time beyond twelve (12) weeks may be requested, but must be approved by the Company. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, to care for his or her own parent, or for his own serious illness.

An employee returning from FMLA leave will be returned to their regular department, classification and shift seniority permitting, provided he is able to perform all duties of the classification he had previously performed. However, employees on FMLA leave have no greater right to reinstate to any position than other bargaining unit employees.

A Company designated form to apply for FMLA leave is available from Human Resources.

The above provisions will be changed to conform and comply with any changes in future State or Federal legislation as they may occur.

ARTICLE 22 - HEALTH AND SAFETY

SECTION 1.

The Company, Union, and employees will cooperate toward the prevention of accidents and the furtherance of an aggressive Health and Safety program. The Company will maintain a clean, properly lighted, heated and ventilated factory. Further, the Company shall provide necessary procedures addressing safety and occupational disease concerns.

Both the Company and the Union shall cooperate in seeking solutions to help reduce accident frequency and severity rates and shall jointly participate in Health and Safety education.

SECTION 2. Safety Glasses

It is understood that all employees shall wear safety glasses and side shields as required. Non-Prescription safety glasses will be supplied by the Company without cost to the employees and replaced without cost if they are damaged. The Company will supply, without cost to the employee, prescription safety glasses, including bifocal and trifocal progressive lenses, when obtained through the authorized source every two (2) years. In addition, employees in a welding classification will receive an additional pair of glasses every two (2) years with the appropriate tint as deemed necessary by the Joint risk assessment. The prescription safety glasses will be replaced by the Company without cost to the employee if they are in any way damaged beyond repair in the performance of work for the Company. The employee will pay for vision examinations except for those benefits covered by the Vision Care Program

SECTION 3. Personal Protective Equipment

The Company will provide personal protective equipment and special clothing as required by the Joint risk assessment, and agreed to by the Joint Health and Safety Committee. This equipment will be supplied at no cost to the employee. Once having received such equipment, the employee shall turn in the worn or damaged equipment to receive a replacement, except when beyond the employee's control. Such exceptions (ex. paper coveralls) must be documented.

All employees with specific job tasks presently supplied with appropriate coveralls or uniforms, for the purpose of personal protection, will continue to be supplied with

coveralls or uniforms at no cost to the employee. Applicability of this section will be reviewed and documented annually by the UAW Health and Safety Representative and the Company Health and Safety Leader. In applying this paragraph, appropriate **flame** retardant coveralls or uniforms will be supplied to all welders performing gas, air, or combination welding, who wear over such coveralls or uniforms the leather sleeves and the leather aprons supplied by the Company.

When the Joint risk assessment determines that a job requires the use of safety shoes, the Company will annually reimburse employees the sum of **\$90.00** for the purchase of ANSI approved safety shoes, **as determined by the company**. Such reimbursement will be subject to the employee providing proof of purchase with the original receipt.

SECTION 4. Safety Training

The Company recognizes its obligation to provide adequate safety related training to the employees. Newly hired employees will receive an orientation which shall include all safety related training in accordance with all applicable standards and Corporate policies and standards. Present employees will be given required safety training prior to starting work where such training is required.

SECTION 5. UAW Health and Safety Responsibilities

The Union Health and Safety Representative is responsible for working jointly with the Facility Health and Safety Leader to implement and evaluate the effectiveness of all of the facility's Health and Safety programs, including:

- a) UAW Health and Safety Representatives will be notified in advance of health and safety inspections by private agency officials, and licensed inspectors required or by consultants retained by the Company, and whenever possible by government officials including Federal, State, City and County code enforcement, and be afforded an opportunity to accompany such officials or consultants and provide any pertinent information to them. A copy of such reports, including those of insurance inspectors, will be provided to the UAW Health and Safety Representative. The Company retains the right to withhold the portions of any report that would be protected, under law, as attorney-work product or by the attorney-client privilege, or management privileged information, with the exception of those sections related to health and safety. In addition, UAW Health and Safety Representatives may accompany Corporate and International Union Health and Safety professional on inspection tours.
- b) The primary responsibility for conducting accident investigations lies with the immediate supervisor of the employees involved. Except in the case of a medical emergency, employees are responsible, for notifying their supervisor immediately following an injury. The accident investigations conducted by the supervisors shall be submitted in a timely manner. The Management Health and Safety Leader and the UAW Safety Representative will review reports of these investigations and where appropriate, conduct investigations of serious or potentially serious accidents. If it is determined that the serious injury was caused by an equipment malfunction, the investigation and repairs will be implemented prior to another employee being assigned that machine, but no later

than 24 scheduled hours.

Management will notify the UAW Health and Safety Representative of any significant spills, fires, serious injury or illness including OSHA recordable and Worker Compensation cases **as soon as possible**

A "near miss" (non-injury incident) reporting system will be established at the facility **within 90 days of ratification**. The parties will encourage employees to participate in the "near miss" reports. The Company will provide a computer system for each Union Health and Safety Representative to perform this task. The parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of the Union and Management in order to achieve timely correction.

- c) Review, recommended and administer/conduct local safety training, education and information programs.
- d) Participate in the conduct of industrial hygiene surveys to measure noise, air contaminants and air flow with equipment provided by the Company. Make available, to the UAW Health and Safety Representative, copies of all industrial hygiene reports and surveys
- e) Conduct quarterly safety inspections of the facility and report results to Management.
- f) Have access to Material Safety Data Sheets (MSDS)
- g) In conjunction with the Health and Safety Leader, jointly develop necessary Health and Safety Programs for the facility, including, but not limited to, those specific safety programs set forth in this agreement.
- h) New equipment and rearrangements shall be reviewed with the co-chairs of the Joint Health and Safety Committee **early in the design process and** prior to being placed into operation. Ergonomic issues/designs shall be considered in new and modified equipment and machinery. **Generally recognized job analysis methods will be used which may include Task Based Risk Assessment, Ergonomic Guidelines for Machinery such as the B11 appendix and NFPA 79 and the Robot Safety Standards.**
- i) Prepare reports of findings of the above activities for facility Management and the Joint Health and Safety Committee.
- j) Conduct and maintain a facility fall protection survey.

The Company will recognize an alternate representative who will function when the principal is absent for one (1) full day or longer. During the shorter absences of the principal, the Alternate may function in response to emergency situations.

SECTION 6. Company-Union Health and Safety Committee

There shall be a Joint Health and Safety Committee established consisting of not less than four (4) employees selected by the Union and no less than four (4)

management employees selected by the Company. In addition to the (not less than) eight (8) people the UAW Chairpersons (or their designees) and the Plant Manager (or their empowered designee) will be part of the committee. The UAW Health and Safety Representative and the Company Facility Health and Safety Leader shall co-chair the Committee and not be included in the above mentioned numbers. The Committee shall meet at least once a month and minutes of the meeting shall be taken by the Company, signed and distributed to the Safety Committee, Local Union President and Local Union Chairpersons.

The Joint Health and Safety Committee shall consider and make recommendations for the correction of conditions to be unsafe, unhealthy or unsanitary based upon plant inspections and observations. Copies of such recommendations will be furnished to appropriate company representatives and tentative completion dates will be established. Committee members will be supplied with a monthly analysis of all accidents and injuries and other appropriate data. The Committee will review reports and recommendations of its members or other facility employees and will recommend appropriate actions relating to the Facility Health and Safety Program to the Plant Manager for implementation. The Union Health and Safety Representative is responsible to insure that a facility-wide master list of health and safety problems is maintained. The list will include the problem, the hazard, the person(s) responsible to implement the improvement and the proposed completion date. Copies of the master list will be provided monthly to all members of the Committee. Open health and safety items will be communicated to employees through postings, safety talks and plant or group meeting.

Review OSHA Form 300, results of industrial hygiene surveys, ergonomic committee progress, current material safety data sheets, complaints, outside contractor safety programs, notable first report of injuries, written and educational programs, and progress from previous months recommendations. Members of the Joint Health and Safety Committee will have an opportunity to receive Health and Safety training in areas such as: injury/illness investigation, hearing conservation, machine guarding, control of hazardous energy, industrial hygiene, ergonomics, industrial fall protection, ventilation, and the review of the new equipment.

The co-chairs of the Joint Health and Safety Committee will participate in investigating serious occupational injuries and illnesses in the plant. Any and all information and photographs will be made available to the UAW Health and Safety Representative.

In the event of an emergency, any member of the Safety Committee may request to a co-chair a special meeting of the Safety Committee. If warranted a meeting will be convened as soon as possible.

SECTION 7. Ergonomics

- a) It is the Company and Union's objective to establish and maintain an effective ergonomics program in order to control occupationally related cumulative trauma disorders. The Company recognizes its responsibility to support the Ergonomics Program by providing the necessary resources and leadership. All aspects of the Ergonomics Program will be jointly developed and administered.

- b) The Company recognizes that computerization of Worker's Compensation, medical visit and OSHA recordable data is an important step in the ergonomic process and will begin working toward that end. The Union Health and Safety Representative and appropriate members of the Ergonomics Committee will be provided access to the system.
- c) An Ergonomics Committee will be established at the facility. Each Committee will be jointly co-chaired by the Company and Union. Each Committee will include appropriate Union and Company representatives and additional members from Facility/Maintenance Departments, Engineering, and Medical. The Ergonomics Committee will review employee injuries and illnesses to identify potential ergonomic problems, review ergonomic job analyses, evaluate the status of the facility's prioritized problem job listing, recommend job improvements and oversee related ergonomics training. Problem jobs that have not been corrected within six (6) months of the ergonomics job analysis will be placed on the agenda of the facility Local Committee on Health & Safety.

SECTION 8. Job Evaluation

- a) Ergonomic job evaluation will be conducted within two (2) weeks of a reported ergonomic related injury or illness. Additionally, job analysis will be conducted when an employee reports symptoms of an ergonomic injury, when the Company becomes aware of an ergonomic risk factor, when an Ergonomics Review Form is submitted and when major machinery and equipment changes are made. Employees performing jobs being analyzed will be asked to provide input on problem aspects of the job and potential corrective measures. Employees performing the job will be notified prior to job changes. Ergonomic job analyses and evaluations of work stations will be conducted, and recommendations for appropriate improvements made, by Facility Health and Safety Leader, Union Health and Safety Representatives, Alternate Union Health and Safety Representatives, Engineers and others jointly designated by the Ergonomics Committee.
- b) Ergonomic job evaluations will be entered into a computer database. The system will insure consistent record keeping, facilitate tracking of problem jobs, and provide a convenient method to update evaluations after job changes or ergonomic improvements. The Union Health and Safety Representative and appropriate members of the Ergonomics Committee will have access to the computer system.
- c) Ergonomic design criteria and checklists will be jointly **established and** maintained for use in job evaluation and the review of new equipment and processes. **Other Ergonomic assessments to be used will be jointly established.**

SECTION 9. Job Improvements

Feasible engineering controls (job redesign) will be implemented as the preferred method to control ergonomic risk factors.

SECTION 10. Training

- a) An Ergonomics Awareness Training Program will be developed for all NRV facility

employees. This awareness training will be implemented every three (3) years. Employees will have the opportunity to submit recommendations to the Ergonomics Committee for the redesign of workstations and/or work assignments and receive feedback on their recommendations, prior to reconstruction of their area. The Ergonomics Committee will receive additional training including risk factor analysis on the use of the tools.

- b) In addition to general ergonomics training, appropriate personnel, including Industrial Engineers and the Ergonomics Committee, will be trained in job evaluation, design criteria and checklists used for equipment review.
- c) The International Joint Committee will utilize the consultation of the International Union's ergonomic specialist when they deem it appropriate to aid the Local Ergonomics Committee as a resource.

SECTION 11. Review of New Equipment and Rearrangements

New equipment and rearrangements shall be reviewed with the co-chairs of the Joint Health and Safety Committee prior to being placed into operation. Ergonomic issues/designs shall be considered in new and modified equipment and machinery.

SECTION 12. Toxic Use Reduction

Effective control of hazardous material will serve to protect the employees of Volvo Trucks North America as well as the environment in the surrounding community. The Company is committed to the continuous reduction in the use of hazardous materials. This will be accomplished through process changes and ongoing efforts to identify less hazardous substitutes for materials currently in use. This program will be reviewed with the Joint Health and Safety Committee and is expected to reduce employee exposures and protect the environment. To this end a hazardous material review committee (HMRC) will be established to improve communications when products or processes may introduce hazardous materials into the work environment. This committee will include members of the Joint Health and Safety Committee and members with specific knowledge, experience and training in environmental controls and industrial hygiene. Training programs will be provided to support the activities of the HMRC.

SECTION 13. Outside Contractor Safety Program

The Company will institute and maintain a contractor safety program. Management **and the Joint Health and Safety Committee** will conduct periodic inspections to ensure compliance. Contractors found to violate any Volvo **shop safety rules** or Federal regulation will be advised **to stop work** and will be expected to implement corrective action.

SECTION 14.

In addition to those responsibilities mentioned above the Joint Health and Safety Committee will ensure compliance with the control of hazardous energy, hearing conservation, industrial fall protection, and confined space entry standards

SECTION 15. Liability

The International Union, local Union, the Joint Health and Safety Committee, and the Union officials, employees and agents shall not be liable for any work connected injuries, disabilities, diseases, deaths or loss resulting there from which may be incurred by employees of the Company or by third parties while on Company property. This is not intended to, and does not, increase the Company's liability in such cases beyond its normal exposure, if any (i.e. worker's compensation)

SECTION 16. Legal Compliance

The Company shall comply with all Local, State, and Federal laws, regulations and/or applicable standards, including but not limited to

- Lock Out/Tag Out
- Fall Prevention
- Hazard Communication
- Emergency Response
- Forklift Operation
- Industrial Hygiene Monitoring
- Personal Protective Equipment
- Confined Space Entry
- Hearing Conservation
- Emergency Evacuation**

The Parties shall work together in all health and safety issues to achieve mutually desired results while conforming to relevant legal requirements. The Union will advance any issue which is not resolved by the supervisor and/or the Health and Safety Leader to the facility's General Manager and the Corporate Director of Health, Safety and Environmental Affairs. Adherence to these procedures is to be fostered by both Parties as preferential to recourse to outside agencies (e.g., OSHA) or other avenues outside the scope of this Agreement.

SECTION 17. Safety Talks Program

Both parties share the view that safety talks will be part of the Safety Program. These talks are usually conducted by supervision and serve the purpose of educating employees in safe work practices, encouraging awareness of workplace hazards and providing a mechanism for feedback to employees' safety concerns. The Union Health

and Safety Representative and the Company Health and Safety Leader will monitor the effectiveness of the Facility Safety Talk Program. The Company agrees that Safety Talks are not a substitute for formal training programs but will be used to compliment such programs.

SECTION 18. Safety Lockout Program

The Company will ensure that an effective lockout program is implemented in each facility consistent with the Corporate Lockout Program. Placards containing machine-specific lockout procedures, listing equipment needed and verification methods, will be posted on all machinery and equipment with multiple energy sources. Placards will also be posted on single energy source machines that have an energy isolation device that is not located in the immediate vicinity.

Placarding will be completed within twenty-four (24) months of the effective date of this Agreement, or may be extended by mutual agreement. Quarterly meetings will be held to monitor progress. Employees will be trained and provided the necessary lockout devices. Prior to being assigned work requiring energy control, employees will receive lock out/tag out training. Annual refresher training will be conducted. Audits of lockouts in progress will be performed on a routine periodic basis and a review of all equipment-specific lockout procedures will be conducted annually to ensure compliance with the lockout program. The Union Health and Safety Representative and the Company Health and Safety Leader are responsible for developing and modifying the program consistent with changing facility conditions and operation and OSHA standards.

SECTION 19. Education

A joint effort will be directed toward the development of new, and the expansion of, existing training programs. The program will prioritize employees known to be at high risk to injury or illness such as those in the skilled trades and maintenance classifications.

SECTION 20. Working Alone

The Company and the Union agree that assigning an employee to work in an isolated location does not in and of itself create an unsafe condition. When such assignments involve atypical work situations or environments which presents a potentially extreme hazard to an employee, such work shall be performed in accordance with recognized safe work practices. The Union Health and Safety Representative and the Company Health and Safety Leader will review and list high hazard areas and tasks and develop Safe Operating Procedures (SOP) for those tasks identified. When an employee is required to work alone in an isolated area, precautions which might include two-way communication, periodic checks by the Supervisor or guard force, adequate support personnel or other means, will be taken to monitor the continued well being of the employee. Additionally, the Company will exercise caution in the assignment of less experienced employees who may be less familiar with the hazards associated with certain tasks necessary to be performed in such locations. The Company will make employees aware of the potential hazards associated with performing work in these locations before their assignment.

In order to identify high hazard tasks the Union and management agree to establish skilled trades focus groups. A database of high hazard jobs will be developed through anonymous interviews to determine tasks, locations and machinery that expose skilled trades to physical, chemical and electrical hazards. These may include inadequate lock out procedures, working on heights, troubleshooting, un-jamming machinery powered industrial vehicle maintenance and use and working alone. Task Based Risk Assessment will be performed on all items in the High Hazard Database.

SECTION 21. Confined Space Program

The Company will assure that all work in confined spaces shall be conducted in accordance with recognized safe work practices. Such safe work practices may include either air sampling, ventilation, communications systems, personal surveillance or adequate support personnel as appropriate to the hazard posed by the confined space to be entered. The Union Health and Safety Representative and the Company Health and Safety Leader at the location will identify all confined spaces. Training in entry and rescue procedures will be completed **for all entrants, attendants and confined space rescue personnel.**

SECTION 22. Noise Abatement Program

The Company recognizes that noise induced hearing loss is a permanent and irreversible condition that affects the quality of an employee's life. Management is committed to reducing noise levels in the facilities. A comprehensive sound survey will be conducted at the facility to measure the sound exposures throughout the facility. The survey will identify the primary sources of noise and list feasible engineering controls to reduce exposure. The Company will develop and implement a Noise Abatement Program. The program will include an annual listing of noise reduction projects and specific machinery and equipment affected. The goal of the noise abatement program is to reduce the number of employees required to wear hearing protection as a result of exposures to hazardous levels of noise. The Local Joint Health & Safety Committee will review the noise abatement program each year. The Company will require suppliers to comply with an 80 dBA TWA noise specification, where feasible, for new machinery, equipment and powered tools.

SECTION 23. Fall Prevention Program

The Company and Union will establish a Fall Prevention Program **referencing industry best practice such as ANSI Z-359 and other recognized standards.** The Union Health and Safety Representative will survey employees to identify tasks that involve work at heights within six (6) months of completion of fall prevention training. Each task will be documented, prioritized and evaluated to determine feasible engineering controls. Personal fall protection equipment will be made available only when engineering controls are not appropriate to prevent falls. Procedures will be established to inspect, maintain and store personal fall prevention equipment. **The Company will replace all expired fall arrest equipment and deficient fall equipment within 90 days of ratification of this agreement.** Maintenance workers will be trained on the proper use of this equipment and on the proper procedures for working at heights. The installation of fall prevention systems and personal fall protection systems (anchorage points, harnesses, lanyards and climbing systems) requires special skill and knowledge. Employees performing this function will be

properly trained. Management will provide the necessary resources and support to make this program successful. **A PPE Hazard Assessment for personal fall protection requirements will be conducted during 2008.**

SECTION 24. Emergency Evacuation Training

The Company will maintain an annual training program for Emergency Evacuation Coordinators. **The Company, utilizing the service of an outside agency, will initiate an assessment of the Emergency Evacuation Program to determine if it adequately supports an incident of work place violence and an adverse weather emergency. Upon completion of the Emergency Evacuation Program assessment, the Company will review those recommendations with the Joint Health and Safety Committee and incorporate those deemed warranted.** Employees will be made aware of evacuation routes and procedures as part of the Safety Talk Program. To familiarize employees, the Company will test warning alarm systems and **will conduct a plant-wide drill** annually.

SECTION 25. Preventive Maintenance

The Company has established a Preventive Maintenance Program. An important element of the Company's preventive maintenance program is to conduct regularly scheduled preventive maintenance on safety-related items such as, but not limited to eye washes and showers, hazardous waste systems, safety devices, cranes and hoists, lifting devices, assembly line drive units, and powered material handling equipment. The Union Health and Safety Representative and the Company Health and Safety Leader will periodically review the program and have access to all associated records. The Company recognizes the importance of ventilation systems to maintain a safe and healthy environment, control air contaminants and reduce the risk of fires and explosions. Preventive maintenance programs will be implemented to insure that plant ventilation systems operate properly.

SECTION 26. Hazardous Material Response

There shall be a properly trained Industrial Emergency Spill Response (IER) Team. Training shall include annual refresher training.

SECTION 27.

The Company agrees to provide the Union Health and Safety Representatives access to all health and safety-related information (except management-privileged information) available to their Company counterparts in a timely manner, including, but not limited to:

- a) Maintain and provide appropriate equipment for conducting industrial hygiene surveys for chemical and physical hazards encountered in its facilities. Such equipment shall include, but is not limited to, noise level meters, sampling pumps, dosimeters, detection tubes and appropriate sampling media.

- b) Provide appropriate education and training for the Union Health and Safety Representatives, at a minimum, two training programs will be scheduled each year for Union Health and Safety Representatives. Training will include at least one Joint Training Session. The additional training will be determined jointly at the location level and will be based on the location's specific needs. The Alternate health and Safety Representative will also be scheduled for one training per year, the subject of which will be approved by the International Joint Committee. It is not the intent of the International Safety Committee to schedule the Union Health and Safety Representatives and Alternates out of the plant for training at the same time. Any dispute regarding Local training decisions will be resolved by the International Safety Committee of Health and Safety.
- c) Disclose, upon request of the International Safety Committee, the identity of any known harmful chemicals or materials to which the employees are exposed, including any information regarding remedies and antidotes for such chemicals and to provide the Local Union health and Safety Representatives, in writing, the identity of known harmful chemicals or materials being used at that operation
- d) Arrange for regular surveys of the facility by the Company's Industrial Health and Safety staff and provide special surveys at the request of the International Safety Committee. Such special survey reports will be provided to the International Union.
- e) Provide facility access to Health and Safety Representatives for the International Union.
- f) Where required by regulation and/or company policy, or by agreement of the Joint Health and Safety Committee, provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, medical services, physical examinations, and other appropriate tests including audiometric examinations at a frequency and extent necessary to determine whether the health of such employee is being adversely affected and to instruct them in the safe use of these materials. Also, upon the employee's written request, copies of such information will be forwarded to the employee's personal physician. Periodic physical examinations **will be performed for all employees in compliance with applicable regulations** and/or Company policy, and/or **upon the recommendation of** the Joint Health and Safety Committee, shall be provided by the Company at no expense or loss of earnings to such employees.
- g) Whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910 1000 The employee will be notified and such information shall be entered in the employee's medical record.

SECTION 28.

An International Joint Committee on Health and Safety (hereinafter referred to as the International Safety Committee) will be established, consisting of two (2) representatives of the International Union plus one alternate appointed by the Director of the Union's Heavy Truck Department, and two (2) representatives of the Company plus one alternate appointed by the Corporate Vice President of Human Resources. Each party will appoint at least one (1) member who has professional training in

industrial hygiene or safety. This Committee shall:

- a) Meet at a mutually agreeable time and place at least annually.
- b) Review the Company's safety and health programs and make necessary or desirable recommendations.
- c) Develop the annual training plan for the Union Health and Safety Representative and Alternate.
- d) Develop and recommend to the Company guidelines for employee training and education, with special emphasis placed on crane and hoist operation and inspection, powered industrial vehicle safety, rigging, robotics, confined space entry, electrical safety for electricians and remote control crane operations.
- e) Review and analyze federal, state, or local standards or regulations which affect the health and safety programs within the Company.
- f) Review problems concerning serious or unusual situations affecting Company facility health and safety and make necessary or desirable recommendations.
- g) Review and analyze accident injury and illness data for the NRV facility.
- h) Receive and deal with matters referred to them by the Local Safety and Health Committee.

SECTION 29. Workplace Hazards

A worker who has a reasonable belief that their work assignment may result in a serious physical injury, including illness, should immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue may be discussed with the District Committeeperson. Should technical consultation be requested by the supervisor or committeeperson, the Joint Health and Safety Committee will be notified before further action is taken. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action. Failing resolution of the matter, it may be taken up in accordance with Article 22, Section 16 and Article 22, Section 28 of this agreement.

ARTICLE 23 - MEDICAL DEPARTMENT - OCCUPATIONAL INJURIES

SECTION 1.

The Company will maintain a Medical Department, properly equipped and staffed. A nurse shall be assigned to any shift when there is a total of three hundred (300) or more bargaining unit employees on duty.

SECTION 2.

Active employees who incur an occupational injury at work and are sent home by the Plant Medical Department shall receive pay for the balance of their shift for that day. The injured employee will be paid up to two (2) hours of overtime when medical treatment is received outside of the employee's regularly scheduled working hours. Should the Plant Medical Department send an active employee with an industrial accident for treatment to an outside clinic or hospital, he will be paid on the same basis as if he received such treatment at the Plant hospital, providing he is not admitted as an in-patient.

SECTION 3.

Employees with temporary medical restrictions due to an occupational injury will be, as far as practical, placed in a job within their temporary restrictions. In no instance will a lower seniority employee who has a temporary medical restriction displace a higher seniority employee. Employees with temporary medical restrictions due to a non-occupational injury will have their case reviewed by management, in conjunction with the Medical Department and supervision of the employee to determine if suitable work is available for the employee. Employees with temporary medical restrictions due to a non-occupational injury cannot displace any employee in an effort to be placed in the light duty program.

ARTICLE 24 - AGREEMENT-FURNISHING

The Company will furnish each employee with a copy of the Labor Agreement and Employee Benefits Booklets. Additionally, the Company will provide brief written overviews of the Pension, SUB and insurance benefits to all employees. The Local Union President and the Bargaining Chairpersons will be provided the detailed Plans of these documents. The Agreement and Benefits Booklet will be printed by a union printer and provided as soon as possible after ratification of the contract.

ARTICLE 25 - SUBCONTRACTING

Provisions regarding subcontracting are set forth in the respective Supplemental Agreements.

ARTICLE 26 -SKILLED TRADES

Provisions regarding skilled trades are set forth in the respective Supplemental Agreements.

ARTICLE 27 - VOTING HOURS

The Company shall allow an employee the necessary time off work, without pay, to vote in any Federal, State or Municipal election providing that said employee's scheduled working hours precludes his opportunity to vote during the period of time the polls are open.

ARTICLE 28 - JURY DUTY AND WITNESS SERVICE

Any seniority employee who is ordered to Jury Duty will be paid the difference between their regular straight time hourly rate and the total Jury Duty pay.

Any seniority employee who is subpoenaed and reports for witness service, off site, for reasons other than resulting from the employment with another employer or situations in which the employee is not either a defendant or plaintiff in the proceedings will be paid the difference between their regular straight time hourly rate and the total Witness pay. If the subpoena names the employee as the defendant solely because of guardianship or parental responsibilities, the employee will be deemed as a witness and compensated accordingly.

In the event an employee is called for jury duty or is subpoenaed to testify as a witness while the employee is on vacation, the employee will be allowed to reschedule the relevant vacation days.

ARTICLE 29 - BEREAVEMENT PAY

SECTION 1.

When death occurs in a seniority employee's immediate family, an employee on the active payroll, upon request, will be excused for any three (3) consecutive days of the first five (5) days, excluding Saturday, Sunday, holidays, and other premium days, immediately following the date of death or notification thereof, providing he attends the funeral or a memorial service, or up to five (5) consecutive workdays subject to the same criteria, if the deceased is the employee's spouse, parent, child, **step-child or step-parent**. An employee excused from work under this paragraph shall receive pay for a maximum of twenty-four (24) hours, or forty (40) hours as the case may be, at their straight time hourly rate, but shall not receive any additional pay for hours in which he is otherwise compensated. The immediate family, for purposes of this paragraph, is defined as including the employee's:

Spouse / Parent / Step-Parent / Grandparent / Child / Step-Child
Brother / Step-Brother / Current Brother-in-Law
Half-Brother / Sister / Current Sister-in-Law
Step-Sister / Half-Sister / Grandchildren / Current Spouse's Parent
Current Spouse's Step-Parent / Current Spouse's Grand-Parent

SECTION 2.

When a death occurs in a seniority employee's immediate family while on vacation, the vacation will be immediately cancelled for the bereavement period and the employee will receive bereavement pay. The cancelled vacation will be rescheduled at a later date.

SECTION 3.

If a death of an immediate family member, as defined above, occurs outside the United States, and if the body is returned to the United States, the bereavement period will be delayed to coincide with the funeral. If the body is not returned to the United States, or not available for burial, the bereavement provisions will be recognized if the employee attends a memorial service held at either a funeral home or a recognized house of worship.

ARTICLE 30 - SHIFT PREFERENCE

SECTION 1. Shift Preference

Any seniority employee desirous of changing shift must make application in writing to the Human Resources Department for a transfer to the shift of his choice. Longer seniority employees shall be entitled to a shift transfer subject to the following conditions:

- a) Such employees will transfer to an open job on the desired shift in his same **department and** classification. If there are no open jobs, such employee will displace the lowest seniority employee in the same **department and** classification on the desired shift.
- b) **Should an employee desire to change shift but his department does not have an opposite shift, the employee will transfer to an open job within the same classification on the desired shift plant wide. If there are no open jobs, such employee will displace the lowest seniority employee in the same classification on that desired shift plant wide.**
- c) In the event there is more than one application for the same **department**, classification, and shift, the applications will be processed **by seniority**. The employee will be provided with a copy of his shift preference application.
- d) Shift changes will be made as soon as possible consistent with the efficiency of operations. **Notwithstanding abnormal operational conditions in the plant** shift changes shall be effectuated within ten (10) working days from the date of **award except that** all transfers will become effective on a Monday.
- e) **An employee who is granted a shift preference request will be transferred within ten (10) working days of the award. If the employee is not physically moved within this time period, he will be transferred on paper on the tenth working day and shall be entitled to any shift differential pay and overtime hours he would have otherwise earned on the new shift, no loss, no gain.**
- f) Employees who have been physically moved to a preferred shift shall not be allowed to exercise another shift preference application for a period of six (6) months from the date of each change unless this same employee is bumped himself by another employee's shift preference within two (2) months of his original application.
- g) Probationary employees may not be displaced more than once during their probationary period.

h) The Company **and the Union will meet and reach mutual agreement** to temporarily suspend these provisions for affected employees for a period of thirty (30) working days to meet production or training requirements. In the event of major production changes such as shift start-up operations, the Company **and the Union will meet and reach mutual agreement** to suspend these shift preference provisions for a period of ninety (90) working days. Additional exceptional arrangements may be established between the Company and the Union to meet production requirements.

i) Any exceptional case concerning the above provisions will be decided upon its own merits mutually between the Union and the Company.

SECTION 2. Night Shift Premium

A night shift premium on night shift earnings will be paid to an employee for time worked on a shift scheduled to start in accordance with the following schedule:

Scheduled Shift Starting Time	Amount of Shift Premium
(a) On or after 11.00 a.m. and before 7:00 p.m.	\$0.65
(b) On or after 7.00 p.m. and on or before 4:45 a.m.	\$0.75
(c) After 4:45 a.m. and before 5:00 a.m.	\$0.75 until 6:00 a.m.

In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the shift he works on a particular day.

In the event of two shifts of production, the 2nd and 3rd shift premium will be \$0.75.

ARTICLE 31 – WORKING HOURS

SECTION 1.

Management reserves the right to start third shift operations on Sundays or at other times starting at 10:00 p.m. or later Sunday as designated by the Company. Changes to third shift starting times and payments may be discussed locally.

SECTION 2.

In applying the above section concerning third shift starting times, local agreement concerning change of hours and payments may be made.

SECTION 3.

If it is necessary to schedule certain continuous operations on a three (3) shift, eight (8) hours of work per shift basis, employees will be allowed a twenty (20) minute lunch period without loss of pay.

SECTION 4.

Management will establish start times for each shift, as per Article 8. Once a **shift starting** time is established and a change is required, the employees and the Union will be notified by Wednesday of the preceding week. Once established, management will make a good faith effort to maintain the schedule.

ARTICLE 32 – BASIS OF PAYMENTS

SECTION 1. Working Hours For Computing Overtime Pay

- a) For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.
- b) Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which he is assigned.

Additional provisions regarding the payment of overtime are set forth in the respective Supplemental Agreements.

SECTION 2. Straight Time

- a) For the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
- b) For the first forty (40) hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- c) For time worked during the regular working hours of any shift which starts on the day before and continues into a specific holiday or a Saturday.

SECTION 3. Time and One-Half

- a) For the time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid.
- b) For time worked in excess of forty (40) hours in the employee's working week, less all time for which daily, Saturday, Sunday, or holiday overtime has been earned.
- c) For time worked on any shift which starts on a Saturday.

SECTION 4. Double Time

For time worked during the first eight (8) hours worked on a shift that starts on Sunday or a contractual holiday.

- 1) Time worked on a Calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on a Sunday or one of the specified holidays.
- 2) For time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

ARTICLE 33 – REPORTING/CALL-IN PAY

Provisions relating to reporting pay and call-in pay are set forth in the respective Supplemental Agreements.

ARTICLE 34 – VACATIONS

Additional provisions relating to vacations are set forth in the respective Supplemental Agreements.

SECTION 1.

A paid vacation will be provided to all eligible employees by the Company for the vacation periods for 2008, 2009, and 2010.

SECTION 2.

Time spent from their regular scheduled work by Local Union representatives in negotiating labor contracts with Management, attending meetings, or otherwise carrying on duties of Local Union representatives as agreed to by the parties in this Agreement, will be counted as time worked in computing all service and attendance records, except that those on an approved Leave of Absence with the International Union shall not receive attendance credits for vacation eligibility during such absences.

SECTION 3.

The vacation may be accomplished by weekly shutdowns of the plant and/or by individual scheduling, as decided upon by the Company. If shutdowns are decided upon, such shutdowns shall be scheduled for a two (2) week consecutive period or in one (1) full week increments to a maximum of two (2) weeks per calendar year and shall be scheduled during the period from the first full week of June through the last full week of August. If the plant is shutdown for vacation, employees who are not eligible for vacation equal to the period of the shutdown shall be given work, or if work is not available, shall be laid off for the period they are not on vacation. The Company will notify the Union, in writing on or before October 1st of the preceding calendar year of the dates of the scheduled shutdown week(s) for the upcoming vacation year.

The vacation schedule will be completed by November 1st of each year. Should an

employee be scheduled to take the shutdown(s) as vacation, and thereafter is requested and agrees to work the shutdown(s), he shall be allowed to select equivalent vacation of his choice consistent with his seniority, available periods, and personnel requirements.

Once an employee is scheduled to take one (1) or more of these weeks off as vacation, such week(s) of vacation time off will not thereafter be changed except by mutual agreement.

ARTICLE 35 – HOLIDAYS

SECTION 1.

Active employees will be paid for specified holidays and the holidays in each of the Christmas holiday periods provided they meet all of the following eligibility rules unless otherwise stated:

- a) The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday period.
- b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- c) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period. Each of the designated days in the Christmas holiday period shall be a holiday for purpose of this Holiday Pay Section. Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the two (2) holidays in the Christmas holiday period which follows or proceeds such scheduled work day. Any exceptional cases shall be decided on its merits between the Company and the Union.

SECTION 2.

Employees who are absent from work the last scheduled work day prior to or the next scheduled work day after each specified holiday, but who presents a written doctor's excuse regarding the employee's illness, establishing to the satisfaction of the Company such absence was for good and sufficient cause, will be paid for said holiday. Certain material employees are required to work certain holidays due to the nature of the operation. In the event of an insufficient number of qualified volunteers, qualified employees with the least seniority shall be assigned to work.

SECTION 3. Contractual Holidays

2008-2009

<u>May 26, 2008</u>	Memorial Day
<u>July 4, 2008</u>	Fourth of July
<u>September 1, 2008</u>	Labor Day
<u>November 11, 2008</u>	Veterans Day
<u>November 17, 2008</u>	Hunting Day
<u>November 27, 2008</u>	Thanksgiving Day
<u>November 28, 2008</u>	Day After Thanksgiving
<u>December 24, 2008</u>	Christmas through New Year's Shutdown
<u>December 25, 2008</u>	Christmas through New Year's Shutdown
<u>December 26, 2008</u>	Christmas through New Year's Shutdown
<u>December 29, 2008</u>	Christmas through New Year's Shutdown
<u>December 30, 2008</u>	Christmas through New Year's Shutdown
<u>December 31, 2008</u>	Martin Luther King Day (Observed)
<u>January 1, 2009</u>	Christmas through New Year's Shutdown
<u>January 2, 2009</u>	Good Friday Observed

2009-2010

<u>April 10, 2009</u>	Good Friday
<u>May 25, 2009</u>	Memorial Day
<u>July 3, 2009</u>	Fourth of July
<u>September 7, 2009</u>	Labor Day
<u>November 11, 2009</u>	Veterans Day
<u>November 16, 2009</u>	Hunting Day
<u>November 26, 2009</u>	Thanksgiving Day
<u>November 27, 2009</u>	Day After Thanksgiving
<u>December 24, 2009</u>	Christmas through New Year's Shutdown
<u>December 25, 2009</u>	Christmas through New Year's Shutdown
<u>December 28, 2009</u>	Christmas through New Year's Shutdown
<u>December 29, 2009</u>	Christmas through New Year's Shutdown
<u>December 30, 2009</u>	Christmas through New Year's Shutdown
<u>December 31, 2009</u>	Martin Luther King Day (Observed)
<u>January 1, 2010</u>	Christmas through New Year's Shutdown

2010-2011

<u>April 2, 2010</u>	Good Friday
<u>May 31, 2010</u>	Memorial Day
<u>September 6, 2010</u>	Labor Day
<u>November 11, 2010</u>	Veterans Day
<u>November 15, 2010</u>	Hunting Day
<u>November 25, 2010</u>	Thanksgiving Day
<u>November 26, 2010</u>	Day After Thanksgiving
<u>December 24, 2010</u>	Christmas through New Year's Shutdown
<u>December 27, 2010</u>	Christmas through New Year's Shutdown
<u>December 28, 2010</u>	Christmas through New Year's Shutdown
<u>December 29, 2010</u>	Christmas through New Year's Shutdown
<u>December 30, 2010</u>	Martin Luther King Day (Observed)
<u>December 31, 2010</u>	Christmas through New Year's Shutdown

SECTION 4.

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled workweek because of such vacation, he shall have the option of receiving pay for such holiday, or of scheduling another day of vacation in lieu of the holiday during another available and open vacation day following the week of the scheduled vacation, except that such vacation day cannot be scheduled on the Friday preceding or the Monday following that vacation week.

SECTION 5.

A seniority employee who has been laid off in a reduction of force (except as provided below), or who has gone on sick leave, or on leave of absence for military service during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

SECTION 6.

A seniority employee who works in the second work week prior to the beginning of the Christmas holiday period begins, and who is laid off in a reduction in force during the work week prior to or during the work week in which the Christmas holiday period begins will be eligible for holiday pay providing he meets all the eligibility rules of Section 7 below.

SECTION 7.

An employee who has been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay under the holiday pay provision, for a specified holiday falling within the period of such layoff providing he meets all of the following eligibility rules:

- a) The employee has seniority as of the day of the holiday
- b) The employee is ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.
- c) The employee returns to work during the work week in which the holiday falls or during the work week immediately following the work week in which the holiday falls.
- d) The employee works the first day he is scheduled to work following the holiday.

SECTION 8.

An employee eligible under these provisions shall receive eight (8) hours straight time pay for each holiday at his base hourly rate for the last regular day worked (Monday through Friday) prior to the holiday, exclusive of any temporary rate changes or overtime premium but including shift differential

SECTION 9.

If an employee is scheduled to work or agrees to work on a holiday, he shall not receive holiday pay as provided herein if he is absent from work on such holiday without reasonable cause. An employee who agrees to work such holiday and then is unable to report for such work, must notify the Company, either in person, in writing, or by telephone by mid-shift prior to the day of the holiday.

SECTION 10.

The Company will not schedule planned temporary down weeks for the sole purpose of disqualifying seniority employees from paid holidays.

ARTICLE 36- TUITION ASSISTANCE AND REFUNDS

Provisions regarding tuition assistance and refunds are set forth in the respective Supplemental Agreements.

ARTICLE 37 - COST-OF-LIVING ALLOWANCE

SECTION 1. Cost-of-Living Allowance

- a) The cost-of-living allowance shall not be added to the base wage for any classification but only to each employee's straight time earnings.
- b) The cost-of-living allowance in effect at the time shall be included in computing overtime and shift premiums and in determining call-in pay, pay for vacation, holiday payments, jury duty pay, bereavement pay, and short-term military duty pay.
- c) Basis for Allowance: The amount of the cost-of-living allowance shall be determined and re-determined as provided below on the basis of the Consumers Price Index - All items (1967 = 100) Revised Urban Wage Earners and Clerical Workers (CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor and referred to herein as the "Index". Adjustments in the cost-of-living allowance shall be made at the following times and in the amounts as set forth below:

Effective Date of Adjustment	Based Upon Three-Month Average of the BLS Consumer Price Index For:
<u>March 17, 2008</u>	<u>Nov. 2007, Dec. 2007, Jan. 2008</u>

First Pay Period...Beginning on or after **March 17, 2008** and at three (3) Calendar Month Intervals Thereafter to **March 16, 2011**

In determining the Three-Month Average Index for a specified period, the computed average shall be rounded to the nearest 0.1 index point.

d) Amount of Allowance

Effective **March 3, 2008** and for any period thereafter as provided in Subsection (d) the cost-of-living allowance shall be in accordance with the following

One cent (1¢) adjustment for each 0.26 change in Average Index. The Table will be extended to provide 1¢ adjustment payable sequentially for each 0.3, 0.2, 0.3, 0.2, 0.3 change in the Average Index, with that sequence repeated so as to provide an average adjustment over time of 1¢ for each 0.26 change in the Average Index.

- e) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Paragraph (d) above, any adjustments in the cost-of-living allowance required by such appropriate indexes shall be effective at the beginning of a first pay period after receipt of the Indexes.
- f) Continuance of the cost-of-living allowance shall be contingent upon the availability of the index in its present form and calculated on the same basis as the Index for March 1998 unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for March 1998.
- Notwithstanding the above, beginning with the Index for January, 1985, the CPI-W as revised to reflect modification of its homeownership component, will be used to determine the amount of the cost-of-living allowance. In the event any other modifications are made to the Index during the term of this Agreement, the parties will determine the appropriate Index to use.
- g) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any month or months specified in Paragraph (d)

SECTION 2.

Current Cost-Of-Living Allowance and COLA Fold

- **Effective with the beginning of the first pay period of this Agreement, the COLA in effect as of January 31, 2008 less ten cents (\$.10) shall be folded into the base wage rates of each job classification.**
- **Five cents (\$.05) of this ten cents (\$.10) will remain as the COLA float in effect as of March 3, 2008.**

- **For each adjustment during the twelve three month periods beginning on March 17, 2008 and ending March 16, 2011 in which an increase in the cost of living allowance shall be required according to this Article, the amount of the increase so required each three month period shall be reduced by five cents (\$.05) or by the amount of the increase, whichever is less.**

ARTICLE 38 – WAGES

SECTION 1.

During the term of this Agreement, the following general wage increases shall be granted:

- a) **Effective with ratification of this Agreement each employee covered by this agreement shall receive a two thousand dollar (\$2,000) lump sum payment less statutory deductions. Such payment will be made as soon as possible following ratification of this Agreement. Employees who are on lay off as of the effective date of this Agreement will also receive the lump sum referred to above.**
- b) Effective **March 17, 2009** each employee covered by this agreement shall receive a **general** wage increase of 2.0%.
- c) Effective **March 17, 2010** each employee covered by this agreement shall receive a **general** wage increase of 2.0%.
- d) Production employees will be hired at a rate equal to 70% of the current base rate for their classification. After 12 months, the employee will move to 80% of the current base rate for their classification. After 24 months, the employee will move to 90% of the current base rate for their classification. After 36 months, the employee will receive the top rate of the current base rate for their classification. (See Article 26, Section 4 of Production and Maintenance Supplemental Agreement for new hire wage progression for Skilled Trades employees).
- e) **Employees currently in wage progression as of the effective date of this Agreement will receive the benefit of the 2008 COLA fold and any subsequent COLA accruals.**
- f) **Employees hired on or after the effective date of this Agreement shall commence the wage progression system and be paid 70% of the applicable base rate effective January 31, 2008 and shall not receive the benefit of the 2008 COLA fold or any subsequent COLA accruals until all wage progression stages have been completed.**

SECTION 2.

The wage schedule for the classifications are set forth in the respective Supplemental Agreements.

SECTION 3.

When the Company establishes a new job, the Company and the Union will

negotiate a rate for said job. In the event the parties cannot agree as to the rate of the job, the Company may establish a temporary rate and the Union may file a grievance and the issue will be resolved through the grievance procedure.

ARTICLE 39 - RELIEF AND REST PERIODS

The provisions for relief and rest periods are set forth in the Production and Maintenance Supplemental Agreement.

ARTICLE 40 - WORK STANDARDS

The provisions for production standards are set forth in the Production and Maintenance Supplemental Agreement.

ARTICLE 41 - SEPARABILITY OF PROVISIONS

In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining unaffected provisions shall remain in full force and effect. Should the parties hereafter agree that the applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplements, memorandums of understanding, or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

ARTICLE 42 – WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter "not specifically" referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 43
EFFECTIVE DATE / TERMINATION**

This Agreement shall become effective as of 12:01 a.m., March 17, 2008 and it shall remain in effect up to and including Midnight, March 16, 2011. At least sixty (60) days prior to the expiration of this contract, either party may notify the other of a desire to meet in conference, and not less than thirty (30) days nor more than sixty (60) days prior to such notice, the parties shall thereupon meet for the purpose of negotiating the terms and conditions of a new Agreement. If no new Agreement is reached within such sixty (60) day period, the Union shall be free to strike and the Company to lock out in support of their positions, and the Agreement shall thereupon be terminated

ARTICLE 44 - SUBSTANCE ABUSE

The New River Valley Plant and Volvo Truck Corporation are concerned about the adverse effects that drugs and alcohol can have upon our employee's safety and health.

The parties recognize that a cooperative and constructive effort is needed to overcome the impact of alcohol and drug abuse in safety, production, quality and morale. Further, the parties have no tolerance whatsoever for those employees involved in the sale and distribution of drugs.

Through its Substance Abuse Understanding the company prohibits and will take the necessary action to deal with the possession, use, transfer, manufacture or sale of alcohol, illegal drugs or legal drugs without a valid prescription.

EDUCATION AND TRAINING

Employees are to be advised in writing of the UAW/Company substance abuse program – including reasons for the program, employee assistance, and testing conditions. Management and Union officials are to be jointly trained in Employee Assistance Programs, procedures to handle problems, testing procedures, and the safety aspects of alcohol and drugs.

COUNSELING AND REHABILITATION

The Company will allow employees with substance abuse problems to be referred for counseling and/or rehabilitation to overcome such problems. Employees may voluntarily request such treatment before their substance abuse leads to disciplinary or other work related problems by contacting the Company's EAP Representative and the UAW EAP/Benefits Rep. The employee's job security will not be in jeopardy by volunteering provided the employee completes the treatment and has no further problems.

TESTING OF APPLICANTS

All applicants who have been offered employment with the company will be required to undergo a drug screening test as part of the hiring process. The company will withdraw an offer of employment made to any applicant whose test reveals the presence of illegal drugs or prescription drugs without a valid prescription.

TESTING OF EMPLOYEES

Reporting for duty or working while affected by alcohol or drugs will be handled as a disciplinary matter. Testing may be required under the following circumstances:

- As may be required by federal or state law or regulations
- *Post-Accident Testing will be required should an accident occur in the operation of motorized vehicles or in the operation of lifting or moving equipment, when such accident results in property damage or personal injury.*
- **Post-Accident Testing will be required should an on-the-job accident / injury result in outside medical treatment.**
- When the company has reasonable cause and suspicion. Reasonable cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. For example, evidence of impairment shall include difficulty in maintaining balance, slurred speech, erratic or atypical behavior or otherwise being unable to perform their job in a safe manner.
- *Random testing may be required following treatment as a continuation of the treatment program as determined by the treatment Counselor or Treatment Center.*

No employee will be requested to submit to a drug or alcohol screening test unless specific authorization for such a test has been granted by a company official and notification has been given to the union. The company intends to utilize the most accurate and reliable testing method(s) available.

POSITIVE TEST FOR ALCOHOL OR DRUGS

An employee whose alcohol or drug test is positive (other than prescribed medication) will be considered in violation of this Memorandum of Understanding.

1. First positive - The employee will be referred to the local EAP Representative and **Company EAP Representative** who will make a referral to a treatment Professional. An employee's refusal or failure to comply with the treatment plan will result in discharge.

2. Second positive – If the employee tests positive again within one (1) year following the first positive, the EAP Representative and the Labor Relations Manager will make a referral to a treatment professional. The treatment Professional will determine in writing the level of treatment the employee will receive including any follow up requirements. Refusal or failure to comply with the treatment plan will result in discharge.
3. Third positive – If the employee tests positive for the third time within one (1) year from the first positive, their employment will be terminated.

CONFIDENTIALITY

All information concerning drug or alcohol testing results, medical examinations, or rehabilitation and treatment of an employee or applicant will be treated as "confidential" and shared only with those Company/Union officials or other individuals on a valid need-to-know basis.

DISPUTES

Disputes regarding the intent or interpretation of this policy will be resolved by the Manager of Human Resources or his/her designee and the appropriate International Union Representative and/or department executive.

EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT FORM

I, _____, hereby acknowledge that the Substance Abuse Policy of Volvo (the "Company") has been reviewed and explained to me, and that I have received a summary of the Policy.

I further acknowledge the following:

1. I have been notified that the unlawful possession, use, transfer, manufacture, or sale of alcohol, drugs or other controlled substances is prohibited in the Company's workplace, and that any violation of these prohibitions will subject me to disciplinary action under the policy.
2. I will abide by the Company's Substance Abuse Policy:

Employee Name: _____
(PLEASE PRINT)

Date: _____

Employee Signature Company EAP

ARTICLE 45 - QUALITY INCENTIVE PROGRAM

Our product quality is the basic foundation for the overall future success, growth and stability of our company and its employees. Emphasis will be placed on this program with structured goals to develop more overall teamwork and increased product quality.

Eligible Employees:

All bargaining unit employees on the active payroll and having performed forty (40.0) hours of work or more during each qualifying period for the Quality Incentive Program are eligible to participate

The Quality Incentive will be calculated monthly using a 3 to 6 month rolling average basis and will be paid out during the last pay period of the following month. Measurement:

The weighted average of all Global Product Audits performed at NRV, excluding pre-production truck audits during the qualifying period, shall determine the weighted average audit score points for the period. Access to the PR Audit System results shall be made available to the Local Union President.

Calculation of Payment.

The payout will be paid using one of the following schedules whichever is greater:

Per Month (3 month rolling weighted average)

<u>Per Person/month</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<u>18 Points or less</u>	<u>\$200</u>	<u>\$150</u>	<u>\$150</u>
<u>19 to 24</u>	<u>\$150</u>	<u>\$100</u>	<u>\$100</u>
<u>25 to 35</u>	<u>\$100</u>		

Per Month (6 month rolling weighted average)

<u>Per Person/month</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<u>18 Points or less</u>	<u>\$250</u>	<u>\$200</u>	<u>\$200</u>
<u>19 to 24</u>	<u>\$200</u>	<u>\$150</u>	<u>\$150</u>
<u>25 to 35</u>	<u>\$150</u>		

ARTICLE 46 – ATTENDANCE

Provisions relating to attendance are set forth in the respective Supplemental Agreements.

ARTICLE 47 – SUCCESSORS

This Agreement shall be binding upon the employee's successors, assigns, purchasers, or transferees whether such succession, assignment or transfer be affected voluntarily or by operation of law, and in event of the employer's merger or consolidation with another company or companies, this Agreement shall be binding upon the merged or consolidated company.

The employer further agrees to make a condition of any sale, merger, reorganization, transfer or assignment that the buyer or transferee will assume the existing collective bargaining agreement as a condition of such sale, transfer or assignment. The parties further agree that in the event of any dispute regarding the application of this language, the employer will agree to expedited arbitration such that a final and binding award can be rendered prior to any such sale, merger, reorganization or transfer.

FOR THE COMPANY:

Jan Stromberg
VP & General Manager
Volvo Trucks, NA
New River Valley Plant

D. William Waters, Jr.
Director, Workforce Performance
U.S. Country Process Owner

Roger Susanin,
Labor Counsel

Edward E. Rosko
Director, Labor Relations

Ted Raftas
Manager, Workforce Development

Kaye McLeod
Director, Benefits
U.S. Country Process Owner

FOR THE UAW UNION:

General Holiefield
VP & Director
UAW Heavy Truck Dept.

Timothy E. Bressler
Assistant Director
UAW Heavy Truck Dept.

Willard Beck
UAW International Representative
UAW Heavy Truck Department

Dean Eason
UAW International Representative
Region 8

John Smith
UAW International Representative
UAW Heavy Truck Dept.

Lester Hancock
President, Local 2069

Curt Youngdale Manager, Workforce Development	Gary N. Hamrick Hourly Bargaining Chairperson
Denise Hughes Director, Human Resources	Tyler Wheeler Committeeperson, Local 2069
Joel Fenstermaker Director Operations New River Valley Plant	Jim Houchins Committeeperson, Local 2069
Tony Ramirez Manager, Labor Relations	Kenny Shepherd Committeeperson, Local 2069
John H. Widman Labor Counsel	Randy Collins Committeeperson, Local 2069
Joseph Huxta Manager, Benefit Cost Management	Ralph Pratt Committeeperson, Local 2069
Bruce Jennings Manager, Employee Relations	Nicky Twine Salaried Bargaining Chairperson
Franky Marchand Director Logistics	Diane Burks Committeeperson, Local 2069
Jerry Shiffner Manager, Maintenance	Kenneth Bratton Committeeperson, Local 2069
Shannon McCrory Manager, Health & Safety	Andrew Comai UAW International Representative Health & Safety
Ivan Mitchell Director Quality & Customer Engineering	Bill Burton Health & Safety Representative, Local 2069
Sherry Lafon Director Finance	John Sayers Benefits Representative, Local 2069
David Lilly Labor Relations Representative	

**EXHIBIT A
EXPEDITED ARBITRATION RULES OF PROCEDURE**

SECTION 1.

Selection of an Arbitrator.

In the event a grievance is mutually referred to expedited arbitration, the Arbitrator shall be selected as follows:

The Company and the Union have mutually agreed to join in the establishment of a permanent panel of Arbitrators. The selection of the Arbitrators will be determined mutually agreed to by the parties.

SECTION 2.

Appeal of Grievances to Expedited Arbitration Procedure and Scheduling of Hearings.

- a) The parties, after agreeing to hear a grievance in the Expedited Arbitration Procedure, will agree to a date and place of such hearings.
- b) The Plant Labor Relations Manager or designated representative will call the selected Arbitrator.
 - 1) When the Arbitrator is called for a hearing and is either not available or cannot meet the requested hearing date, the Plant Labor Relations Manager or designated representative and the union representative will call another Arbitrator from the panel in rotating fashion. This procedure will be followed until an Arbitrator accepts the assignment.
 - 2) An Arbitrator should not accept the requested hearing assignment unless they know they can meet the full requirements of the request of the parties.
 - 3) The Plant Labor Relations Manager or designated representative will notify the Union, by phone, of the Arbitrator assigned for the hearing and will also confirm this information by letter, including the date, time, and place of hearing and the identity of the grievance to be heard.

SECTION 3.

Scheduling of Continuance of Hearing.

- a) If the hearing on a scheduled case is started but not completed in the time allotted, the Arbitrator shall reschedule and continue the hearing for another day within the ten (10) days of the date of notification of such appeal or such other day as mutually agreed to by the parties. If a case scheduled for hearing was not started during the scheduled day or days allotted, it may be rescheduled by mutual agreement of the parties with the same Arbitrator and on such day as mutually agreed to by the parties, or for rescheduling with another Arbitrator.

- b) The hearing shall be conducted in accordance with the following:
- 1) The hearing shall be informal.
 - 2) No briefs shall be filed or transcripts made.
 - 3) There shall be no formal evidence rules.
 - 4) Each party's case shall be presented by a previously designated local representative.
 - 5) If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the parties, the case shall be referred to the UAW International Representative of the Union and the Company counterpart for their disposition.
- c) The Arbitrator shall issue a decision not later than 48 hours after the close of the hearing (excluding Saturdays, Sundays, and holidays) The Arbitrator's decision shall consider the records developed by the parties at the prior steps of the grievance procedure and at the hearing and shall include a brief written explanation of the basis for the conclusion. These decisions shall not be cited as a precedent in any discussion at any step of the grievance or arbitration procedure. Nothing in this Exhibit shall give the Arbitrator more authority than provided in Article 6 of the Labor Agreement.

SECTION 4.

Cancellation of Hearing.

- a) If the grievance scheduled for hearing is withdrawn or settled prior to the scheduled hearing, the parties shall notify the Arbitrator
- b) A grievance scheduled for hearing shall not be postponed or rescheduled unless the parties agree.

SECTION 5.

Mailing of Grievance Written Record.

After an Arbitrator has been selected, the Plant Labor Relations Manager or designated representative shall promptly mail the Arbitrator a copy of the grievance and the Second, Third, and Fourth Step written records of the grievances scheduled for the hearing so that the Arbitrator may review those records before the hearing. A copy of any correspondence addressed to the Arbitrator by either party in connection with cases will be submitted to the other party.

SECTION 6.

Fees to Arbitrator for Services and Expenses.

- a) The Arbitrator shall be paid on the basis of per hearing day, which shall also include their written decision on cases heard during such hearing day. A normal hearing day shall be from 9.30 a.m. to 12.30 p.m. and 1:30 p.m. to 4.30 p.m.

b) Fee Schedule of Hearings:

Because of the variable and changing nature of Arbitrator fee schedules, the parties will have to decide at the time of selection of the Arbitrator whether or not the fees seem reasonable. If not, the parties may select another Arbitrator whose fees seem more reasonable.

- c) The Arbitrator shall bill each of the local parties for one-half of the total fee and expense. Prior to the hearing, the Local Union and Local Management will give the Arbitrator the name, position, and address of their designated local representatives to whom the Arbitrator shall forward billings and decisions. It will be the Arbitrator's responsibility to make sure that they have such information prior to the close of the hearing.

SECTION 7.

Arbitration Citations.

If either party relies upon any arbitration decisions in the presentation of its case, the party shall provide a copy of such decisions to the Arbitrator at that time.

SECTION 8.

Arbitrator's Decisions.

- a) Decisions shall contain a brief statement of facts and contractual reliance on which the Arbitrator will have based their findings and decisions.
- b) Decisions shall be mailed to the designated parties not later than 48 hours after the close of the hearing (excluding Saturdays, Sundays, and holidays). In no case will decisions be given or sent to only one of the parties. Decisions shall be mailed to all of the parties at the same time.
- c) It shall be the responsibility of each of the local parties' representatives, accountable for the presentation, to give the Arbitrator the names of those to whom a copy of the decision is to be mailed. These are:
 - 1) Local Union Representative
 - 2) Local Company Representative
 - 3) Union International Representative
 - 4) Company Plant Human Resources Manager

SECTION 9.

Procedural Guidelines.

- a) Any pre-hearing or post-hearing discussion with an Arbitrator, other than the initial scheduling is to be joint rather than ex parte;
- b) In the event that an Arbitrator selected under this procedure cannot satisfy both the Company and the Union as to an available hearing date within sixty (60) days following notice to them of their appointment, either party may cancel their selection and another Arbitrator shall be selected.

LETTER OF UNDERSTANDING #1
SOURCING REVIEW
March 17, 2008

Issued February 1, 2005
Re-issued March 17, 2008

Mr Tim Bressler
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Bressler:

During the 2005 negotiations there was a great deal of discussion concerning the sourcing of work, both insourcing and outsourcing. The Union believes that in some instances the Company has not complied with the intent and spirit of Letter #16 – Outsourcing Discussion dated January 29, 1999. As a result of these sourcing discussions, this letter is written to confirm and extend the Company's commitment to the meeting and review process described in Letter #3, dated February 1, 2005

Specifically, the parties agree that if there is a belief that the discussions of the Steering Committee have not fully addressed all appropriate considerations involved in the specific sourcing issue under discussion, the Local Union President may request the involvement of the Plant Manager in extended discussions of the issue at hand. These discussions will not, however, jeopardize the timeliness of the sourcing decision which rests solely in the discretion of the Company.

In addition, as a further demonstration of its commitment to the process described above and in Letter #3, the Company's Senior Vice President of Human Resources agrees to meet with and at the request of the Assistant Director of the UAW Heavy Truck Department for the purpose of discussing procedural issues relating to the compliance of the parties with the sourcing discussion process.

Sincerely,

Edward E. Rosko
Director, Labor Relations

LETTER OF UNDERSTANDING #2
SOURCING DISCUSSION
March 17, 2008

Issued February 1, 2005
Re-issued March 17, 2008

Mr. **Lester Hancock**
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Mr. Hancock**:

During the course of these negotiations, Management and the Union have held discussions regarding outsourcing and in-sourcing activities and how such activities affect the job security of the NRV employees and the long-term success of the Company.

It is mutually agreed that when sourcing decisions are being contemplated, Management will meet with the Union Bargaining Committee to discuss such activities. It is mutually agreed that the parties will establish a regular meeting date and time on a monthly basis, or more frequently as needed, to discuss these activities. Included in these discussions will be:

The reason for considering the sourcing of work and,

The impact, if any, on the bargaining unit and their job security.

During these discussions, the Union will be given an opportunity to suggest other alternatives, for

Management's consideration, that would retain the work in question within the Company.

The parties agree to monitor all sourcing decisions so to ensure the long-term job security of employees as well as the long-term success of the Company.

In addition, the parties mutually agree that the members of the Bargaining Committee should be engaged in the following activities:

- Education, training and development of Benchmarking techniques
- Basic Accounting/Business principles
- Industry/local business competitive environment
- Study/benchmark how other companies have successfully sourced work
- Develop objective criteria to determine sourcing direction
- Provide education for all employees on relevant business sourcing issues/topics.

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #3
START-UP LETTER
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. **Lester Hancock**, President
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. **Hancock**:

During the life of the Agreement, if there are major plant rearrangements and expansions, the parties mutually agree to meet and discuss the necessary arrangements that may be needed to be put into place in order to facilitate the plant rearrangements and expansion plans until the time operations return to normal.

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #4
CHANGES IN PLANT OPERATING ENVIRONMENT
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. **Lester Hancock**, President
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. **Hancock**:

There may be times when the day-to-day operating environment in our plant requires changes due to outdated processes or equipment, costs, quality, capacity and market driven factors. During those times, these factors may seriously challenge our ability to be competitive which truly establishes and sets the framework for the future security for our employees, retirees and shareholders. It is therefore, in our mutual interest, to develop resolutions to these challenges, as they may occur, which can seriously hinder and jeopardize our futures.

Our resolve and commitment is to work together to solve these problems and, if necessary, create and adopt resolutions which may alter the language of the bargaining agreement or change local practices.

In these cases, the Company and the Local Union agree to meet to discuss these competitive issues, to find mutually agreeable solutions and if necessary, agree to adopt new language provisions or to modify or change existing language with the approval of the International Union. The International Union will further advise the parties if membership ratification is required to implement such changes.

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #5
SECURITY EQUIPMENT/CAMERAS
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. **Lester Hancock**, President
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. **Hancock**:

It is the Management's intent to use security cameras and devices throughout the facility for the sole purpose of security. This equipment will not be used for the purpose of monitoring employee's job performance or for invading employee's rights to privacy. Security cameras and devices may, however, be utilized in the Company's sole discretion as to time and location, to aid in the investigation of alleged instances of harassment, sexual harassment, theft or other criminal activity.

Any questions arising from the use of security equipment should be directed to the Human Resources Department

If it becomes necessary to change this policy the Company and Union will mutually agree to the changes.

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #6
STRIKER REPLACEMENT WORKERS
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. **Lester Hancock**, President
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. **Hancock**:

For the length of the current contract, Volvo Trucks North America, Inc., on its part will refrain from utilizing economic striker replacement workers and will not coerce, or intimidate individual represented employees to not support an authorized work stoppage. This practice should allow both parties to address the relevant issues without additional pressure and escalation of the tensions of the situation. The Company commitment will remain in effect provided the International, the local, and the striking employees refrain from acts of violence, intimidation, threats of reprisals to those who do not support the work stoppage, and the Union or its agents do not engage in any other unfair labor practices. Such restraint also requires that the International and local continue to meet and negotiate in good faith subsequent to the work stoppage as requested by the Company with the objective of resolving their differences without a work stoppage.

This commitment to not replace strikers will be subject to review following thirty (30) days, wherein the Company may elect to discontinue its replacement restraint.

If a strike should occur, both parties should be able to resolve their economic and structural differences at the bargaining table with progressive concepts and get the UAW represented employees back to work as soon as possible with minimum harm to the corporation, its employees, and their families.

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #7
RETIREE BONUS
March 17, 2008**

Mr. **Lester Hancock**, President
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. **Hancock**:

During the **2008** negotiation it was mutually agreed that there would be a \$300.00 annual bonus to all current retirees **who retired prior to January 1, 2008** or if deceased, a **\$200.00** annual bonus for surviving spouse for the length of the contract

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #8
LIGHT DUTY PROGRAM
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr **Lester Hancock**
President, Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. **Hancock**:

During the course of these negotiations, the parties have held discussions regarding the placement of restricted employees on light duty due to occupational or personal injury. The Union has expressed their concern regarding the inconsistent placement of restricted employees by supervision to job assignments, which falls within this employee's temporary medical restriction.

Management states that they cannot always accommodate employees who have temporary restrictions with jobs which they can perform. In those cases, the employee is not allowed to work until the restriction is reduced or removed and a job is available for them to perform.

In light of these discussions, Management stated that employees with temporary medical restrictions due to an occupational injury would be, as far as practical, given a job within their temporary restrictions. In no instance will a lower seniority employee who has a temporary medical restriction displace a higher seniority employee. Employees with temporary medical restrictions due to a non-occupational injury will have their case reviewed by Management in conjunction with the Medical Department and supervision of the employee in question to determine if suitable work is available for the employee. Employees with temporary medical restrictions due to a non-occupational injury cannot displace any employee in an effort to be placed in the light duty program.

Sincerely,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #9
EMT FEES
March 17, 2008

Issued February 1, 2005
Re-issued March 17, 2008

Mr. Tim Bressler
Assistant Director
UAW Heavy Truck Department
8000 E. Jefferson Avenue
Detroit, MI 48214

Re: EMT Re-Certifications

Dear Mr. Bressler,

This letter will confirm our understanding and agreement that during the term of the 2008 Labor Agreement for the New River Valley Plant, the Company will process the fees for re-certification of plant EMTs through the plant's Tuition Refund Program as provided in the Labor Agreement.

Very truly yours,

Edward E. Rosko
Director, Labor Relations
Volvo Trucks, NA

**LETTER OF UNDERSTANDING #10
FIRE BRIGADE TRAINING
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Hancock**,

As discussed during the **2008** labor negotiations the following reflects our understanding regarding the training of the facility's active Fire Brigade members.

All Volvo – New River Valley Fire Brigade members who are required to attend in-house training as determined by the NRV Fire Brigade Chief will be compensated for hours lost as the result of their attendance at such training.

Fire Brigade training requirements shall be determined and agreed upon by the NRV Fire Brigade Chief and the facility's Health and Safety Leader.

Very truly yours,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #11
MEDICAL COVERAGE
March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Hancock,

The following reflects our understandings regarding the medical coverage for second and third shift employees and other shifts including holidays and weekends.

The Company agrees that it is necessary to provide medical coverage for the illnesses and injuries that may occur to its employees.

The Company believes that the first line of treatment should be a properly trained and equipped MERT team. To this end, the Company will ensure that a properly trained and equipped MERT team members will be scheduled to work. The criteria for provision of MERT team members will be agreed to by both Parties.

The Company agrees to continue to provide medical coverage utilizing the services of a nurse within the plant consistent with Article 23, Section 1 of the Common Agreement.

Sincerely,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #12
MERT TEAM
March 17, 2008

Issued February 1, 2005
Re-issued March 17, 2008

Mr. **Lester Hancock**
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Hancock**,

As discussed during the **2008** labor negotiations, the following reflects our agreement regarding the duties, functions, training and certifications of the facility's active MERT team members.

1. The MERT Team Captain (Captain) will be released one day per month to perform necessary EMT services such as checking medication cabinets, AED's etc. The Captain will, at the beginning of each year, submit a list of activities to the Company Health and Safety Leader in order to justify to the Company the necessity for one day per month.
2. MERT members will be compensated, at least, 4 hours per quarter, for training. The amount of training may increase subject to agreement between the Captain and the Company Health and Safety Leader.
3. The Captain will submit an annual itemized budget to the Company Health and Safety Leader. Budgets will be established, and funds requested, as part of the annual business planning process.
4. MERT Training
 - a) The standard training, nationally, for MERT teams is first aid, CPR, AED, and blood and body fluid training every one to two years. First aid can be expanded to include closed space rescue, immobilization, and oxygen use. Training should also include two drills per year, one announced and one unannounced.
 - b) It is understood by the Parties that the current MERT team members have the Red Cross designation of EMT. However, certification to this level is not a prerequisite to participation on the team. This is a level above standard MERT training. The Company is willing to provide the training necessary for the present EMT's to maintain their EMT certification provided they are actively participating on the Company MERT team.
 - c) While certification to the EMT level is not a prerequisite for joining the MERT

team, the Company believes that the Captain of the MERT team shall maintain certification to the Red Cross designation of EMT

Very truly yours,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #13
SAFETY/WELFARE
March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084
Dear Mr. Hancock,

The Company acknowledges the list of Safety Demands presented by the Union at the start of the Health and Safety discussion. After reviewing those issues, the Company provides the following responses to those items in an effort to improve safety and to satisfy these requests.

- 1) The Company agrees to provide enclosures for all existing forklifts that are currently used for work outside of the facility, provided that the amount of time used outside warrants such enclosures. The Company and Union will agree to the parameters that dictate the need for such enclosures. Parameters shall include temperature, frequency and duration of time spent outside in "harsh" weather conditions. The Company also agrees to evaluate the feasibility of obtaining forklifts equipped with heaters for future equipment purchases (outside use only).
- 2) The Company agrees to provide an adequate number of covered smoking shelters. The Company also reserves the right to remove such shelters if it is determined that employee actions result in excessive damage and/or inadequate use of provided receptacles (trash cans, butt trays/containers, etc.). The Company and Union agree that the provision of covered smoking shelters is a benefit to the employees and that employees share in the responsibility for maintenance of those shelters.
- 3) The Company agrees that additional evaluations for further improvements to the heat in the warehouse area will be conducted and may include, but not be limited to, air curtains on dock/roll-up doors and additional area heaters. Where necessary, improvements will be made.
- 4) With respect to ventilation system(s) the Company will communicate to the employees in the area of the importance of proper operation of the existing equipment and will reassess the adequacy again in the future. **Alterations of exhaust hoods on the welding deck to capture welding fumes at the breathing zone will be investigated.**
- 5) **The parties will utilize a joint process to determine sampling methods for evaluating potential workplace hazards. Those evaluations will be conducted in accordance with government regulations, recognized industry practices and as recommended by the Joint Health and Safety Committee.**

- 6) Priority will be given utilizing the process specified in item 5 above to conduct an evaluation of welding and painting operations in the BIW work area.
- 7) Additional efforts will be made to ensure that management will recognize the need to maintain properly balanced ventilation systems

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #14
TRANSPORTATION OF EMPLOYEES
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Hancock**,

As discussed in the **2008** labor negotiations, following are the guidelines in the transportation of ill or injured employees employed at the New River Valley facility.

1. The ill or injured employee will be assessed by medical office personnel or by an EMT. If there is any doubt as to the seriousness of the employee's medical condition, an ambulance will be called.
2. The ill employee (non-work related illness) will be assessed as mentioned in number one above. If an ambulance is not necessary, then a determination will be made by an EMT or medical personnel, as to whether or not it is safe for the employee to drive home.
 - a) If the employee is too ill to drive home, we will first call a family member to see if they can pick the employee up.
 - b) If a family member is not available the plant security or an MERT team member will drive the employee home. This should ideally be done in a Company owned vehicle.
3. The injured employee (work related) will be assessed as described above. If an ambulance is not necessary, but medical care is needed off site, then a determination will be made as to whether or not it is safe for the employee to drive to medical care.
 - a) If the employee is not capable of driving to medical care, plant security or a MERT team member will transport the employee to medical care and pick up the employee after care is provided. This should ideally be done in a Company owned vehicle.

A legal opinion will be obtained from Corporate Legal concerning the coverage and liability issues for employees who transport other employees.

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #15
SCHEDULING OF MEDICAL TREATMENTS
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Hancock**,

Following are the guidelines regarding the scheduling of medical treatments for those employees who incur a work-related injury

- 1) The Company believes that timely medical care is essential for our employees who are injured at work.
- 2) Due to production and manpower considerations the Company would prefer that medical appointments be scheduled at times other than the employee's scheduled working hours. The injured employee will be paid up to 2 hours of overtime when medical treatment is received outside of the employee's regularly scheduled working hours.
- 3) If the injured employee is not working, then medical visits can be scheduled at a convenient time for the employee. The employee will not be compensated for these visits.

Sincerely,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #16
UNION LABEL
March 17, 2008

Issued February 1, 2005
Re-issued March 17, 2008

Mr. Tim Bressler
Assistant Director
UAW Heavy Truck Department
8000 E. Jefferson Avenue
Detroit, MI 48214

Dear Mr. Bressler;

This will confirm that the Company will attach a "Union made label" to each truck manufactured at the NRV plant regardless of brand. The parties agree that the implementation of this commitment will begin as soon as practical following the appropriate Company design and approval process.

Sincerely,

Edward E. Rosko
Director, Labor Relations
Volvo Trucks, N.A.

**LETTER OF UNDERSTANDING #17
VENDOR WORK PERFORMANCE
March 17, 2008**

Issued February 1, 2005
Re-issued March 17, 2008

Mr. Tim Bressler
Assistant Director
UAW Heavy Truck Department
8000 E. Jefferson Avenue
Detroit, MI 48214

Dear Mr. Bressler:

The Union has expressed its concerns that representatives of vendors, including Mack Powertrain, entering the NRV Plant to perform repairs or replacement on site of defective vehicle components manufactured or assembled by such vendor have from time to time performed some disassembly/reassembly of vehicles to access the component to be repaired or replaced. The Union has indicated its belief that its members should perform all such disassembly/reassembly activities.

The Company and Union share mutual interest in product quality and the minimization of potential product liability. With these interests in mind, the Company will exercise its discretion as to who should perform such work. In making such decision, the Company will not violate the restrictions contained in Article 25.0 Subcontracting. The Company will make every effort to provide the Union notice and explanation of its decision in this regard.

Sincerely,

Edward E. Rosko
Director, Labor Relations
Volvo Trucks, N.A.

**LETTER OF UNDERSTANDING #18
PREFERENTIAL CONSIDERATION
March 17, 2008**

Mr. Lester Hancock
President, Local 2069 UAW
PO Box 306
Dublin, VA 2084

Re. Extension of Recall Rights

Dear Mr. **Hancock**:

This will confirm our understanding that, notwithstanding the Loss of Seniority provisions of Article 11 sub-section j), employees who acquire seniority during the term of the **March 17, 2008** Labor Agreement, shall retain their seniority for purposes of recall in the event that they may be laid off during this Agreement.

Very truly yours,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #19
ERGONOMICS
March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA, 24084

Dear Mr. Hancock:

During the course of these negotiations, Management and the Union have held discussions regarding ergonomic issues.

Issues addressed include:

- a) Hand tool ergonomics and injuries relating to the use of hand tools with emphasis on department 23 and 24.
- b) Lifting process in kitting and material handling areas.
- c) Training and equipment needs for computer operators.
- d) Work envelopes in chassis assembly department 23.
- e) Manual welding deck operations involving stooping and kneeling.

The parties agree to review work processes in the above mentioned areas and make determinations if ergonomic improvements are warranted. If improvements are determined to be necessary, those changes will be made consistent with Article 22, Section 7 of this agreement.

The parties agree to perform an assessment of the existing ergonomics program and process. Following that, the company will benchmark those processes against other internal Company locations and, where possible, other external Companies.

This will be done in an effort to determine best ergonomic industry practice to improve the NRV plant ergonomics.

A pilot project will be established and adequately staffed to focus on specific area of concerns. During this pilot, the parties will evaluate and utilize ergonomic tools such as the UAW Checklist, the ACGIH HAL-TLV and ACGIH and lifting TLV, U of M 3DSSP and NIOSH lifting formula to systematically evaluate jobs. Upon the one year anniversary the pilot program will be evaluated to determine its effectiveness and future viability.

Sincerely,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #20
CADMIUM
March 17, 2008

Mr. Lester Hancock
President, Local 2069, UAW
PO Box 306
Dublin, VA, 24084

Dear Mr. Hancock:

During the course of these negotiations, Management and the Union have held discussions concerning cadmium. Management has provided information indicating that fasteners coated with cadmium have been eliminated from the plant and will not be used in the future; in addition all areas of contamination have been cleaned. The absence of cadmium will be verified upon return of production by a joint audit.

The Company will develop a risk communication regarding cadmium for distribution to all bargaining unit employees. The Company will review this communication with the Union prior to distribution for discussion and input.

For employees who believe they have been exposed to cadmium, the company will schedule and pay for biological testing conducted by a mutually agreed upon certified laboratory.

The Volvo Corporate Director of Medical, Corporate Director of Health and Safety, UAW International Health and Safety Representative, Local Health and Safety Manager, and the UAW Health and Safety Representative agree to meet and discuss and determine the adequacy of our existing strategy relating to cadmium and determine if any additional actions may be required.

The parties agree that the implementation of this commitment will begin as soon as practical following ratification of this agreement.

Sincerely,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #21
Health and Safety Coverage
February 1, 2008

Mr. Lester Hancock
President, Local 2069, UAW
P.O. Box 306
Dublin, VA 24084

Dear Mr. Hancock:

The Health and Safety representative or alternate will have the opportunity to perform his duties during major overhauls and equipment rearrangements which occur on weekends, plant shutdowns or holidays. All hours scheduled outside normal working hours must be pre-approved by the Company Health and Safety Manager.

Sincerely,

Denise Hughes
Director, Human Resources

LETTER OF UNDERSTANDING #22
VOLVO TRUCKS, NA
VOLVO PRODUCTION SYSTEM
(LEAN MANUFACTURING)
MARCH 17, 2008

Mr. Tim Bressler
Assistant Director
UAW Heavy Truck Department
8000 East Jefferson Avenue
Detroit, MI 48214

Dear Mr. Brassler:

During the negotiations which led to the March 17, 2008 Labor Agreement, the Parties discussed the future changes to the manufacturing processes and methods at the New River Valley Plant resulting from the Company's transition to a Lean Manufacturing environment.

- The Parties recognize that Lean Manufacturing is the cornerstone for achieving and maintaining any competitive advantage, both domestically and globally.
- The Lean strategy is focused on encouraging initiative, creating a harmonious culture of involvement based upon the long-term development of our employees, and ensuring employee input into day-to-day operations.
- The parties recognize that involving employees in key phases of the business such as quality, continuous improvement initiatives, operating efficiency, joint problem solving, and waste elimination is extremely important in achieving stated manufacturing objectives.
- The parties recognize that we must continue to identify the best processes and work policies that will encourage employee participation.
- The implementation and success is dependent upon the joint cooperation of the Parties, which in turn will help to bolster job security and the long-term viability of our manufacturing operations.
- The objective of Lean Manufacturing is to develop a systematic approach to identifying and eliminating waste through continuous improvement.
- Meeting this challenge requires a truly participative process and sustained employee involvement.
- In order for an operation to successfully implement Lean Manufacturing, there is a level of understanding and cooperation that must exist between all team members.
- The Parties thereby agree that the success of this initiative depends largely upon the implementation of work teams in the operations and a shift in the current culture to self-guided and self-sufficient work groups where team members will be required to be cross-trained on various jobs and across classifications to ensure team-depth skill and knowledge.
- The Parties recognize that self-directed work teams and their team leaders must have performance goals, objectives and measurements within work

groups to facilitate, quality initiatives, new product launch, health and safety initiatives, maintenance processes, operating effectiveness, and continuous improvement.

- The Parties also acknowledge that current processes, layouts, material and information flows cannot remain unchanged if the benefits of Lean Manufacturing are to be realized.

To this end, the Parties agree that they will endorse and embrace this new way of working. The Local Parties will meet regularly once implementation has commenced to monitor the success of the implementation and address any issues and concerns that may arise. Should the Local Parties encounter issues related to the collective bargaining agreement which they cannot resolve, representatives of the Corporate Labor Relations function and International Union will attempt to help the Local Parties resolve the issue prior to that issue being entered into the grievance procedure. The Parties are committed to resolve any contractual issues surrounding this implementation in a manner that facilitates the new processes in the overall interests of the Company and its employees, including, if needed, the modification or adoption of language to support and implement the new environment.

Very truly yours,

Denise Hughes
Director, Human Resources

**SUPPLEMENTAL AGREEMENT BETWEEN
NEW RIVER VALLEY PLANT
OF
VOLVO TRUCKS NORTH AMERICA
AND THE
INTERNATIONAL UNION
UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW)
AND UAW LOCAL 2069
FOR THE
PRODUCTION AND MAINTENANCE EMPLOYEES
AGREEMENT EFFECTIVE
March 17, 2008 THROUGH March 16, 2011**

NEW RIVER VALLEY PRODUCTION AND MAINTENANCE SUPPLEMENTAL AGREEMENT
TABLE OF CONTENTS

<u>Article Number</u>	<u>Article</u>	<u>Page</u>
1	Recognition	1
2	Dues Check-Off	1
3	Non-Discrimination	1
4	Representation	1
5	Bulletin Boards	3
6	Grievance Procedure	4
7	Discipline	4
8	Management Rights	4
9	No Strike-No Lockout	4
10	Probationary Period	4
11	Loss of Seniority	4
12	Seniority-Former Unit Employees	4
13	Bargaining Unit Work	4
14	Transfer of Operations	5
15	Promotion and Transfer	6
16	Temporary Layoff	10
17	Reduction in Force	12
18	Overtime Equalization	15
19	Overtime	18
20	Reporting Absences	18
21	Leaves of Absence	18
22	Health and Safety	18
23	Medical Department – Occupational Injuries	18
24	Agreement Furnishing	19
25	Subcontracting	19
26	Skilled Trades	19
27	Voting Hours	25
28	Jury Duty and Witness Service	25
29	Bereavement Pay	25
30	Shift Preference	25
31	Working Hours	25
32	Basis of Payments	25
33	Reporting/Call-In Pay	25
34	Vacations	26
35	Holidays	31
36	Tuition Refund	32
37	Cost-of-Living Allowance	32
38	Classifications & Wage Schedule	33
39	Relief and Rest Periods	34
40	Work Standards	35
41	Separability of Provisions	36
42	Waiver	36
43	Effective Date/Termination	36
44	Memorandum of Understanding Regarding Substance Abuse	36
45	Quality Incentive Program	36
46	NRV Plant Attendance Policy	37
	Letters of Understanding	
#1	Maintaining Employment Group (MEG)	40
#2	Red Circle Rates	42
#3	Decisions on Subcontracting	43

ARTICLE 1 – RECOGNITION

Section 1. Definition of Bargaining Unit.

The Company recognizes the Union as the exclusive representative for production and maintenance employees domiciled at its production facilities located at the Intersections of State Roads 611 and 643 in Dublin, Virginia, and any other production and maintenance employees in facilities used by the Company in regard to manufacturing its product at the New River Valley Truck Plant, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment covered by this Agreement. Whenever used in the Agreement, the word "employee" shall mean any person employed in the production and maintenance departments as the unit was defined by the National Labor Relations Board, Case NO 5-RC-10035 in the Certification of Representatives but excluding all other employees including but not limited to Supervisors, Assistant Supervisors, Technical Employees, Clerical Employees, Professional Employees, Guards, Office Employees, employees whose duties are of a confidential nature, and any excluded employees as defined in the Labor Management Relations Act of 1947, as amended.

ARTICLE 2 – DUES CHECK-OFF (See Common Agreement)

ARTICLE 3 – NON-DISCRIMINATION (See Common Agreement)

ARTICLE 4 – REPRESENTATION

Section 1. District Committeemen

Employees of the Company will be represented by District Committeemen who will function within the parameters of the agreement. Changes in the number of committeemen, up or down, are to be made during the month of April and October of each year upon the request of either the Company or Union and will be based on the active employee head count. In the event where a department is established in an isolated area or where no other reasonable method of Committee representation exists, the Company and the Union shall meet to discuss the advisability of providing Union representation.

Commencing April 1, ~~2008~~, the employees shall be represented within their defined districts in a ratio not to exceed one (1) District Committeeman for every two hundred and fifty (250) employees. This ratio of 1/250 will remain for the duration of this agreement. **However, should active employee headcount increase or decrease by a number of 126 employees above or below any incremental 250 number, one (1) District Committeeman will be added or removed as the case may be.**

When the District Committeeman, **Bargaining Chairman or President** ceases to hold his elected position, he will be returned to his current department, job and classification, seniority permitting. If the **elected Union Representative's** former job is available he will be placed in that job, seniority permitting.

In the event that he cannot be placed as outlined above he will be placed in the following order:

- a) To an open job in the same classification on a plant wide basis
- b) If there is no open job in the same classification, displace the least senior employee in the same classification on a plant wide basis.
- c) To an open job in former classification held within his/her respective department.
- d) To an open job in any department which has an opening in his/her former classification held.
- e) To an open job within another classification in the same department
- f) To any other opening
- g) Displace least seniority employee on a plant wide basis

Section 2. District Committeemen - Function

District Committeemen will function only within their defined districts and represent only employees within that district. It is understood that each District Committeeman has full-time Union responsibilities. The District Committeeman will be paid the rate of their classification while functioning as a full-time Representative. The Committeeman will conduct his business expeditiously and not interrupt production activities.

The elected Alternate Committeeman will function as the full-time District Committeeman when the regular Committeeman is absent. When neither the District Committeeman nor the Alternate Committeeman is present, the Union will designate a person within the defined district to assume the Committeeman's responsibilities on an as needed basis.

When there are staggered shift times in a given district, the District Committeeman for that district will be able to function as a full-time Union representative starting with the earliest shift starting time through the latest shift ending time.

Section 3. Union Representative Overtime

When ten (10) or more employees represented by a particular Committeeman are to work overtime, the Committeeman shall be offered overtime.

If the Committeeman elects not to accept the overtime, the Committeeman's elected alternate will be afforded the opportunity to work the overtime assignment as full time Committeeman. If the elected Alternate Committeeman is not available to work overtime, the Union will give advance notice as far as practical, of the employee who will be designated as Committeeman during the overtime period. This Committeeman will work and be taken off the job on an as needed basis.

Section 4. Union President and Bargaining Chairman

The Company will recognize the Local 2069 President and Bargaining Chairman as full-time representatives to function on legitimate Union business. They will be paid forty (40) hours per week salary by the Company. In addition, when there are fifty (50) or more employees scheduled to work overtime, the Local President and Bargaining Chairman will also be allowed to function with applicable pay. They shall confine their in-plant activities to policies, procedures and the parameters of

the Labor Agreement. The Local President and Bargaining Chairman may leave the plant on legitimate Union business.

The Company agrees that effective **March 17, 2008**, the employees holding the position of Union President and Bargaining Chairman will be paid their regular hourly rate.

When the Local President or Bargaining Chairman ceases to hold their elected position, they will be returned to the same department, job, and classification they currently hold, seniority permitting. If the former position is not available, the former President or Bargaining Chairman will be placed **in accordance with Section 1 above, paragraphs a), b), c), d), e), f), and g)**

In the event that the Union President and/or Bargaining Chairman is absent from work, management will recognize the designated alternate to serve temporarily as a full-time representative.

Section 5. Preferential Seniority

The Union will furnish to the Manager, Human Resources, a list of the Committeemen, and Officers, together with a description of the departments, districts, and/or groups of employees represented by such Committeemen and Officers, respectively. In order to be considered, each grievance must be filed by the Committeemen representing the departments or district and/or groups within which the grievance arose. Any change in such lists or descriptions shall be reported promptly by the Union to the Manager, Human Resources. The Company will not recognize any employee as a representative of the Union unless notice has been given as above provided.

The Committeeman in each department and/or district, the members of the Grievance Committee, and the covered Officers of the Union shall head the seniority list while functioning as representatives of the employees, subject, however to the provisions of the agreement.

When reducing the working force, (regular or temporary) notwithstanding their position on the seniority list, the Committeemen, and covered Officers of the Union, will continue to function as full time Union Representatives, or if not full time Representatives, on jobs in their current departments and/or districts, if applicable, or on jobs they can perform. These officers, and Committeemen, shall not head the seniority list for the purpose of upgrading, promotion, or displacement of other employees, except for layoff or recall purposes.

When a reduction in force requires the layoff of an Officer of the Union or a Committeeman, they shall be laid off in the following order. Vice President, Committeeman, Bargaining Chairman, President.

When a Committeeman or an Officer of the Union who heads the seniority list under this paragraph and has remained at work only by virtue of his office, loses his office, he shall be returned to the Bargaining Unit in accordance with the seniority and layoff-recall provisions

ARTICLE 5 – BULLETIN BOARDS (See Common Agreement)

ARTICLE 6 – GRIEVANCE PROCEDURE
(See Common Agreement)

ARTICLE 7 – DISCIPLINE
(See Common Agreement)

ARTICLE 8 – MANAGEMENT RIGHTS
(See Common Agreement)

ARTICLE 9 – NO STRIKE-NO LOCKOUT
(See Common Agreement)

ARTICLE 10 – PROBATIONARY PERIOD
(See Common Agreement)

ARTICLE 11 – LOSS OF SENIORITY
(See Common Agreement)

ARTICLE 12 – SENIORITY
TRANSFER TO UNIT

In the event that an employee transfers into the Production and Maintenance bargaining unit from the plant's Salaried bargaining unit such employee will commence employment as a new hire with day one seniority. The employee's former seniority date in the Salaried bargaining unit will only be applied for purposes of benefits provided in Appendices A, B, C, D, and Article 34 – Vacations.

ARTICLE 13 - BARGAINING UNIT WORK

Section 1. Non Bargaining Unit Employees Performing Bargaining Unit Work

Non-bargaining unit employees shall not perform work assigned to employees covered by this Agreement. This limitation shall not apply, however, in the following activities:

- a) Necessary work in time of emergencies which does not result in the displacement of employees at work who are qualified to perform the work.
- b) Necessary work for purposes of instruction or training, including demonstrating the proper method to accomplish the task assigned.
- c) Experimental work which may lead to improved methods or practices.

Instances of work being performed by non-bargaining unit employees on a repetitive basis which are not recognized above will be presented by the Union Representatives and discussed in the weekly Good and Welfare meeting for mutual resolution. If not resolved in the good and welfare meeting the Bargaining Chairman will discuss such case with the Manager Labor Relations prior to the filing of a grievance.

Section 2. Non Bargaining Unit Employees Participation in Inventory/Audits

Supervisors shall assist with the preparation and perform various ancillary duties associated with the inventory such as audits. Employees engaged in inventory work, or work in preparation for inventory, will be paid the appropriate rate of pay. Employees in the Quality Control and Material Handling Department, and all industrial truck operators, may be required to work during inventory as required.

ARTICLE 14 - TRANSFER OF OPERATIONS

Section 1. Employee Transfer

When operations or departments are transferred between manufacturing plants of Volvo Trucks North America, employees engaged in such operations or employed in such departments may transfer to the other plant, provided their jobs are transferred and they make written application within sixty (60) days following such transfer, and provided such transfer is not excluded by any existing Collective Bargaining Agreement at the new location. In the event such transfer is prevented by an existing labor contract, said employee will be given preferential hiring rights consistent with the labor agreement in effect, provided he has the necessary qualifications. These personnel, if hired, shall be considered new employees for seniority purposes. An employee hired from NRV and completing the probationary period, shall have their past service recognized for vacation eligibility. Further, those employees who are vested within NRV's Pension Plan shall become vested immediately within the other facility while those not vested shall have their past service counted towards vesting. In case the work is transferred to a new plant in which the UAW is certified as the bargaining agent, the subject of seniority and all other related matters will be the subject of negotiations at the new location. Employees may transfer to openings at other manufacturing plants and maintain the seniority provisions as outlined above.

Section 2. Relocation Allowance

Employees will be paid a cost-of-moving allowance in accordance with the following table:

Miles Between Plant Locations	Single	Married
50-99	\$1,049	\$2,330
100-299	\$1,168	\$2,567
300-499	\$1,267	\$2,693
500-999	\$1,536	\$3,181
1,000 & over	\$1,775	\$3,656

Section 3. Preferential Hiring

a. Regardless of the provisions of Section 1, employees permanently laid off from the New River Valley Plant after the date of this Agreement, who remain on continuous layoff for a period of one (1) year and retain certain recall rights, shall be given preferential hiring at other VTNA truck manufacturing plants provided they make application at the new location within three (3) months after they become eligible, and provided they have the necessary qualifications for the open positions. Upon accepting a position at the new location, their seniority at the New River Valley Plant shall be terminated and they shall be treated as a new employee at the new location. Employees hired under this provision shall be eligible for the moving allowance specified in Section 2.

b. Concerning opportunity for employment at the New River Valley Plant, the following provisions shall be applicable. Whenever legitimate employment opportunities occur at the New River Valley Plant, the Company agrees to give preferential consideration on hiring to those employees, represented by the UAW, who are on current layoff status from other existing Volvo Trucks North America facilities. These personnel, if hired, shall be considered new employees for seniority purposes. An employee hired from this type Volvo Trucks North America facility and completing the probation period, shall have their past service recognized for vacation eligibility. Further, those employees who are vested within their former facility's Pension Plan shall become vested, immediately within the New River Valley Plant, while those not vested shall have their past service counted towards vesting.

ARTICLE 15 - PROMOTION AND TRANSFER

Section 1. Job Bidding/ Bid areas

The opportunity to bid to other positions will be subject to the following:

a) Employees who desire to bid to a different department, classification or shift may make up to three(3) pre-bid applications at the Labor Relations Department which will be maintained as active bids for a period of twelve (12) months from the date of the pre-bid application. Employees making application shall indicate their order of preference, 1-2-3, of their pre-bids and any award shall be binding upon them. At the time the Company declares an opening to be filled by pre-bid applications, only those pre-bid applications which were on file seven (7) work days prior to the declared opening will be considered. (See Sections 4. and 5. below regarding the posting / award process for new work or newly created classification). If there are two or more qualified employees, selection for the position will be based on plant seniority.

b) Openings within classifications listed under Article 17, Section 1.c. will require the applicant to have successfully completed a proficiency test prior to being awarded a bid. The Company will offer proficiency tests to interested employees twice annually in anticipation of future openings. The useful life of such test results will be determined by the Company for each classification.

- c) An employee who has successfully bid and is awarded any **pre-bid** or posted job under these provisions will not be eligible to bid for a period of twelve (12) months from the date the job bid is awarded. The twelve (12) month calculation will begin on the date **the employee is awarded the job. The twelve month bid restriction will cease in the event the employee is involuntarily displaced by another employee from his bid department or bid classification.**
- d) For purposes of job bidding, the Bid Areas are identified as follows:
1. Body-in-White
 2. Paint
 3. Cab Factory (Materials)
 4. Cab/Sleeper/ASRS
 5. Pre-Chassis Paint (Inclusive)
 6. Post-Chassis Paint / Off-line / PC (Including Paint)
 7. Materials **(Includes Kitting) Area Business Team**
 8. SPV
 9. Materials (Non-Business Team)
 10. Maintenance
 11. *Non-Business Team Support Departments*
 12. Methods Lab
- e) When there are thirty-five (35) or more open jobs **to be filled from pre-bid applications** due to a line rate increase or decrease, employees shall only be permitted to **be awarded** to other open jobs within their current Bid Area. When there are less than thirty-five (35) **pre-bid application** jobs **awarded** during a given **award**, employees shall be permitted to **be awarded** to any open job in any Bid Area.
- f) An employee who previously was employed and fully qualified to work in one of the classifications listed in Article 17 Section 1. c. of this Supplemental Agreement, shall not be subject to the twelve (12) months or thirty-five (35) or more open jobs bid restrictions should such employee's former classifications be posted for bid and such employee desire to bid back to the former classification.
- g) The parties agree to review special cases on an individual basis to best determine if a job vacancy that approaches the six (6) month time frame should continue to be filled on a temporary basis or be open to the bidding process.

Section 2. Make-out Period

An employee entering a new job through these provisions shall be entitled to the usual instructions from his supervisor as to the tools and the peculiarities of the job, and if such employee does not, in the opinion of his Supervisor, show proper competence within the specified make-out period, he and his Committeeman shall be notified that he is not making out and he will be **returned** back to his previous department and classification **and be placed into any opening that remains unfilled provided the employee is capable of performing the job. In the event there is no such opening, the employee shall be placed in the department and classification then filled by the least senior employee in the bargaining unit which he is qualified to perform.** If an employee washes out, **he** will retain **his** rights for shift change opportunities.

Wash-Out Time Frame

Any non-designated classification	Up to 5 days
Final Repairman	Up to 15 days
Body Repairman	Up to 15 days
Key Assembler/Welder	Up to 15 days
Masker	Up to 15 days
Receiving Inspection	Up to 15 days
Trainer	Up to 15 days
Routing & Clipping	Up to 15 days
Absentee Replacement	Up to 15 days
E-coat Technician	Up to 30 days
Electronic Technician	Up to 30 days
Operator/Welder	Up to 30 days
Waste Water Technician	Up to 30 days
Finish Painter	Up to 45 days
Hazardous Material Handler	Up to 90 days
Automation Technician	Up to 6 months
CMM Technician	Up to 6 months
Principal Operator	Up to 6 months
Robotic Paint Operator	Up to 6 months

*Above may be extended by mutual agreement.

Any new classifications, created during the life of the agreement will be discussed to determine the appropriate make-out period for said job.

Under unusual conditions, the specified make-out period may be extended by mutual agreement between the Company and the Union.

Section 3.

Following a pre-bid application award or a plant wide job posting all subsequent openings may be back filled at the discretion of the Company from pre-bid applications or available personnel (i.e. other displaced and available employees, recalled employees, new hires). Secondary job openings resulting from **the plant wide posting of a vacancy due to a resignation, retirement or death** will be filled in the same manner as the specific primary opening. Openings created in the following classifications after the successful fill of the primary and secondary jobs will be **filled by pre-bid applications**; grades 04, 09,14, 20, 30, 31 and any skilled trades job.

A successful bidder will be moved to their new job in fifteen (15) working days (Monday – Friday) after the job bid comes down. If the successful bidder is not physically moved within this time period they will be transferred on paper to new classification/pay rate and eligible for any overtime in new department. These provisions concerning the fifteen (15) day move, the rate change and the overtime opportunity will not apply when there are **thirty five (35)** or more job openings posted simultaneously.

Section 4. Job Openings – New Work

When there is new work introduced into the plant which results in an increase in the workforce, the Company will post a plant wide advance notice of the work. In those cases all employees, without regard to Bid Group restrictions, and having active pre-bid applications on file, will be awarded those vacancies. Following those bid awards, employees who are recalled from layoff or newly hired due to the new work shall be assigned to backfill job openings or to fill any remaining newly created work. Those employees who fill newly created jobs will not thereafter be subject to being displaced during a ninety (90) work day period by any employee.

Section 5. Bidding to New Classifications

In case new classifications are created by the Company during the life of the Agreement, the company shall post a notice advising employees of the new positions and the rates of pay. The notice will be posted for forty-eight (48) hours prior to the filling of such jobs. Employees making application during this forty-eight (48) hour period shall be given consideration for such openings on the same basis as specified above. (If there are two or more qualified employees, selection for the position will be based on plant seniority). **Any subsequent openings created by the award of a bid to a new classification may be filled pursuant to Section 3 above.**

Section 6. Temporary Assignment

- a) Any employee may be temporarily **assigned** to another **job** assignment in any classification except those identified as skilled trade jobs. If the **assigned** employee's job is covered by another employee, the Company will justify the reason for the coverage with the Union. Such temporary assignment will not exceed thirty (30) calendar days. At the end of the temporary thirty (30) day assignment, management will discuss with the appropriate committeeman the reasons in which the temporary assignment may need to be extended to determine if a temporary job should be posted as a permanent position. A mutual agreement must be reached to extend the temporary assignment. If not, the temporary job will be posted as a permanent position. A **temporarily assigned** employee will be paid the rate of his regular job or the rate of the new job, whichever is higher, for the time worked on the new job. An employee temporarily assigned to a classification that requires the successful completion of a proficiency test before entering the classification must pass the same proficiency test before the temporary assignment is made. It is management's intent to use excess employees **or** qualified absentee pool employees to cover absent employees. Management may utilize any employees required at shift start to ensure that production is running.
- b) The assignment of an employee, from one operation to another within his/her classification and department is not considered a temporary assignment.

c) The Company, as a matter of course, will not temporarily transfer an employee from his shift to another shift unless such transfer is essential to maintain continuity of production. In those limited situations, the Company shall solicit qualified employees in the required classification by seniority. The least senior qualified employee will be assigned in the event of no volunteers. Sufficient notice of the shift change will be provided and the transfer will be kept to as short a timeframe as possible.

d) It is the intent of the Company to utilize the employees assigned to the absentee pool to replace absent employees. However, management may utilize all available employees, at shift start to insure that production is up and running. It is management's intent to use qualified absentee pool employees to cover absent employees, wherever practical, after the start of the shift.

Examples of consistent or repetitive issues with "absentee replacements" should be discussed and resolved in the weekly Good & Welfare meeting with the department Superintendent.

ARTICLE 16 - TEMPORARY LAYOFF

Section 1.

During the periods of temporary layoffs resulting from material shortages from suppliers or inter- or intra-Corporation facilities, breakdown of machinery or equipment, power failure, acts of God, labor dispute, **market demands** or other conditions beyond the control of the Company, employees will be **temporarily** laid off **up to two (2) weeks** as their job assignments are completed and recalled as their jobs open up.

If a temporary layoff is implemented due to the necessity to halt production as a result of an excessive truck float caused by extraordinary circumstances, the Company can in this limited circumstance retain those employees who have the required experience to do the work needed to alleviate the situation so that production can be restored. Such assignments may be for a period of up to three (3) weeks.

The Company agrees to meet with the representatives of the Union **prior to the commencement of the two (2) or three (3) week period** to discuss the **business necessity of the temporary layoffs, the requirement for temporary assignments and their duration. Unless the temporary layoff provisions are mutually extended beyond the two (2) or three (3) week period,** the permanent layoff provisions shall be implemented. Any exceptional cases **and additional extensions** shall be considered and decided on its merits between the Company and the Union.

Section 2.

During periods of temporary layoffs, **available** job assignments as identified in Section 1. above **and which are not filled by assignment** may be supplemented by **qualified** employees who under the provisions of Section 1 would be placed on **temporary** layoff. **These job assignments will be posted for forty-eight (48) hours and awarded by seniority** consistent with the employee's ability to perform the work.

Section 3.

It is mutually agreed between the Company and the Union that job assignments for employees working in absentee replacement departments, during temporary layoff as specified by Section 1 above, will be the job assignment they are performing at the time of the action which necessitated the temporary layoff and this job assignment will stay in effect until the end of the shift. Should the temporary layoff continue into the next scheduled work day and thereafter, the job assignment for those employees working in the absentee departments will be absentee replacement and they will be assigned work as such on the more plant wide seniority basis.

Section 4. Procedure to Implement Inverse Seniority Layoffs

a) Situations

- 1) A temporary lay-off situation, as defined in Section 1, must exist
- 2) The temporary lay-off must be prescheduled for at least a week's duration, (Monday through Friday).
- 3) The temporary lay-off must be in a classification, in a department, on a shift and affect only a part of that classification/department/shift.
- 4) Management reserves the right to determine classifications, departments, and shifts of work to be performed.

b) Process

- 1) The Supervisor(s) in the affected department will solicit for volunteers to be laid off in the affected classifications within the affected departments.
- 2) If there are more volunteers than required in the affected classification/department, the most senior volunteers will be designated for lay-off.
- 3) If there are an insufficient number of volunteers than required in the affected classification/department, the least senior employees in the affected Classification / department will be laid off to make up the shortfall
- 4) If no volunteers, lay-off language in Section 1 will apply.

c) Stipulations

Those employees scheduled to work must be able to perform the work required

Section 5. Procedure to implement Supplemental Staffing

a) Situations

- 1) A temporary lay-off situation, as defined in Section 1, must exist.
- 2) The temporary lay-off must be prescheduled for at least a week's duration, (Monday – Friday).
- 3) The temporary lay-off must affect a situation as defined in Section 2 concerning supplementing job assignments.

b) Process

- 1) The supervisor will solicit for volunteers on a plant wide seniority basis of the affected employees to implement the provisions of the Inverse Seniority Guidelines Temporary Lay-Off Supplemental Staffing.
- 2) If there are more volunteers to work than required of affected employees, the most senior volunteers will be scheduled to work.
- 3) If there are an insufficient number of volunteers to work than required of affected employees; the least senior affected employees will be required to work to make up the shortfall.

If no volunteers, the least senior affected employees will be required to work.

c) Stipulations

Those employees scheduled to work must be able to perform the work required.

ARTICLE 17 - REDUCTION IN FORCE

Section 1. Reduction in Force

All reduction-in-force activities will be conducted on a plant wide seniority basis as follows.

- a) All probationary employees using date of hire as guidelines.
- b) If it is necessary to reduce additional manpower beyond the number of probationary employees in the plant at the time of the reduction, the least senior employees working will be placed on layoff.
- c) A least senior employee may be retained in the plant in cases where because of abilities more senior employees are unable to perform the available work. These classifications are identified as follows:

Maintenance – Electrical
Maintenance – Mechanic/Vehicle
Maintenance – General
Machinist/Fabricator/Tool & Die
Receiving Layout Inspector
Receiving Inspector
Finish Painter
Electronics Technician
Principle Operator
Operator/Welder
Automation Technician
E-Coat Technician
Waste Water Technician
Hazardous Material Handler
Key Assembler – Welder
Robotic Paint Operator
CMM Technician
HVAC
Trainer

In this instance, the next least senior employee on the seniority list will be placed on layoff in place of the retained employee.

For purposes of a reduction in force, the Bid Groups are identified as follows

1. Body-in-White
2. Paint
3. Cab Factory (Materials)
4. Cab/Sleeper/ASRS
5. Pre-Chassis Paint (Inclusive)
6. Post-Chassis Paint / Off-line / PC (Including Paint)
7. Materials **(Includes Kitting) Area Business Team**
8. SPV
9. Materials (Non-Business Team)
10. Maintenance
11. Non-Business Team Support Departments
12. Methods Lab

Section 2. Department Reductions

In the event of **department reduction(s), employees will be reduced by seniority in the affected classification and shift.** Any employee **reduced** will be placed as follows:

- a. To an open job in the same classification on a plant wide basis.
- b. Displace the least senior employee in the same classification on a plant wide basis.
- c. To an open job within another classification in the same **Bid Group**.
- d. To any other opening **within the plant for which he is qualified.**
- e. Displace the least **senior** employee on a plant wide basis.

f. If unable to displace least senior employee in the plant, **and not placed otherwise**, then the employee will be placed on layoff.

Section 3. Displaced Employees

An employee shall be given the specified make-out period on his new job with sufficient instruction and training to ensure the employee is fully aware of the requirements of the new assignment. If unable to demonstrate ability to handle the new assignment within the specified make-out period, he shall **be placed in any opening in a department and classification that remains unfilled provided the employee is capable of performing the job. In the event there is no such opening, the employee shall be placed in the department and classification then filled by the least senior employee in the bargaining unit.** At no time will a more senior employee be laid off when a job is being performed in the plant by a less senior employee, with the exception of classifications listed in Section 1c. Unusual circumstances and/or problems will be resolved between management and the Bargaining Committee.

Section 4. Recall from Layoff

Recall of employees shall be by seniority of those on layoff. An employee's failure to report to work as instructed shall result in his loss of seniority in accordance with Article 11 of the Common Agreement. Any employee refusing recall to available positions in accordance with the above procedures will be considered as a voluntary quit, unless he cannot physically perform such work or by mutual agreement if the recalled position is of a temporary nature or other unusual circumstances. The employee will remain on layoff until a job becomes available which he can perform, seniority permitting. Employees being recalled shall be given instructions and training as to the peculiarities of the job. **The employee will not be eligible to bid for a period of six (6) months from the date the employee returns to work.** It is the employee's responsibility to provide his current home address and telephone number to the plants human resources department while on layoff. In the event that the company does not make personal contact with the laid off employee by telephone, it shall send a letter of recall to the employee at his last known address on record by U. S. certified mail (return receipt requested) notifying him of the recall. An employee who has sufficient reason satisfactory to the company for not reporting due to a physical limitation or other personal circumstance, shall notify the company of the reasons for their failure to report on or before the date of their reporting date. The provisions of Article 17, Section 3 shall apply to a recalled employee.

Section 5.

Laid off seniority employees will be credited with up to ninety (90) days towards their wage progression, if applicable.

Section 6.

When an employee's job is transferred from his department to another department, and he has seniority to hold within his classification in his department, he shall have the option to transfer with the job or remain in his department, and the least senior employee within that classification in that department will be removed from the department to the transferred job.

Section 7.

If within thirty (30) working days after a reduction in manpower is made to a classification, the reduced employee(s) will be provided the option to return to the classification from which he was reduced in order of seniority in the event that an opening occurs within that classification during that timeframe. The thirty (30) working days may be extended by mutual agreement.

ARTICLE 18 – OVERTIME EQUALIZATION

Section 1.

Management will equalize overtime opportunity among employees in the same classification, on the same shift and in the same department, providing they can perform the work. Whenever an entire individual group or department is mandated to work overtime, the appropriate overtime list will not be used. On occasions when the entire department is not scheduled to work on overtime, then Management will solicit for volunteers from within the appropriate classification, and if unable to attain the sufficient number of volunteers, then the low houred qualified employees from the other classifications within the department will be solicited to work on a voluntary basis.

If still unable to attain the sufficient number of volunteers, Management will solicit volunteers from the appropriate absentee pool. If a sufficient number of volunteers **are** not available through these steps, mandatory overtime will be assigned by using the same order, until the sufficient number is attained

When there is on-line overtime work which has left the department that the work originated in, which consists of items of repair, the low-houred **employees** from within the department where the work originated will be offered the overtime opportunity. When there is online overtime work which has left the department that the work originated in which consists of missing parts, the low-houred qualified assembler from within the department where the work originated will be offered the overtime opportunity.

Any employee who wishes not to be considered for voluntary overtime opportunities will notify his immediate Supervisor of his decision, and the employee will not be solicited for any voluntary overtime assignment. This employee will be charged the applicable overtime hours in line with his normal rotation. The employee may revoke this decision not to work voluntary overtime by notifying his Supervisor and will be solicited for future overtime opportunities consistent with the established procedure. The voluntary overtime waiver may be withdrawn anytime by an employee and the decision will become effective no later than the second Monday from the date of notice to his Supervisor.

Employees temporarily transferred to another classification, department or shift shall be eligible to work such overtime assignments in the same manner as employees regularly assigned to the classification, department or shift to which the temporary transfer assignment has been made. Overtime hours of work performed by an employee who has been temporarily transferred shall be credited to the employee in the same manner as if worked in the employee's regularly assigned classification, department or shift. **The exceptions to this credit back of overtime hours are those employees supplementing the fourth shift cleaning crew.** (Employees who are

temporarily assigned will work overtime in the department where they are temporarily assigned. At the end of the temporary assignment, the overtime hours offered to the temporarily assigned employees will be charged back to their home departments **except as outlined above and in Article 18, Section 1, paragraphs c. and q. below).**

In the event unusual circumstances occur which result in an immediate operational need for overtime work which does not afford sufficient time to utilize the normal overtime canvass, the Company can, without the necessity of a canvass, utilize available qualified manpower to satisfy the need. It is recognized, however, that the employees working such overtime will be charged for the hours worked under the overtime equalization process within their department, classification and shift. The Company will make every effort to contact the appropriate union representative and inform them of the overtime work.

In order to resolve problems pertaining to equalization of overtime opportunity; the following rules will be applied:

- a) Prior to canvassing employees for overtime work, the appropriate union and management representatives will meet for the purpose of determining which employees should be canvassed. In the event the union representative is not available when needed, the Company will offer the overtime as it deems appropriate.
- b) If an employee works, is absent or declines overtime, hours will be recorded as actual hours paid or available. Eight (8) hours on Saturday and Sunday will be recorded as twelve (12) and sixteen (16) hours respectively.
- c) An employee who is not offered overtime work because he cannot perform the work will be offered the next available work for which he is qualified. (Such employee will not be charged for the overtime opportunity). **Employees unable to perform the work available due to medical restriction will be charged all of the available hours.**
- d) Employees accepting overtime and failing to report as scheduled will **be subject to the appropriate disciplinary action in accordance with the Plant Attendance Policy.**
- e) New employees in a classification or department will be assigned the high hours of that classification or department, plus one.
- f) Employees will be notified one week in advance for all volume related Saturday mandatory overtime (prior to the end of shift on the preceding Friday). Employees will be notified on Thursday for all other (internal/external events, weather related, significant breakdown, supplier related events, etc.) mandatory Saturday work. Canvassing for voluntary overtime on Saturday and Sunday will be conducted as far in advance as possible.
- g) As much advance notice as possible will be given on daily overtime work. When daily overtime is being scheduled for an extended period, employees will be advised of the approximate duration.
- h) The low-hour employee on the shift in the classification will be scheduled, provided he has the ability to perform the available work in an attempt to continually equalize overtime.
- i) Supervisors shall maintain current overtime records for their department. Department overtime records shall be displayed in a location accessible to all

employees in that department.

- j) Should an oversight occur in the distribution of overtime, the only remedy provided by this Agreement is the bypassed employee shall be provided the next overtime opportunity on the departmental equalization list. However, if an error in rotation is brought to Management's attention in sufficient time prior to the overtime work being performed and if the error in rotation is not corrected, the bypassed low-houred qualified employee will be made whole for the applicable lost wages. In the discussions of this paragraph, both parties committed a sincere effort to work together to avoid situations that might result in the payment of money for time not worked. (It is mutually agreed the equalization of overtime records should be kept up to date to reduce the chance for errors in distribution of overtime. If a problem exists with the lack of updating equalization of overtime records, the problem should be addressed to the Business Team Manager of the appropriate area for immediate attention).
- k) When it becomes necessary to supplement manpower within a department or area due to insufficient personnel and/or skills, management will select the low-houred qualified employee within the appropriate absentee pool. If additional manpower is needed, then Management will select the low-houred qualified employee within selected departments. Supplemental employees will be charged for the appropriate number of overtime hours on their home department overtime listings.
- l) On the first workday of the following calendar month, the accumulated high overtime hours will be decreased by the accumulated overtime hours of the low-houred employee within the respective classification. The low-houred employee's overtime hours will revert to zero.
- m) The overtime year will be **March 1** through **the last day in February**. At the end of each overtime year, employees in the same classification, department and shift who have less accumulated hours than the employee who is highest in hours, will be paid for all hours of difference which exceed twenty (20) in number.
- n) Employees who have a scheduled vacation week and have requested to be considered for weekend overtime during their vacation period should notify their supervisor and committeeman in writing prior to leaving on their last scheduled work day. Management will make one attempt to contact the employee if overtime becomes available. It is the employee's responsibility to provide the supervisor and committeeman with the correct phone number where they can be contacted.
- o) When overtime is mandated and subsequently cancelled during the same day it is scheduled to be worked, Management will make an attempt to retain those employees who desire to work the previously scheduled overtime.
- p) When overtime is mandated during the same day it is scheduled to be worked, management will give careful consideration to special circumstances which could cause a serious hardship for an employee to work the mandated overtime. When possible, management will not mandate the employee to work the overtime in question.
- q) When there is overtime to be offered for special training pertaining to a specific job (new process, area reorganization, new product, etc.) the employee(s) who perform the specific job will be solicited for the overtime regardless of their status in the overtime equalization book. The overtime worked by the affected employee(s) will be charged to them in their home department.

Article 19 – Overtime

Section 1.

Daily overtime in excess of two (2) hours per day, Monday through Friday shall be voluntary. In addition overtime on a Friday immediately preceding a Monday holiday and a vacation shutdown period, will be voluntary. Mandatory Friday overtime will be for production purposes only. The offline production areas will not be mandated for Friday overtime unless the Chassis Line is working overtime. All other Lines may work mandatory Friday overtime independent of one another in order to meet their daily production requirements. Employees will not be required to work mandatory overtime on the last work day immediately preceding a holiday.

Section 2. Weekend Overtime Scheduling

a) Saturdays

Employees may be required to work two (2) Saturdays per month, the remainder of the Saturdays (over 2) shall be voluntary. However, six (6) additional mandatory Saturdays per year may be scheduled by the Company, provided that three (3) consecutive Saturdays will not be scheduled as mandatory. The Company will not compel employees to work Saturday overtime immediately prior to, or immediately following, their regularly scheduled vacation, leaves of absences or holidays.

b) Sundays

Overtime work on Sundays and contractual holidays shall be voluntary.

Section 3. Emergencies

The provisions of the above, that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays shall be suspended if operations are interrupted by emergency situations, such as breakdowns, government-mandated work, power shortages, fire, tornado, flood, or acts of God, for a period of time to overcome such emergencies.

ARTICLE 20 – REPORTING ABSENCES

(See Common Agreement)

ARTICLE 21 – LEAVES OF ABSENCE

(See Common Agreement)

ARTICLE 22 – HEALTH AND SAFETY

(See Common Agreement)

ARTICLE 23 - MEDICAL DEPARTMENT - OCCUPATIONAL INJURIES

Section 1.

Active employees who incur an occupational injury at work and are sent home by the Plant Medical Department shall receive pay for the balance of their shift for that day. The injured employee will be paid up to two (2) ours overtime when medical treatment is received outside of the employee's regularly scheduled working hours. Should the Plant Medical Department send an active employee with an industrial accident for treatment

to an outside clinic or hospital, he will be paid on the same basis as if he received such treatment at the Plant hospital, providing he is not admitted as an in-patient

Section 2.

Employees with temporary medical restrictions due to an occupational injury will be, as far as practical, placed in a job within their temporary restrictions. In no instance will a lower seniority employee who has a temporary medical restriction displace a higher seniority employee. Employees with temporary medical restrictions due to a non-occupational injury will have their case reviewed by management, in conjunction with the Medical Department and supervision of the employee to determine if suitable work is available for the employee. Employees with temporary medical restrictions due to a non-occupational injury cannot displace any employee in an effort to be placed in the light duty program.

**ARTICLE 24 – AGREEMENT-FURNISHING
(See Common Agreement)**

ARTICLE 25 – SUBCONTRACTING

Section 1.

Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, normally and historically performed by them, when performance of such work involves the use of Company-owned machines, tools or equipment maintained by Company employees. When the Company is contemplating an outside contractor the Company will meet with the Union to discuss their intentions and provide the Union with an opportunity to discuss alternatives. The foregoing shall not affect the right of the Company to continue arrangements currently in effect, nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment. (See Letter of Understanding #3 of this Local Supplement)

Section 2.

Notwithstanding the above language, it is understood and agreed that in contemplation of the expansion of the NRV facility, bids and/or contracts have and/or will be solicited. Additions to the current facility will be done by contractors on a "turnkey" basis. Once these additions are completed and operations return to normal, bargaining unit employees will have the primary maintenance responsibility (subject to any applicable warranties associated with the addition(s)). Existing infrastructure will also need renovations and bargaining unit employees will assist in these renovations as their skills permit.

ARTICLE 26 - SKILLED TRADES

Section 1.

It is the policy of the Company to fully utilize its seniority employees in maintenance classifications in the performance of maintenance work. In all cases, except where time and circumstances prevent it, local Management will hold advance discussions with and provide advance written notice to the President of the Union, prior to letting a contract for the performance of maintenance and construction work of the type historically performed by the maintenance department

In this discussion the local Management agrees to review its plans or prospects for letting a particular contract. This includes describing the nature, scope and approximate dates of the work and additionally present data such as operational factors, personnel skills, facility and/or capital equipment factors, and financial considerations which address this action. Further, this notice will include the type and duration of any warranty work.

At such times local Management will afford the local Union representatives an opportunity to comment on local Management's plans and to give appropriate weight to those comments in the light of all attendant circumstances. Further the local Management will consider any other alternatives as presented by the local Union Committee to retain the work in-plant, prior to outside contracting. In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the Plant premises. (See Letter of Understanding #3 of this Local Supplement.)

Section 2.

Employees who were employed in a skilled trades classification as of October 9, 1978, will have seniority in that classification from date of hire. Employees hired or transferred to a skilled trades classification after October 9, 1978, will have seniority in that classification from date of entry. Employees entering any skilled trades classification on the same date will have their seniority in that classification based on plant wide seniority or alphabetical listing of surnames if new hires. Shift preference shall be based upon date of entry into the "skilled trades" classification.

All contractual benefits will be based upon plant seniority date.

Section 3.

Maintenance employees will be furnished with uniforms (coveralls) and gloves, except where gloves are a safety hazard, while working under dirty, oily or greasy conditions. The Company will endeavor to maintain an adequate supply.

Section 4. Skilled Trades New Hire Progression

All seniority employees in skilled trade's classifications as of February 1, 2005 will receive the full rate of the classification. All probationary employees in skilled trade's classifications as of February 1, 2005 will receive the full rate of the classification on their 91st day of employment. All employees hired into skilled trades classifications after February 1, 2005 will be hired in at \$2.00 (two dollars) an hour less than the base rate of their classification and will receive the full rate of their classification on their 91st day of employment.

Section 5.

As technology changes and new equipment becomes available to the maintenance department, management will provide the training to the skilled trades classifications and the maintenance helpers to upgrade their skills. **Employees will attend the provided training as scheduled by the Company. An employee's refusal to attend training required of the classification will result in the employee's removal from the classification.** First priority will be given to the journeymen, followed by apprentices, maintenance helpers, and the last priority will be given to other classifications. The Company will cooperate in the obtaining of appropriate information to afford recognition to the "skilled trades employee" that may qualify for applicable UAW journeymen status. **An employee who is required to travel away from the plant to attend required training will be compensated with the wages on the day of the travel he otherwise would have worked or would have been eligible to perform. No wages will be compensated in the case where an employee does not travel but spends a weekend (Saturday and Sunday) away from the plant during which no training has been scheduled. The employee will be compensated with all reasonable and approved travel expenses and meals incurred resulting from the travel upon presentation of receipts for the expenses.**

Section 6.

Non-skilled employees who are within the promotion & transfer freeze period will be allowed to transfer to a skilled trades job in favor of a new hire. Non-skilled employees who are within the promotion & transfer freeze period will only be considered if there are no other non-skilled employees who are not within the freeze period available for consideration to the skilled trades job in question.

Section 7.

Employees in the maintenance department may be allowed to schedule all vacation time off in single days or full weeks with full weeks taking precedence over single days when scheduling vacations. Other restrictions, such as the number of employees who can be off at a given time, the number of employees within a classification that can be off at a given time, etc. will be established by management and the Union.

Section 8. Fourth Shift Cleaning Crew

In accordance with the agreement made between the union and the Company on June 4, 2004, the booth cleaner classification and the weekend cleaning crew will be governed by these following provisions:

The number of employees and their starting times will be determined by the

Company, in the event of known absences on any given weekend which the Company desires to fill, it will canvass employees for the overtime work. These canvassed employees' overtime hours will not be charged back to the employees' home department overtime roster.

- 1) The normal shift for this crew will be 12 hours on Saturday and 12 hours on Sunday. All hours worked Monday through Saturday will be paid at time and one half. All work Monday through Friday will be voluntary. All hours worked on Sunday will be paid at double time. If the paint operations have to work on Saturday and/or Sunday the employees on the weekend shift will suffer no loss of pay. They will be assigned work within their area of responsibility.
- 2) Employees working on this shift will have actual hours paid counted for pension credits.
- 3) Vacation will be counted as follows:
 - a. 1 week = Saturday & Sunday
 - b. Saturday = 2 days
 - c. Sunday = 3 days
- 4) Bereavement – All employees on this shift shall receive the weekend off immediately after a death occurs as outlined under the labor agreement.
- 5) Cleanup time will be within the shift.
- 6) Personal days – Saturday will count as one and Sunday will count as two personal days.
- 7) Any Christmas holiday that falls on the weekend will not result in any loss of money for these employees. Weekends that fall within the Christmas shutdown period will be considered the holidays for the weekend crew. This allows them the same amount of time off as all other employees. When only one weekend is involved they will be paid 42 hours and any other holidays above 5.
- 8) Jury Duty & Witness Service – Will pay as outlined in the labor agreement. However, if the employee is sequestered, we will not allow them to suffer a loss of pay.
- 9) Health & Safety, EAP, and Benefits Rep. will be allowed eight hours each per month to handle any related problems on the weekend shift.
- 10) All grievances will be taken directly at step III.
- 11) For any disciplinary issues, one weekend equates to one week and two weekends to two weeks. A one day DLO equate to four (4) working hours on a Sunday. A three day DLO would equate to a Sunday.
- 12) S & A waiting period is one weekend and pay is equal to 42 hours per weekend.
- 13) Make out period for the job is 5 work days and may be extended by mutual agreement.
- 14) Temporary layoff is based on a weekend equating to one week.
- 15) All other holidays over and above the Christmas shutdown will be compensated for.
- 16) Any employee on this shift required to serve weekend duty for the military will be compensated the difference in what they are paid for military and what they would have earned at work.
- 17) **The probationary period for a newly hired employee who commences his**

employment in the week end cleaning crew shall be twenty-four (24) work days.

- 18)** No other classifications other than BIW booth cleaners are included in this agreement.
- 19)** The Company will not temporarily assign people to this shift except for supplemental reasons that would be on a voluntary basis
- 20)** The Company will not force any employee to go to the fourth shift.

The agreed upon duties of the booth cleaners will remain as they are today

Section 9.

On breakdowns, the initial call for a breakdown will be to the maintenance supervisor or the maintenance employee responsible for the repair of the breakdown. In situations where a manufacturing tech is required to assist in the repair, the maintenance supervisor or maintenance employee will call the technician. All parties agree that responses to breakdowns are of utmost importance and may require unusual responses by maintenance supervision.

Section 10.

The number of employees enrolled in the apprenticeship program, at any given time may vary with the needs of the Company and will be at the sole discretion of the Company

Section 11.

An employee who completes an Apprenticeship test for a classification may at the conclusion of two (2) years following such tests elect to retake the test or to elect to not re-take the test and continue his initial test results for an additional two (2) years. At that time the employee shall be required to re-take the tests or if not, will automatically be withdrawn from consideration for entry in the classification.

Section 12. Weekend Skilled Trades Crew

The Company will establish a weekend maintenance skilled trades crew during the term of the Agreement for preventative maintenance schedules in the event there are three shifts of production. This section will be in effect up to ninety (90) days in advance of and during the three shifts of production. In the event that three shifts of production cease, mutual agreement must be made to continue this shift. The following provisions for this week end crew are as follows:

1. The number of weekend crews and their starting times will be determined by the Company. The regular shift for this crew(s) will be twelve (12) hours on Saturday and twelve (12) hours on Sunday. All hours worked Monday through Saturday will be paid at time and one half. All work scheduled and performed on Monday through Friday will voluntary. All hours worked on Sunday will be paid at double time.
2. Employees working on this weekend crew work shift will have actual paid hours counted for pension credit purposes.
3. Vacation will be observed as follows:
 - a) 1 week = Saturday & Sunday
 - b) Saturday = 2 days
 - c) Sunday = 3 days
4. Bereavement – Employees on this shift shall be entitled to observe the weekend off immediately following the death of a relative that is eligible for bereavement as outlined in the labor agreement.
5. Fifteen (15) minutes of paid cleanup time will be provided within the shift.
6. Personal days observed on a Saturday will count as one (1) day and those observed on Sunday will count as two (2) personal days.
7. Any Christmas holiday that falls during the weekend will not result in any loss of pay for these employees. Weekends that fall within the Christmas shutdown period will be considered the holidays for the weekend crew. When only one (1) weekend is involved they will be paid 42 hours and any other holidays if more than five (5) during the Christmas holiday period.
8. Jury Duty & Witness Service will be paid as outlined in the labor agreement. However, if the employee is sequestered, he will not suffer loss of pay.
9. Health & Safety, EAP, and Benefits Rep. will allocated eight (8) hours each month to handle any related problems on the weekend shift.
10. All grievances filed will be processed beginning with Step 3.
11. In the event that a disciplinary suspension is issued to an employee, one (1) weekend equates to a one (1) week discipline and so forth. A one (1) day suspension equates to four (4) working hours on a Sunday. A three (3) day suspension would equate to a Sunday.
12. The S&A waiting period will be one weekend shift. The weekly benefit will be the equivalent to 42 hours straight time pay.
13. A temporary layoff is defined as one weekend equating to one week.
14. All other holidays, in addition to the Christmas Holiday period will be compensated.
15. Any employee on this shift who is required to serve weekend duty for the military will be compensated the difference in what they are paid for military service and what they would have earned at work.
16. The Probationary period for a newly hired employee who commences his employment in the week end Skilled Trades crew shall be twenty-four (24) work days.

17. The Company will not temporarily assign maintenance employees to this shift except for emergency reasons. Acceptance to such temporary assignments to this twelve (12) hour shift will be voluntary.
18. The night shift premium provisions of Article 30, Section 2 shall apply to these weekend shift crew (s) based upon their shift starting time.
19. In the event there is scheduled production on a Saturday or Sunday the weekend Skilled Trades employees will be assigned to other maintenance.

ARTICLE 27 – VOTING HOURS
(See Common Agreement)

**ARTICLE 28 – JURY DUTY AND
WITNESS SERVICE**
(See Common Agreement)

ARTICLE 29 – BEREAVEMENT PAY
(See Common Agreement)

ARTICLE 30 – SHIFT PREFERENCE
(See Common Agreement)

ARTICLE 31 – WORKING HOURS
(See Common Agreement)

ARTICLE 32 – BASIS OF PAYMENTS
(See Common Agreements)

ARTICLE 33 – REPORTING/CALL-IN PAY

Any employee permitted to report to work on his regularly scheduled work shift without reasonable effort having been made to properly notify him that there would be no work, shall be provided a minimum of four (4) hours work on any job assignment at his regular hourly rate or shall at the Company's discretion be compensated at four (4) straight time hours in lieu thereof.

On those occasions when production is unexpectedly halted due to a power failure or other interruptions of utilities, Acts of God or other catastrophes, the Company will, time permitting, notify reporting employees by means of a radio and / or television message or a mass telephone / messaging system.

Any employee called back to work after completing his regular work shift will be paid a minimum of four (4) hours at the applicable rate to perform the required work as identified by Management. These provisions will not be applicable if the employee failed to work his last scheduled shift or left early on that shift, or in case of labor

disputes, power failures, or any such condition beyond the control of the Company.

ARTICLE 34 - VACATIONS

Section 1. Eligibility

The vacation earning period is the first Monday in January through the first Sunday in January of the following calendar year for the next successive January to January vacation take year. An employee will earn 1/26th of their vacation entitlement for each week within which he has received wages during the vacation earning period. For purposes of this Article wages will include pay for hours worked, vacation pay, military pay, bereavement pay, jury pay, holiday pay or reporting / call out pay.

- a) **In order to be eligible for and take a paid vacation an employee must have seniority and be on the active payroll on January 1st or later in the current vacation take period or have been placed on layoff prior to January 1st of that take year.**
- b) **All employees actively at work and meeting the above eligibility requirements will be entitled to the paid vacation hours identified below during the vacation take year based on his years of service as of January 1st.**
- c) **An employee actively at work who meets the next vacation entitlement bracket during the take year by virtue of his service anniversary date will be entitled to the additional vacation time following the attainment of that anniversary date subject to the earning provisions provided in Section 1, above. In the case of such an employee who by virtue of his service anniversary date attains another week of vacation entitlement during November or December of the vacation take year, such employee will have the option of receiving pay in lieu of vacation time off, scheduling the vacation if an approved vacation slot is open during November or December or carrying the week of vacation over and observing it during the first six (6) months of the next calendar year.**
- d) **An employee having seniority and who is laid off prior to January 1st of the take year but who is otherwise eligible for earned vacation shall be paid any unused vacation at time of layoff. Any accrued vacation time will be allocated to the next vacation shutdown period and be paid at that time.**

Section 2. Entitlement

Length of Service Vacation Time Hired before 2/1/99			Length of Service Vacation Time Hired after 2/1/99		
0 <u>but less than</u>	1 Year Up to 1/2 day per month of Service		0 <u>but less than</u>	1 Year Up to 1/2 day per month of service (5-day maximum)	
1 <u>but less than</u>	1 Year	80 hours	1 <u>but less than</u>	3 Years	40 hours
3 <u>but less than</u>	10 Years	120 hours	3 <u>but less than</u>	10 Years	120 hours
10 <u>but less than</u>	20 Years	160 hours	10 <u>but less than</u>	20 Years	160 hours
20 years	<u>and over</u>	200 hours	20 years	<u>and over</u>	200 hours

For determining 1/2 day of vacation per month of service, employees hired prior to and including the 15th of any month, will have the month of hire counted as a month in which a 1/2 day of vacation is accrued.

Employees who are entitled to one (1) or two (2) weeks of vacation may take up to one (1) week of their entitlement in single vacation days. Employees who are entitled to three(3), four (4) or five(5) weeks of vacation may take one (1) week in single days and one (1) week in after-the-fact random days.

Section 3. Sickness/Disability

Any exceptional case where the employee fails to qualify for a vacation because of being taken off the active payroll due to sickness will be considered and decided on its merits between the Company and the Union. Any employee under disability due to injury sustained in the course and scope of his employment will, for the purpose of vacation eligibility, be considered as remaining on the active payroll for a period of one (1) year from the date of the injury.

Section 4. Vacation Payment

Employees who elect to take the vacation option **and who notify the Company in writing of their approved vacation week prior to five (5) work days of commencement of such vacation week** shall be paid their vacation pay prior to taking their vacation. **Employees who change their vacation week and who do not provide the five (5) work day notice of such change shall be paid their vacation at the next following pay period.** Employees who are not eligible for a full week of vacation and elect to take their full allotment of vacation time all at one time, will be paid their full vacation pay prior to taking their vacation, **providing the five (5) work day notice is provided.** If an employee is **only** eligible for a 1/2 day of vacation and elects to take the full day off (1/2 day without pay), the employee will not be charged a penalty under the attendance policy. **Eligible** employees who elect to take their **single vacation** days will be paid for such days on the date due. After the fact **single** days shall be taken in increments of one (1) full day. Any employee who is eligible for after the fact **single** days and is absent for a full day or days and elects to charge such time off as an after the fact **single** day or days may do so the next working day he returns to work. Notwithstanding the above, a request for paid after the fact **single** day(s) by an eligible employee made subsequent to such absence will be approved for payment, but said payment shall not make any such absence an excused absence or preclude the Company from considering such absence as the basis in whole or in part for disciplinary action.

All seniority employees will be eligible for two (2) personal days off per vacation year. These days can be either scheduled off or taken after the fact. These personal days can be taken in one-half day increments provided the employee works four (4) consecutive hours on the requested one-half day of personal day. Personal days off not used in the vacation year will be compensated.

In scheduling vacations in excess of the plant shutdown as provided in Article 34, Section 12, preference will be given to employees who have been awarded scholarships at the Union's Black Lake Facilities.

Section 5. Vacation Calculation

Vacation pay for eligible employees shall be based on the individual base hourly rate of his classification including shift premium if applicable as of his last day worked immediately preceding his vacation. The vacation pay for the vacation period will be paid the week prior to taking such vacation

Section 6. Scheduling

The vacation schedule will be completed by **November** 1st of each year. The vacation period will commence on the first Monday in **January** and continue through the Sunday prior to the first Monday of the following **January**. Should an employee be scheduled to take the shutdown(s) as vacation, and then thereafter agree to work the shutdown(s), he shall be allowed to select equivalent **full weeks or single days of** vacation of his choice consistent with his seniority, available periods, and personnel requirements. Once a full week, **or** single day of vacation is scheduled, the vacation time can only be **changed by the employee** if the employee **provides five (5) workday written notice for a full vacation week change and with notice to the supervisor of a single day change as soon as possible.** **Employees who have scheduled a vacation and who subsequently transfer into a different work area, department or shift will be guaranteed their previously scheduled vacation.** **Vacation slots created by an employee's transfer out of a work group, department or shift will not be available to other employees unless Management determines, pursuant to Section 13 below, and on a case-by-case basis, if it can accommodate the vacation slot request.**

Section 7. Vacation Requests

During the annual vacation sign up period of each year, employees may submit applications for vacations on forms provided by the Company. During the vacation sign up period vacation requests will be honored in seniority order with full weeks of vacation taking precedence over single days of vacation. All vacation requests submitted after the annual sign up period will be honored on a first come/first served basis, based on availability. Vacation requests submitted at the same time will be honored by seniority. Supervisors will give immediate attention to these vacation requests and respond to these requests in an expeditious manner. The Supervisor will provide the employee a copy of his request. **Throughout the year, the vacation books will be made available to employees.**

Section 8. Laid Off Employees

Laid off employees entitled to vacation pay will have their vacation pay allocated to the vacation shutdown period in the vacation year for which the vacation pay is due.

Any employee entitled to more than two (2) weeks vacation pay will be permitted to allocate the remaining vacation pay to any week within that **next** vacation **take** year, providing he so informs the Company prior to the shutdown period. If he fails to inform the Company of such, the Company will allocate the remaining week or weeks of vacation pay to the week or weeks immediately following the shutdown period.

Section 9. Working Shutdowns

With respect to any work performed during vacation shutdown, the following will be applicable (excludes skilled trades):

- a) Employees will be canvassed for volunteers in seniority order in the respective departments, classification, and shift where the work is scheduled.
- b) If additional manpower is required, the appropriate absentee pool will be canvassed next.
- c) In the event the department being canvassed has a two-shift operation and only one shift is working during vacation shutdown, the opposite shift by department, classification, and seniority will be canvassed next if additional manpower were required.
- d) If additional manpower is required, the appropriate absentee pool on the opposite shift will be canvassed next.
- e) If additional manpower is still required, **for off-line work, a notice will be posted for 48 hours for all employees working within Chassis, Cab, paint, VHD, Training and Body & White to submit application for such work. Awards to those jobs will first be made on a plant wide seniority basis of all applicants from those Production Areas.**
- f) **If additional manpower is required, for off-line or non off-line work, such work will be posted for 48 hours and awarded by seniority after the posting requirements for off-line work has been completed.**

For the purpose of canvassing for overtime during vacation shutdown period, an overtime list, by week will be established. This overtime list will not be used beyond the vacation shutdown period.

Any employee who works a vacation shutdown will be allowed to take those vacation days later as single vacation days. Vacation days must be scheduled based on openings in the department vacation book.

Section 10. Credited Time

Time spent from their regular scheduled work by Local Union representatives in negotiating labor contracts with Management, attending meetings, or otherwise carrying on duties of Local Union representatives as agreed to by the parties in this Agreement, will be counted as time worked in computing all service and attendance records, except that those given Leave of Absence to go with the International Union shall not receive attendance credits for vacation eligibility during such absences.

Section 11. Vacation Shutdown Scheduling

The vacation may be accomplished by a shutdown(s) of the plant and/or by individual scheduling, as decided upon by the Company. If a shutdown(s) are decided upon, such shutdown(s) shall be for not more than two (2) weeks, and not less than one

(1) week and shall be scheduled as provided in Article 34, Section 6 above.

If the plant is shutdown for vacation, employees who are not eligible for vacation equal to the period of the shutdown shall be given work, or if work is not available, shall be laid off for the period they are not on vacation. The Company will notify the Union, in writing on or before **October 1st** of each calendar year of the dates of the scheduled shutdown week(s) for the upcoming vacation year.

Once an employee is scheduled to take one (1) or more of these weeks off as vacation, such week(s) of vacation time off will not thereafter be changed except by mutual agreement.

Section 12. Vacation Allotment

Annual vacation requirements will be reviewed by the respective Committeeman and business unit managers to develop plans for vacation scheduling. The weeks scheduled for vacation shutdown, any holiday, and the first six weeks of the year will be excluded from the formula to determine the number of employees allowed off per agreed to area.

The formula used to determine the number of employees off per agreed to area will be the total number of vacation/personal take days divided by the number of days the plant is open excluding all the above exception days. **Periodically throughout the vacation take year the number of employees allowed off may be recalculated and adjusted if required. In no case shall the total number of employees scheduled off for vacation exceed the total plant vacation allotment.**

If management were to decide to not have a plant shutdown period, the number of employees approved to be off for vacation during the months of June through September will be increased by approximately 33% through the use of temporary summer employees. The manning of the temporary summer employees will be accomplished by the recall of laid off employees and/or other mutual agreements reached between management and the union.

ARTICLE 35 - HOLIDAYS

Section 1. Eligibility

- a) A seniority employee who works in the second work week prior to the beginning of the Christmas holiday period begins, and who is laid off in a reduction in force during the work week prior to or during the work week in which the Christmas holiday period begins will be eligible for holiday pay providing he meets all the eligibility rules in Section 1 c. below.
- b) An employee who has been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay under the holiday pay provision, for a specified holiday falling within the period of such layoff providing he meets all of the following eligibility rules
 1. The employee has seniority as of the day of the holiday.
 2. The employee is ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.
 3. The employee returns to work during the workweek in which the holiday falls or during the workweek immediately following the workweek in which the holiday falls.
 4. The employee works the first day he is scheduled to work following the holiday

Section 2. Holiday Pay

An employee eligible under the provisions of this Article 35 shall receive eight (8) hours straight time pay for each holiday at his base hourly rate for the last regular day worked (Monday through Friday) prior to the holiday, exclusive of any temporary rate changes or overtime premium but including shift differential.

Section 3. Holiday Not Worked

If an employee is scheduled to work or agrees to work on a holiday, he shall not receive holiday pay as provided herein if he is absent from work on such holiday without reasonable cause.

An employee who agrees to work such holiday and then is unable to report for such work, must notify the Company, either in person, in writing, or by telephone by mid-shift prior to the day of the holiday.

Section 4. Down Weeks

During the life of the new Agreement the Company will not schedule planned temporary down weeks for the sole purpose of disqualifying seniority employees from paid holiday.

ARTICLE 36 - TUITION REFUND

Section 1.

The Company offers and administers a tuition refund program under which employees will, under such terms and conditions as the Company may from time to time establish, receive a refund for tuition, lab fees and enrollment fees (excluding late fees), not to exceed \$750 a calendar year upon completion of an approved job-related course at an approved educational or training institution during non-working hours, or \$1,000 a calendar year for approved courses taken at an accredited four (4) year college, while on the active roll of the Company or has enrolled coursework as an active employee, but subsequently is placed on layoff prior to completion of the course. Any refund made to an eligible employee will relate to the calendar year of completion of the approved course or courses. In order to qualify for tuition refund, the employee must receive a written approval from the Human Resources Department prior to enrolling in the courses and the employee must receive a passing grade. Management will make a genuine effort to adjust an employee's work schedule during a semester when their work schedule changed after they have enrolled for courses for that semester.

Section 2.

The following programs are considered job related.

1. Courses which will improve the employee's skill on his present job. This includes courses designed to update employees in the technology of their trade or occupation.
2. Courses which relate to the next job in the logical development of an employee's career.
3. Courses which will prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available.
4. Courses taken to complete the requirements for a grammar school certificate or high school diploma.
5. Any literacy course or courses in fundamental reading and mathematics. These include courses usually designed to teach sixth grade competency in reading, writing, and numerical skills.
6. Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to his career in the Company.

ARTICLE 37 – COST-OF-LIVING ALLOWANCE (See Common Agreement)

ARTICLE 38 – CLASSIFICATIONS & WAGE SCHEDULE

Section 1. Wage schedule

Production & Maintenance Wage Schedule				
	Classifications	3/17/08	3/17/09	3/17/10
1	Assembler	23.27	23.74	24.21
2	Absentee Replacement	23.43	23.90	24.38
4	Final Repair	23.27	23.74	24.21
5	Routing and Clipping	23.27	23.74	24.21
7	Receiving Inspector	23.18	23.64	24.12
9	Receiving Layout Inspector	24.88	25.38	25.89
11	Spotter Driver	23.27	23.74	24.21
13	Masker	23.18	23.64	24.12
14	Material Handler	23.27	23.74	24.21
17*	Maintenance Electrical	25.21	25.71	26.23
18*	Maintenance-Mechanic/Vehicle	24.98	25.48	25.99
19*	Maintenance General	24.98	25.48	25.99
20	Maintenance Helper	23.01	23.47	23.94
21	Central Stores Attendant	23.57	24.04	24.52
22	Hazardous Material Handler	23.27	23.74	24.21
23	Machinist/Fabricator/Tool & Die	24.98	25.48	25.99
24	Electronic Technician	23.67	24.14	24.63
25	Body Repairman	23.18	23.64	24.12
26	Finish Painter	23.49	23.96	24.44
27	PDI-CDL Driver	23.27	23.74	24.21
30	Operator/Welder	24.28	24.77	25.26
31	Principle Operator/Welder	24.88	25.38	25.89
32	E-Coat Technician	24.16	24.64	25.14
33	Engineering Technician	23.64	24.11	24.60
35	Waste Water Technician	24.16	24.64	25.14
36	CMM Cab Technician	25.20	25.70	26.22
37	Robotic Paint Operator	24.88	25.38	25.89
38**	Maintenance Painter/Glazer	23.35	23.82	24.29
39	Automation Technician	25.26	25.77	26.28
40	Trainer	23.24	23.70	24.18
41*	HVAC	25.76	26.28	26.80
42	Booth Cleaner	23.12	23.58	24.05
45	Absentee Materials	23.43	23.90	24.38
51	Plant Training Support	23.43	23.90	24.38
90	Key Assembler/Welder	23.18	23.64	24.12

* Denotes Skilled Trades Job

** To be eliminated when current incumbent vacates the classification

Section 2. Rates of Pay for New Jobs

When the Company establishes a new job, the Company and the Union will negotiate a rate for said job. In the event the parties cannot agree as to the rate of the job, the Company may establish a temporary rate and the Union may file a grievance and the issue will be resolved through the grievance procedure

Section 3. Payment of Wages

Employees will be paid by check each week they are on the active payroll for time worked in the preceding week. The paychecks will be distributed in an enclosed envelope. Payday shall be as follows:

First Shift Employees – Friday
Second Shift Employees – Thursday
Third Shift Employees – Thursday
Weekend Shift Employees - Thursday

In cases where a payday falls on a contractual holiday, an earnest attempt shall be made to pay on the preceding day.

In cases where an employee is absent on his scheduled payday, he or a duly authorized representative with signed permission may pick up the check on Friday at the Payroll Department. Checks not picked up by the close of the shift on Friday shall be mailed to the employee upon request.

Employees have the option to participate in a direct deposit program when offered by the Company.

If an employee's check is short a minimum of four (4) hours pay on any given week, the payroll department will issue that employee a check in that amount no later than 4 p.m. on Friday.

ARTICLE 39 - RELIEF AND REST PERIODS

Section 1.

Once during the first half of the employee's scheduled eight (8) hour shift, and once during the second half of the employee's scheduled eight (8) hour shift, employees shall be allowed a ten (10) minute personal relief period. The amount of such relief time prorated at 2.5 minutes per hour, shall be modified accordingly for a shift other than a regular eight (8) hour shift. The times of breaks and lunch will be set and maintained on a regular basis. However, in cases of emergency situations, such as breakdowns, part shortages, etc., it may be necessary to change these times. If this should happen, management will inform the Union in a timely manner. The method of relief shall be at the discretion of the Company. Employees classified as Painters or those employees working in the Paint Sanding Operations, **Body-in-White welders and the maintenance department employees** will be allowed fifteen (15) minutes paid time for the purpose of showering and cleanup at the end of their assigned shift, **provided however that said employee(s) performed work during the shift in their respective classification necessitating the time for cleanup. It being understood between the parties that compensation for cleanup under this Section is intended to provide the employee the opportunity to clean up prior to the employee departing the plant. Employees who elect to not cleanup and who leave the plant prior to the end of the cleanup period will not be eligible for the 15 minutes paid time.** In addition, the Company will comply in all respects with all applicable laws which require and regulate the wearing of special clothing for identified jobs.

Section 2.

All employees shall be required to work their full scheduled hours daily, and remain working at their work point during these hours, except for normal use of authorized allowance, including the five (5) minute allowance at the end of the scheduled shift. The employees shall use the aforementioned five (5) minute allowance for work area cleanup, to return tools and accessories to their proper location, and for other shift ending activities.

Section 3.

The Company agrees to provide coveralls or uniforms to all employees on any shift who are assigned to the maintenance department, Sanding Operations, Painters, or the Body-In-White welders. It is also understood that if additional employees are assigned this work that coveralls will be provided while performing that work. The Company also agrees to provide fifteen (15) minutes paid time for the purpose of showering and cleanup at the end of their assigned shift.

The Company agrees to provide coveralls to the employees assigned to the "grease pit." (No provision for additional wash-up time.)

ARTICLE 40 - WORK STANDARDS

Section 1.

Work standards **for all measurable work may** be established on the basis of fairness and equity consistent with the quality of workmanship, the efficiency of operation, and the reasonable working capacity of skilled and experienced workers. The method of establishing **work** standards shall be left to the sole discretion of Management, except that said method must conform with recognized industrial engineering principles.

Section 2.

When a **work** standard or estimated standard is placed into effect, an employee may not grieve the standard until he has attempted to make the standard for a period of time sufficient to determine its accuracy.

If the employee cannot make the standard after an honest attempt to perform the job, the following procedure shall be followed.

1. He will report the specific problems to his Supervisor.
2. The Supervisor will observe to see that the employee is following the proper methods and utilizing the proper equipment. He shall also insure the job is being performed under standard conditions and that the job is properly set up.
3. If after making necessary adjustments, the employee still cannot meet the standard, he may call for his Committeeman. If the Supervisor and the Committeeman cannot resolve the dispute, a member of the Industrial Engineering Staff shall be summoned to review the operation and participate in the discussion with the Supervisor and Committeeman
4. The Committeeman may request a time study for a specific process to be updated. A video of this process will be done within ten (10) days and reviewed as soon as possible with employee, Committeeman, supervisor, and the Industrial_Engineer together in an attempt to resolve the dispute.
5. If the dispute remains unresolved, the Committeeman may process a grievance

No employee shall be disciplined for failure to meet an estimated standard until after the employee and his Committeeman have been notified that said employee is not making out and the job has been reviewed by a member of the Industrial Engineering Staff.

Section 3.

If a job is being restudied or disputed under the procedures above, the findings of such re-examination, whether they are by time study or other industrial engineering techniques, will be made available to the operator and/or his Committeeman upon request.

Job breakdowns, which will include the actual times it takes to perform individual items of an employee's job, and/ or other pertinent Industrial Engineering data concerning the job dispute in question will be provided to the Union and employee upon request from the Committeeman; however, it is mutually recognized that it would be impractical to provide this information during periods of work acceleration or decreases; however, such information shall be made available as soon as reasonably possible.

Work standards used for making work assignments on production lines shall not contain personal allowances. Production line workers shall receive twenty (20) minutes for personal needs as specified in Article 40, Section 1 above. All work standards shall contain a five percent (5%) miscellaneous allowance.

Section 4.

The provisions of this work standards procedure shall not be subject to the arbitration provisions of this Agreement except by mutual agreement. Discipline for failure to meet production standards shall be subject to arbitration. Discipline assessed for failure to meet a work standard which is later found to be in error shall be adjusted on the basis of fairness and equity based upon the attendant circumstances.

ARTICLE 41 – SEPARABILITY OF PROVISIONS

(See Common Agreement)

ARTICLE 42 – WAIVER

(See Common Agreement)

ARTICLE 43 – EFFECTIVE DATE/TERMINATION

(See Common Agreement)

**ARTICLE 44 – MEMORANDUM OF UNDERSTANDING REGARDING
SUBSTANCE ABUSE**

(See Common Agreement)

ARTICLE 45 – QUALITY INCENTIVE PROGRAM

(See Common Agreement)

ARTICLE 46 - ATTENDANCE POLICY
VOLVO TRUCKS, NA-NEW RIVER VALLEY PLANT
PRODUCTION & MAINTENANCE EMPLOYEES

Regular attendance at work is expected and required of all employees. Absenteeism affects quality, morale of employees, costs and ultimately the product and our customers. When you know in advance that you will be absent or late, inform your Advisor before the fact. If your known absence was discussed with your Advisor and the reason for the absence is chargeable (not listed below), or you are unavoidably absent you are required to call into the plant prior to 30 minutes before the start of your shift at (540) 674- 4181 to report your absence. Employees who will be unavoidably late for work are required to report their lateness as soon as possible. Employees' absences will be administered by utilizing a chargeable hours system. The steps of progressive discipline for accumulation of chargeable hours are as follows:

Absence from Scheduled Workdays = 8 Hours Charged
Tardy (less than 30 minutes) = 2 Hours Charged

A leave early or late report without permission with working 4.0 or more hours = 4 Hours Charged

A leave early or late report without permission with working less than 4.0 hours = 8 Hours Charged

32 Chargeable Hrs = First Step - Verbal Reminder
40 Chargeable Hrs = Second Step - Written Warning
56 Chargeable Hrs = Third Step - Final Written Warning
64 Chargeable Hrs = Fourth Step - Discharge

The issuance of discipline will follow disciplinary progression levels based upon the number of chargeable hours. Steps of progressive discipline will be followed as outlined above. However in doing so, chargeable hours will not be reduced. The next chargeable occurrence will warrant the next step of progressive discipline.

Hours of absences for the specified reasons listed below are not chargeable hours in the employee's attendance record:

Approved S&A / Approved Military LOA / Pre-Approved Vacation
Pre-Approved Personal Day / Approved Go-Home Hours*
Jury / Witness Duty / Approved Workers Comp / Approved Bereavement
Approved FMLA / Approved LOA / Approved Union Leave
Civil Servants' Emergencies / Pre-approved Second Shift Funeral
Attendance *(Not eligible for call-in or short work week)*

Hours of absence due to inclement weather or unavoidable traffic delays will be reviewed by Management on a case-by-case basis to determine the appropriateness of chargeable versus non-chargeable hours.

Hours of absence of a personal nature of less than a full shift which are pre-approved by Management will be deemed non-chargeable. An employee who is unavoidably absent up to three (3) consecutive workdays due to illness or injury on one occasion during a calendar year will only incur 8 chargeable hours for that absence subject to verification of the illness or injury at the option of the Company.

An absence resulting in chargeable hours under this policy will be removed from an employee's record after twelve (12) months has elapsed from the date of the chargeable absence.

An employee who has more than forty-eight (48) chargeable hours in the system will not be permitted to exercise their seniority to bid or to utilize the shift preference provisions until such time as his chargeable hours are reduced to forty-eight (48) hours or less.

The attendance record and any corrective discipline that may result will be maintained in a Company record separate from any violations of the Plant Rules of Conduct.

An employee who demonstrates patterns of absences and/or disregards regular attendance may be required by the Company to participate in a Chronic Attendance Program to correct his behavior as follows:

Volvo Trucks, NA
New River Plant / UAW Local 2069
Chronic Attendance Program

At the choice of the Company, an employee can be pulled out of the regular attendance policy and processed in accordance with the Chronic Attendance Program. The purpose of this Program is to identify employees whose attendance records indicate a failure to report to work on an acceptable regularity using the following objective data: Overall attendance records that may show a pattern of abuse such as repetitive Monday Friday absences, excessive medical leaves, a pattern of keeping attendance hours high, excessive tardy or leave early pattern. As part of this Program, the Company can create a special accommodation for seriously ill employees whose attendance is adversely affected by the illness.

Once it has been determined that an employee's attendance has been deemed chronic by the Company, they will be placed in a program designed to correct their attendance. The following is a list of possible corrective measures: required doctor excuses, revoked job bidding rights, revoked shift preference rights, loss of classification, EAP counselling, final warnings, last chance agreements, or a more restrictive attendance matrix. The corrective measures once invoked will be for a period of time not to exceed six (6) months duration. Once the program has been designed by the Company, it will be reduced to writing and signed for by the employee and his union representative. Upon successful completion of the program the employee will be returned to the regular attendance Policy and their seniority rights reinstated.

Grievances related to the chronic attendance program are limited to the issue of whether the terms of the individualized program were violated by the employee.

**LETTER OF UNDERSTANDING #1
MAINTAINING EMPLOYMENT GROUP (MEG)
March 17, 2008**

Originally Issued – FEBRUARY 1, 2005
Re-issued – March 17, 2008

Mr. Gary N. Hamrick
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Hamrick:

The Company and Union have agreed upon the following provisions regarding the issue of job security for the Production & Maintenance Unit, during the period of this Agreement.

- a) For those unit employees **who were MEG protected as of January 31, 2008** the Company agrees to maintain their active employment throughout the term of this Agreement. This results in a MEG # of **1,499** as of **March 17, 2008**.
- b) Recognized exceptions to **MEG protection** are those occasions when there are material shortages from suppliers or inter or intra-Corporations facilities, breakdowns of machinery or other conditions beyond the control of the Company which necessitates a reduction in force, wherein employees will be laid off as their job assignments are completed and recalled as their jobs open up. Should the conditions that necessitated the layoff exceed two (2) calendar weeks, the Company agrees to meet with the Union to share all pertinent information. Furthermore, layoffs resulting from volume-related market conditions and the Company's sales position which require adjustment to the build rate, shall not incur any MEG liability.
- c) Should attrition occur within the maintained employment group from death, retirement or resignation, the MEG # shall be reduced on a one-for-one basis.
- d) Prior to implementing any reduction in force, as stated within section (b) above, the Company may elect to utilize these employees on alternative work activity, such as the following:

- 1) Place in a training program, if applicable
- 2) Use as replacement to facilitate the training of another employee
- 3) Provide a job assignment which may be non traditional within or outside the bargaining unit
- 4) Provide another assignment

Sincerely,

Edward E. Rosko
Director Labor Relations
Volvo Trucks, NA

**LETTER OF UNDERSTANDING #2
RED CIRCLE RATES
March 17, 2008**

Originally Issued – FEBRUARY 1, 2005
Re-issued – March 17, 2008

Mr. Gary N. Hamrick
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr. Hamrick:

During the course of the **2008** contract negotiations, it was agreed upon that the following employees will be paid the Red Circle rate of pay for their current classification:

Employee	Red Circle Rate of Pay will be.
Ricky McGlothlin	Grade (37) rate plus \$.30
Bobby L. Mabry	Grade (37) rate plus \$.30
Robert C. Smith	Grade (37) rate plus \$.30

Sincerely,

Denise Hughes
Director, Human Resources

**LETTER OF UNDERSTANDING #3
DECISIONS ON SUBCONTRACTING
March 17, 2008**

Issued- February 1, 2005
Reissued- March 17, 2008

Mr. Gary N. Hamrick
Local 2069 UAW
PO Box 306
Dublin, VA 2084

Dear Mr Hamrick.

During the **2008** negotiations, the parties held extensive discussions regarding subcontracting of work to outside vendors. The Union stated that Management has not held advanced discussions with the Union in many cases before letting a contract. Additionally, in many cases, Management notification to the Union has been on such short notice that meaningful discussions could not take place before the work in question was scheduled to begin.

Management stated it will hold advance discussions with the Union and provide advance written notice to the Union prior to letting a contract for the performance of maintenance and construction work of the type historically performed by the maintenance department. Both parties recognize that circumstances may arise that prevents a "timely" notification of subcontracting activity, however, these situations should be infrequent.

In these discussions, Management agrees to review its plans or prospects for letting a particular contract. This includes describing the nature, scope and approximate dates of the work and additionally present data such as operational factors, quality, personnel skills, facility and/or capital equipment factors, and financial consideration which address this action. Further, this notice will include the type and duration of any warranty work.

At such times Local Management will afford the Local Union representatives an opportunity to comment on Local Management's plans and give appropriate weight to those comments in the light of all attendant circumstances. Further the Local Management will consider any other alternatives as presented by the Local Union Committee to retain the work-in-plant, prior to outside contracting or outsourcing. In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the Plant premises

Sincerely,

Denise Hughes
Director, Human Resources

SUPPLEMENTAL AGREEMENT BETWEEN
NEW RIVER VALLEY PLANT
OF
VOLVO TRUCKS NORTH AMERICA, INC.
AND THE
INTERNATIONAL UNION
UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW)
AND UAW LOCAL 2069
FOR THE
SALARIED EMPLOYEES
AGREEMENT EFFECTIVE
March 17, 2008 THROUGH March 16, 2011

NEW RIVER VALLEY SALARIED SUPPLEMENTAL AGREEMENT
TABLE OF CONTENTS

Article Number	Article	Page
1	Recognition	2
2	Dues Check-Off	2
3	Non-Discrimination	2
4	Representation	2
5	Bulletin Boards	4
6	Grievance Procedure	4
7	Discipline	4
8	Management Rights	4
9	No Strike - No Lockout	4
10	Probationary Period	4
11	Loss of Seniority	4
12	Seniority - Former Unit Employees	4
13	Bargaining Unit Work	4
14	Transfer of Operations	4
15	Job Bidding	5
16	Temporary Assignment/Temporary Layoff	8
17	Permanent Layoff - Reduction in Force	9
18	Equalization of Overtime Opportunity	10
19	Overtime	11
20	Reporting Absences	11
21	Leaves of Absence	11
22	Health and Safety	11
23	Medical Department-Occupational Injuries	11
24	Agreement - Furnishing	12
25	Subcontracting	12
26	Skilled Trades	12
27	Voting Hours	12
28	Jury Duty and Witness Service	12
29	Bereavement Pay	12
30	Shift Preference	12
31	Working Hours	12
32	Basis of Payments	12
33	Reporting/Call-in Pay	13
34	Variations	13
35	Holidays	17
36	Educational Assistance	17
37	Cost-of-Living Allowance	19
38	Salared Bargaining Unit Job Titles and Salaries	19
39	Relief and Rest Periods	21
40	Production Standards	21
41	Separability of Provisions	21
42	Waiver	21
43	Effective Date/Termination	21
44	Memorandum of Understanding Regarding Substance Abuse	21
45	Quality Incentive Program	21
46	Attendance	21
47	Successors	21
48	Temporary/Contract Employees	21
 Letters of Understanding		
#1	Maintaining Employment Group (MEG)	23
#2	New Technology	25
#3	Classification Deletion	26
#4	Automatic Progression	27
#5	Casual Absence	28
#6	Exempt Overtime	29

#7	Flex Time	30
#8	Job Descriptions	31
#9	Payment of Salary	33
#10	Relief and Rest Periods	34
#11	<i>Supervisor Working/Erosion of Bargaining Unit</i>	35
#12	Travel Time	37
#13	Temporary Assignments Off-Shift	38
#14	Classification Combinations	40
#15	Movement of Work Between Classifications	41
#16	Overtime Equalization	42

SUPPLEMENTAL SALARIED AGREEMENT

ARTICLE 1 – RECOGNITION

SECTION 1.

Definition of Bargaining Unit: The Company recognizes the Union as the exclusive representative for all Salaried Employees (in the classifications listed in Article 38) by the Employer at its Dublin, Virginia operations in the following departments: Body in White/Paint, Controller/Administrator, Human Resources, Industrial Engineering, Maintenance, Manufacturing Engineering, Materials, Customer Engineering, Purchasing, Quality, Reliability, Sales Engineering, and Truck Operation, but excluding all other employees, Temporary Employees (Contractors), Management Industrial Engineers, Master Schedulers, Managerial Employees, and Confidential Employees, Guards and Supervisors as defined in the Act.

ARTICLE 2 – DUES CHECK-OFF

(See Common Agreement)

ARTICLE 3 – NON-DISCRIMINATION

(See Common Agreement)

ARTICLE 4 – REPRESENTATION

SECTION 1.

Employees of the Company have the right to be represented by a Grievance/Bargaining Committee of at least three (3) members who are active seniority employees selected in a manner determined by the Union. One (1) member of the aforementioned Grievance/Bargaining Committee shall be designated as the Chairperson.

The employees may elect two (2) part-time Committee-persons to function within the parameters of the Agreement. The employees shall be represented within their defined districts in the ratio of not to exceed one (1) Committee-person for every three hundred (300) employees.

Such Committee-persons will work four (4.0) hours per workday for the Union and four (4.0) per workday for the Company. Any time worked by the Committee-person for the union in excess of four (4.0) hours shall only be at the request of the Company to attend or participate in a Company / Union meeting if it occurs after the four (4.0) hours per workday allowance, or to work overtime beyond the eight (8.0) hour shift as provided in Section 2 below. Such Committee-persons shall be paid their normal salary by the Company.

If the number of employees exceeds six hundred (600) another District Committee-person will be added. Exclusive of the foregoing ratio for representation, where there are twenty-five (25) or more employees assigned to the second shift or third shift, the Committee-person elected from among the employees assigned to the second shift or third shift, respectively, will be included in the number assigned to work.

Additionally, the Company agrees to one (1) full-time Chairperson for the life of this Agreement. The Chairperson will be paid by the Company their normal salary. **The Chairperson may leave the plant on legitimate Union business upon notification to the Labor Relations department.**

When the Chairperson ceases to hold his elected position, he will be returned to the same job he held when he became Chairperson, seniority permitting. If the former position is not available, the Chairperson will be permitted to displace the least senior employee in another classification for which his seniority entitles him.

SECTION 2. Alternates

When the Chairperson is absent from the facility on vacation, leave of absence, or extended Union business, one of the Committee-persons will act as his Alternate.

The Committee-persons shall each have an elected Alternate Committee-person who shall serve in the Committee-person's role when both the Chairperson and Committee-person are absent from the facility. If the Chairperson is in the facility and the Committee-person is out, the Alternate Committee-person shall only serve on an as-needed basis.

SECTION 3. Responsibilities and Functions

The **Committee-persons** will function only within their defined districts and represent only employees within that district. It is understood that the Chairperson has full-time Union responsibilities which would preclude him from manning an operation in usual circumstances.

The **Committee-persons** will function as required in the grievance procedure within their four (4.0) hours of union time.

The **Committee-persons** will record all of their union time on their time sheets.

Before entering any other department, the Chairperson and **Committee-persons** shall notify the Supervisor/Group Leader and explain the reason for his visit and the individual with whom he requires discussion. The Chairperson / **Committee-persons** will conduct his business expeditiously and not interrupt normal activities. The Union and Company will not condone any abuses of representation time by the Chairperson / **Committee-persons**

When ten (10) or more employees represented by the Chairperson or **Committee-persons** are to work overtime, the Chairperson or **Committee-persons** shall be offered overtime. If the Chairperson elects not to accept the overtime, the Chairperson's elected Alternate will be afforded the opportunity to work the overtime assignment as Chairperson. The Alternate will be assigned to work within his regular classification if scheduled during the overtime assignment or will be assigned to work he is capable of performing. In no event shall more than one (1) representative be working overtime simultaneously.

In cases where fifty (50) or more employees are working overtime on a single shift, the Union President may also work as Local Union President during such overtime hours.

ARTICLE 5 – BULLETIN BOARDS

(See Common Agreement)

ARTICLE 6 – GRIEVANCE PROCEDURE

(See Common Agreement)

ARTICLE 7 – DISCIPLINE

(See Common Agreement)

ARTICLE 8 – MANAGEMENT RIGHTS

(See Common Agreement)

ARTICLE 9 – NO STRIKE-NO LOCKOUT

(See Common Agreement)

ARTICLE 10 – PROBATIONARY PERIOD

(See Common Agreement)

ARTICLE 11 – LOSS OF SENIORITY

(See Common Agreement)

ARTICLE 12 – SENIORITY – FORMER UNIT EMPLOYEES

In the event that an employee transfers into the salaried bargaining unit from the shop or from a non-bargaining position, he shall be treated as a new hire for salaried bargaining unit purposes, but shall retain his Volvo (VTNA) seniority or service date for the purpose of benefit entitlements.

ARTICLE 13 – BARGAINING UNIT WORK

(See Common Agreement)

ARTICLE 14 - TRANSFER OF OPERATIONS

SECTION 1.

The Company may transfer to Greensboro jobs from the Salaried Bargaining Unit. At the time of transfer, the Company will offer the right to transfer to qualified employees within the unit. Any employee who declines the opportunity to transfer and thereby loses their job as a result of the transfer of operations will be offered a position of equal or better compensation within the Salaried Bargaining Unit.

SECTION 2. Relocation Due to Transfer of Operations

When an employee of the salaried bargaining unit is offered and accepts a transfer to the Greensboro Corporate offices as a result of transfer of operations, the following relocation benefits will be provided.

Reimbursement for auto travel, hotel expenses in a Company approved facility and food for up to three days for home hunting.

Reimbursement for movement of household good including packing, loading, transport and unloading of furnishings and personal belongings. Expenses will not be paid to move cars, trucks, campers, boats, plants, animals, built-in fixtures or hazardous materials.

Reimbursement for auto expenses to establish residence at the new location.

Reimbursement for up to 10 living expense days for hotel and food while establishing permanent residence

Additionally, a relocation allowance equal to one-half month's salary for miscellaneous expenses **will be provided**.

In the event the transferred employee voluntarily leaves the Company before completing six (6) months of work at the new location, the employee must repay 100% of the reimbursed expenses. If the employee voluntarily leaves between 7 and 12 months after transfer, 50% of the expenses must be repaid.

In the event that the relocation is over 200 miles from the plant, the Company and the Union will mutually agree to an appropriate relocation allowance.

Should the employee wish to handle his own move, the employee may opt to receive two month's pay in lieu of the benefits described above.

Relocation of exempt employees will be covered by the Corporate policy for exempt employees.

ARTICLE 15 - JOB BIDDING

SECTION 1.

For the purposes of bidding, bumping, layoff, and recall, as detailed in Articles 15 through 18, the following definitions shall apply.

Job Family: A grouping of job classifications with similar functionality, as defined in Article 38.

Classification: The job title which defines Salamed Bargaining Unit jobs as listed in Article 38.0 (e.g. Designer, Product Engineer, Material Planner)

Department: An organizational grouping consisting of job classifications that are similar in the nature of the work being performed, but differ in the level of expertise and experience required, and in pay grade (e.g. Product Engineer/Associate Product Engineer).

The Parties have identified six departments:

Sales
Accounting
Materials
Human Resources
Engineering
BIW/Paint

Home Department and Classification: The job classification within a department to which an employee is originally hired or has successfully bid into.

Qualified: An employee shall be considered qualified to perform a job if he has:

1. work experience.
2. education or experience equivalent:
3. good performance.
4. appropriate interpersonal skills and attitude.

SECTION 2.

When new jobs are created or permanent vacancies occur in the Salary Bargaining Unit, the following procedure shall be used by the Company to fill the opening:

- 1) Active employees who have the vacant position as their home department and classification shall be recalled in seniority order, beginning with the most senior.
- 2) If unable to fill the vacancy through #1 above, then the job shall be posted.
- 3) If unable to fill the vacancy through #2 above, then employees on layoff who are qualified to fill the vacant position shall be recalled in seniority order, beginning with the most senior. If no laid-off employee qualifies, the Company will consider the employees' experience level and previous positions held in order to determine whether to place an employee in an open position.
- 4) If unable to fill the vacancy through #3 above, the Company has the right to hire a new employee for the position.

SECTION 3.

If necessitated by the above procedure, the Company shall post notice of the new job or vacant position for a minimum of three (3) working days on specified bulletin boards setting forth the department, job classification, qualifications, and salary rate or grade. An employee wishing to bid on a job must do so by filling out an application supplied by the Company. All applications must be received by the close of the posting period. The Company shall post two (2) successive openings created by the vacancy, following the procedure set forth in Article 15, Section 2.

An employee who will be out on a vacation of greater than two (2) days in duration shall submit, at their option, a list of jobs in which they would be interested should those jobs become available and posted while they are on vacation. This request shall be submitted prior to the employee's vacation to the Human Resources department on a form created by the Company, with the employee receiving a dated copy of their submission. If one of the jobs listed on the form is posted during the employee's vacation, the employee will be considered to have bid on the job. The form shall be destroyed upon the employee's return from vacation.

SECTION 4.

In awarding a bid, the following selection process will apply:

- 1) The most senior qualified bidder from within the same department and job family as the vacancy.
- 2) The most senior qualified bidder from within the same department or job family as the vacancy or that has worked in the department (To be considered, bidders shall identify on the bid form whether they have worked in the department.)
- 3) The most senior qualified bidder who does not meet the criteria of #1 and #2 above

If the most senior qualified employee is not awarded the job, the Union may protest such selection in the grievance procedure.

The employee is not eligible to receive more than one (1) successful job bid in a six (6) month period.

An employee may rescind his job bid during the posted bid period without penalty by notifying both the Company and Union in writing. An employee who rescinds their job bid after the posted bid period shall have the bid count as a successful bid for the purposes of the above paragraph.

The successful bidder will be notified within five (5) days after the bidding is closed, or on their first day back from vacation if they were on vacation during the bid period, which ever is greater. They will be placed on the job within three (3) weeks of notification. If the employee is not released to be placed on the job within three (3) weeks, the new salary will begin after the three (3) week period ends. In no case will this period exceed two (2) months from the date of notification, unless it is extended by agreement of the Company and the Local Union.

SECTION 5.

An employee shall be given an orientation period of up to three (3) months on his new job with sufficient instructions and training to ensure the employee is fully aware of the requirements of the new assignment. The purpose of the orientation period is to provide the Company an opportunity to determine whether the employee possesses the competencies required to perform the responsibilities of the job. At the beginning of the orientation period, the Supervisor will provide the employee with a training outline to be used for guidance, subject to modification, during the period. The Union and Company will meet at the Union's request after the first month of the orientation period to review the employee's training progress.

If unable to demonstrate ability to handle the new assignment within the orientation period as described above, the employee will be returned to their previous department and classification. When an employee is returned to his previous classification all bids created by the original vacancy will be voided.

ARTICLE 16 - TEMPORARY ASSIGNMENT

SECTION 1. Temporary Assignment

On occasion it becomes necessary to temporarily assign a Salaried Bargaining Unit employee to a different classification. Temporary assignments are defined as assignments that exceed ten (10) working days in length. Temporary assignments may be used to fill openings created by employees on vacations, employees on extended absence or temporary increases in workload/volume/options. The following guidelines shall apply:

The Company will inform the Union of the temporary assignment, the expected length of the assignment, the names of the employees to be assigned, and the nature of the work, one (1) day prior to the assignment.

When it becomes necessary to transfer an employee to a different shift, the Company will utilize the procedure detailed in Letter #13.

While temporarily assigned to a lower pay grade the employee will continue to receive their regular pay rate, for the entire time of the assignment.

While temporarily assigned to a higher pay grade the employee will receive the rate of the higher pay grade.

If the temporary assignment is expected to exceed 45 calendar days, inclusive of the first 10 working days, the Company and the Union will review the necessity for the extension, and explore other possible options that may fill the requirements with minimal disruption.

If the need to fill the temporarily assigned position exceeds 180 calendar days, inclusive of the 10 working day's job coverage, this assignment will be considered a permanent open position. The Company and Union will meet to discuss the need to permanently fill the position.

In the event there is a need to temporarily assign an employee to a project, as defined in Article 48, the maximum time period of the assignment shall be 270 calendar days or the length of the project, whichever comes first. Such time period may be extended by mutual agreement of the Parties.

If the employee's original job has been eliminated when the temporary assignment is completed, the individual temporarily assigned will be placed according to their seniority and the provisions of Article 17, Section 2 Placement Guidelines but will have no rights or claims to the temporarily assigned position except as in accordance with the Placement Guidelines of Article 17, Section 2. An employee on a temporary assignment may not sign a waiver changing his home department and classification to the position on which he is temporarily assigned.

Any general increase and benefits due as a result of the contract and for which the temporarily assigned employee qualifies during a temporary assignment will be calculated based upon his permanent Job Title and Grade held. Adjustments to compensation for the temporary assignment will then be applied in accordance with the guidelines for establishing compensation above.

ARTICLE 17 – LAYOFF AND RECALL

SECTION 1. Temporary Layoff

Temporary layoffs are defined as layoffs that are anticipated at the time of layoff to be no longer than ten (10) consecutive working days.

Employees affected by temporary layoffs will be notified as soon as possible of the pending layoff. The Union will also be notified in writing as soon as possible of the pending layoff. This temporary layoff provision can extend beyond ten (10) consecutive workdays with mutual agreement between the Company and Union.

In the event conditions arise which require a temporary layoff, affected employees will be laid off in the classification, department and shift to which they are assigned and called back to work as the classification, department and shift to which they were assigned at the time of layoff resumes.

Employees shall be temporarily laid-off in the following order.

- 1) Temporary/contract workers working within the affected classification, department and shift.
- 2) Affected probationary employees within the affected classification, department and shift.
- 3) Affected seniority employees within the affected classification, department and shift

Seniority employees may request to be voluntarily laid off during a temporary layoff period in lieu of less-senior seniority employees in the same classification, department and shift. Management will review these requests and, if there is no adverse impact as a result of honoring these requests, will temporarily layoff the requesting employees in order of their seniority. These employees will be called back to work in reverse order of the layoff.

SECTION 2. Layoff Guidelines

If a reduction in manpower is required, employees shall be laid-off in the following order:

- a) Temporary/contract workers in the affected department and classification shall be released.
- b) Probationary employees in the affected department and classification, beginning with the least senior.
- c) Employees on temporary assignment will be laid-off based upon their seniority within their home department and classification
- d) Seniority employees in the affected department and classification, beginning with the least senior. A lesser senior employee may be retained for up to thirty (30) working days in order to complete ongoing activities. If the ongoing activities are anticipated to extend beyond thirty (30) working days, he may be retained for up to ninety (90) working days to transfer the knowledge of the activity to a more senior employee.

SECTION 3. Placement Guidelines

Any seniority employee displaced and without a job as a result of a layoff or reduction in workforce, will be processed as follows:

- a) The employee will be placed on an open job of an equal or higher salary grade in their department which they are qualified to perform.
- b) The employee shall displace a lesser senior employee in an equal salary grade in their department on a job which they are qualified to perform.
- c) The employee will be placed on an open job of an equal or higher salary grade outside of their department which they are qualified to perform.
- d) The employee shall displace a lesser senior employee in the next lower salary grade in their department on a job which they are qualified to perform.
- e) The employee shall displace a lesser senior employee at an equal or lower salary grade on any job they are qualified to perform.
- f) If the employee is unable to be placed on a job pursuant to e) above, the employee will be placed on layoff. If there are open jobs for which the employee does not qualify, the Company will consider the employee's experience level and previous positions held in order to determine whether to place the employee in an open position.

Displaced employees shall be given twenty (20) working days on their new job to become familiar with the new work environment and to demonstrate his competencies to successfully retain the position. This trial period may be extended an additional fifteen (15) working days upon mutual agreement between the Company and Union.

SECTION 4. Recall Guidelines

Laid-off seniority employees shall be recalled to vacant positions consistent with the procedure in Article 15, Section 2, in seniority order, using the following procedure:

- a) A laid-off employee shall be recalled to a vacant position which is their home department and classification.
- b) A laid-off employee shall be recalled to other vacant positions which they are qualified to perform, provided that the job has been posted and not filled.

ARTICLE 18 –EQUALIZATION OF OVERTIME OPPORTUNITY

The Parties agree to monitor the overtime opportunities among employees with similar salary job functions in order to ensure that overtime opportunities are being fairly shared within the group and department. The group supervisor shall maintain an updated overtime equalization log for employees or the Union to review upon request. Should any unusual disparities exist, the Parties will review the situation and make recommendations to correct the disparity.

ARTICLE 19 – OVERTIME

SECTION 1 - Overtime Scheduling

Daily Overtime - Daily overtime in excess of two (2) hours per day. Monday through Friday shall be voluntary. In addition, the two (2) hours on a Friday immediately preceding a Monday holiday and a vacation shutdown period will be voluntary. Second shift employees will not be required to work mandatory overtime on the day immediately preceding a holiday.

Saturdays – Employees may be required to work two (2) Saturdays per month, the remainder of the Saturdays (over 2) shall be voluntary. However, six (6) additional mandatory Saturdays per year may be scheduled by the Company. The Company will not require employees to work Saturday overtime immediately prior to, or immediately following, their regularly scheduled vacation, leaves of absences or holidays, nor will the Company require an employee to work three (3) consecutive Saturdays, except as provided in Section 2 below.

Sundays – Overtime work on Sundays and contractual holidays shall be voluntary.

SECTION 2.

The provisions above, that limit or restrict the right of the Company to require employees to work daily overtime or Saturdays shall be suspended if operations are interrupted by emergency situations, such as breakdowns, government-mandated work, power shortages, fire, tornado, flood or acts of God, for a period of time to overcome such emergencies.

In addition, the provisions above can be suspended for four (4) weeks prior to a major project launch and six (6) weeks after a major project launch. Management will notify the Union 30 days prior to the planned overtime suspension period.

Employees will be notified no later than Thursday for Saturday work and no later than Friday for Sunday work to the extent possible. As much advance notice as possible will be given on daily overtime work. Employees who are notified of daily overtime on the same day the overtime is to be worked, will not be mandated to work the daily overtime. When daily overtime is being scheduled for an extended period, employees will be advised of the approximate duration.

ARTICLE 20 – REPORTING ABSENCES (See Common Agreement)

ARTICLE 21 – LEAVES OF ABSENCE (See Common Agreement)

ARTICLE 22 – HEALTH AND SAFETY (See Common Agreement)

ARTICLE 23 – MEDICAL DEPARTMENT-OCCUPATIONAL INJURIES (See Common Agreement)

ARTICLE 24 – AGREEMENT – FURNISHING
(See Common Agreement)

ARTICLE 25 – SUBCONTRACTING
(See Common Agreement)

ARTICLE 26 - SKILLED TRADES

SECTION 1.

The Company encourages employees to continue to up-grade their skills by continuing their education, and by attending Company sponsored training programs when offered. Further, the Company will cooperate in providing appropriate information to afford recognition as "Skilled Trades Employees" where they may qualify for applicable UAW journeyman status.

ARTICLE 27 – VOTING HOURS
(See Common Agreement)

ARTICLE 28 – JURY DUTY AND WITNESS SERVICE
(See Common Agreement)

ARTICLE 29 – BEREAVEMENT PAY
(See Common Agreement)

ARTICLE 30 – SHIFT PREFERENCE
(See Common Agreement)

ARTICLE 31 - WORKING HOURS
(See Common Agreement)

ARTICLE 32 – BASIS OF PAYMENTS

SECTION 1. Straight Time

For the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.

For the first forty (40) hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

For time worked during the regular working hours of any shift which starts on the day before and continues into a specific holiday or a Saturday.

As regards to exempt employees as defined in Article 38, when scheduled to work in excess of 48 (forty-eight) hours in a calendar week, they shall be paid at straight-time for each hour which exceeds 48 (forty-eight) worked.

SECTION 2. Time and One-Half (NON-EXEMPT)

For the time worked in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid.

For time worked in excess of forty (40) hours in the employee's working week, less all time for which daily, Saturday, Sunday, or holiday overtime has been earned.

For time worked on any shift which starts on a Saturday

SECTION 3. Double Time (NON-EXEMPT)

For time worked during the first eight (8) hours worked on a shift that starts on Sunday or a holiday specified in Article 35 of the common language.

Time worked on a Calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on a Sunday or one of the specified holidays.

For time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

For the purposes of Section 2 and Section 3 above, overtime pay for eligible employees will be calculated on an employee's total earnings, including base wage rate, lump sum salary payments, and quality bonus payments if awarded

ARTICLE 33 – REPORTING / CALL-IN PAY

SECTION 1.

Any overtime eligible employee called back to work after completing his regular work shift will be paid a minimum of four (4) hours at the applicable rate to perform the required work as identified by Management. These provisions will not be applicable if the employee failed to work his completed shift or in case of labor disputes, power failures, or any such condition beyond the control of the Company

ARTICLE 34 – VACATIONS

SECTION 1. Vacation Year

For the purpose of calculating earned vacation time, the period of January 1st through December 31st is considered the vacation year.

SECTION 2. Shutdown

If the Company schedules a vacation shutdown, employees may be required to take up to two (2) weeks of vacation time during the shutdown. Employees who are not eligible for vacation during the shutdown week or any portion thereof, will be assigned work or placed on layoff for the shutdown period not covered by vacation. The Company will notify the Union and post on the bulletin boards any notices regarding a vacation shutdown as soon as practical.

SECTION 3. Eligibility – First Vacation Year

Newly hired employees receive vacation during their first vacation year as follows:

First Full Month of Employment	Vacation Days Allowed	Vacation Hours Allowed	End of Vacation Year
Jan – March	5	40	December 31
April – June	3	24	December 31
July - Sept	2	16	December 31
Oct – Dec	0	0	December 31

Employees hired on and after September 1, 2005 shall accrue 8.0 hours of vacation for each 180 hours of work within their calendar year of hire in accordance with the above entitlement schedule. Should the Company schedule a vacation shutdown during that calendar year and no work is available for the employee during the vacation shutdown period, such employee shall observe the number of vacation days earned during the scheduled shutdown week. Additional vacation hours earned within the vacation entitlement which may accrue following the vacation the vacation shutdown week(s) may be scheduled and taken during the remainder of that calendar year.

SECTION 4.

An employee having less than one (1) year of service and who separates their employment with the Company due to resignation, discharge for cause or death during the calendar year in which he / she was hired shall be paid eight (8.0) hours of vacation allowance to a maximum of forty (40.0) hours (less any taken or paid vacation) for each 180 hours of work within that calendar year.

SECTION 5. Eligibility – After the First Vacation Year

After the first vacation year, an employee becomes eligible for subsequent vacation at the beginning of each vacation year. An eligible employee shall be entitled to five (5) workdays of vacation in the year in which their first (1st) anniversary falls; fifteen (15) workdays of vacation in the year in which their third (3rd) anniversary falls, twenty (20) workday of vacation in the year in which their tenth (10th) anniversary falls and; twenty-five (25) workdays of vacation in the year in which their twentieth (20th) anniversary falls.

Year in Which Completed Service is.	Vacation Allowance:
1 year, but less than 3 years	5 work days (1 week)
3 years, but less than 10 years	15 work days (3 weeks)
10 years, but less than 20 years	20 work days (4 weeks)
20 years or more	25 work days (5 weeks)

SECTION 6. Pro-rata Vacation

An employee with one or more years of service and who worked four hundred (400) hours or more during the 52 week period prior to January 1st of the current vacation year and who shall either.

- 1) be on the Company's active payroll on January 1st or later of the current vacation year, or
- 2) shall have been laid off prior to January 1st of that year, or
- 3) shall have voluntarily terminated employment prior to January 1st of that year after having given a minimum of two (2) weeks written notice of such voluntary termination shall be entitled to a pro-rata vacation based upon their hours credited in the previous year as follows

Hours Credited	% of Full Vacation
900 or more	100
800	90
700	75
600	60
500	40
400	20
Less than 400	0

An employee shall be credited for hours in which he received wages for time worked, holiday pay, vacations, short-term disability, short-term military, jury duty, bereavement pay, or union business as defined in Section 14 below

SECTION 7. Personal Days

All active employees will be entitled to two (2) personal days off from work each vacation year. Personal days must be taken within the vacation year and cannot be carried over. Personal days must be taken as full days off from work.

SECTION 8. Scheduling

Employees are eligible to observe paid vacation when the following conditions are satisfied:

- The employee has requested and been granted vacation time.
- The employee has earned the time requested.

Eighty (80) hours of vacation may be taken as random days, to be used in four (4) or eight (8) hours increments. Employees will give notice of their intention to take vacation to their reporting supervisor, to the greatest extent possible, as promptly and as far in advance as possible

Employees who are unable to comply with above due to unexpected circumstances, will call their reporting supervisor as soon as possible, but no later than one (1) hour after their scheduled start time for an eight (8) hour vacation day or a four (4) hour morning half-day. In the case of a four (4) hour afternoon half-day, employees will notify their supervisor as early in the morning as possible.

Scheduled and approved vacation may only be cancelled with the written approval of the employee.

SECTION 9. Pay Rate

Vacation pay will be based upon base pay in effect at the time the vacation is observed, including any shift premium if applicable.

SECTION 10. Holidays and Vacation Schedule

Should a holiday occur during the time frame that an employee has scheduled a vacation, the employee shall receive holiday pay in lieu of vacation pay for the holiday. He/she will then be able to reschedule the balance of the vacation at a later date.

SECTION 11. Bereavement During Vacation

Should an employee experience a death in their family, as covered by our bereavement policy, the employee shall be allowed to take applicable bereavement pay for days covered by such provisions and reschedule vacations at a later date.

SECTION 12. Carryover of Vacation

Vacation time should be scheduled and observed during the year earned. However, there may be times due to company objectives or business conditions when an employee may not be able to utilize all earned vacation. In such cases, the Company will approve the carryover of up to five (5) days. If an employee is required to work to the extent that more than five (5) days of vacation is not used during the vacation year, the employee may carryover more than five (5) days into the next vacation year. To be eligible for the additional carryover of more than five (5) days, an employee must attempt to schedule all vacation time by the end of September of each vacation year. Failure to attempt to schedule all but five (5) days of available vacation time before the end of September, could result in the employee being paid for the unused vacation time, with no more than five (5) vacation carryover days. Vacation carried over must be taken within the first four months of the new year.

SECTION 13. Cash Payment

Receipt of cash payment in lieu of taking vacation time off is not permitted under this policy except as follows:

An employee on approved disability Leave of Absence at the vacation year end who was unable to take all his/her vacation during the vacation year because of illness, will be paid for unused vacation during the disability period at his/her rate of pay as of the commencement of the disability, or carried over to the next vacation year pursuant to the carryover of vacation provisions.

An employee who is placed on a layoff other than a temporary layoff shall have the option at the time of the layoff to be paid for any earned unused vacation. If he chooses not to be paid at the time of layoff, he will be paid for his earned unused vacation at the end of the calendar year if still on layoff at that time.

An employee who separates from the Company for any of the following reasons will be paid earned vacation, not used, at the occurrence

Resignation
Discharge for Just Cause
Retirement
Death

SECTION 14. Employee Responsibility

Employees are requested to give the required notice, get approval for and to record on their time sheets all vacation time taken.

SECTION 15. Union Business

Time spent from their regular scheduled work by Local Union representatives in negotiating labor contracts with Management, attending meetings, or otherwise carrying on duties of Local Union representatives as agreed to by the parties in this Agreement, will be counted as time worked in computing all service and attendance records, except those given Leave of Absence to go with the International Union shall not receive attendance credits for vacation eligibility during such absences.

ARTICLE 35 – HOLIDAYS
(See Common Agreement)

ARTICLE 36 - EDUCATIONAL ASSISTANCE

SECTION 1. Purpose

It is the Company's intent to develop a better-educated and more highly skilled work force by providing educational assistance to its employees in accordance with the guidelines established below

SECTION 2. Scope

This policy will apply to all active full-time, salaried employees covered by the bargaining agreement at Volvo Trucks North America, Inc., - NRV

SECTION 3. Policy

In choosing a course or curriculum certain conditions must be met. The course should fulfill one or more of the following.

- to improve job skills, job knowledge or capabilities on present job.
- to prepare the employee for professional advancement within the Company;
- to complete the requirements or electives necessary for a diploma, undergraduate or graduate degree program in a field relative to the business of the Company.

Courses should be taken at an accredited educational or vocational institution outside the employee's normal working hours. Coordination of availability of classes and work schedules will be reviewed on a case-by-case basis.

In addition, review courses for professional certification examinations or other professional certification courses may be considered for reimbursement although credit is not given, provided they are taken from a properly accredited educational or vocational institution, or if the accreditation is offered by a properly recognized professional organization.

The employee must make a written application in advance enrollment of the course. The Educational Assistance Request Form is available from the Human Resources Representative for each facility.

Generally, correspondence school courses do not fall within the scope of the Educational Assistance Program. However, in some unique situations where educational or vocational facilities are not located within reasonable distances, these courses may be considered as a possible alternative. Reimbursement is limited to a maximum of six (6) credit hours during any semester or quarter. Employees are eligible to be fully reimbursed up to \$2,500.00 per calendar year for the cost of tuition, and other required lab fees. Should an employee resign prior to completion of an approved course, the employee is not eligible for reimbursement.

To obtain reimbursement, the employee must submit to the Human Resources Department evidence of satisfactory completion of the course with a minimum of "C" (undergraduate level) or "B" (graduate level), along with receipts for payment of tuition and required fees, attached to a copy of the approved written request form.

Tuition, as used in this policy, excludes the cost of study tools, equipment, travel, expenses and miscellaneous fees (parking, activities, etc.). Any portion of tuition covered by benefits from service in the Armed Forces or any other scholarship aid is not reimbursable.

Any tax consequences of the benefit derived from this program, now or in the future, are the responsibility of the employee.

SECTION 4. Repayment Provision

In recognition that the area of educational reimbursement is a sizable expenditure to the Corporation, it is necessary to protect that investment to some extent. Therefore, if an employee voluntarily leaves the employment of Volvo within a three (3) year period of actively being involved in the educational assistance program, repayment will be required in accordance with the following schedule:

COURSES REIMBURSED	REPAYMENT REQUIRED
3 or more years	0%
2 to 3 years	25%
1 to 2 years	50%
0 to 1 year	75%

ARTICLE 37 – COST-OF-LIVING ALLOWANCE
(See Common Agreement)

ARTICLE 38 - SALARIED BARGAINING UNIT JOB TITLES AND SALARIES

JOB TITLE	GRADE	JOB FAMILY	DEPARTMENT
Admin Asst	23	Administrative	Per Assigned Dept
Accountant, Payroll	23	Administrative	Accounting
Accountant, Payroll - Senior	24	Accounting	Accounting
Accountant - General	25	Accounting	Accounting
Accountant - Cost	25	Accounting	Accounting
Accountant, Cost - Senior	26	Accounting	Accounting
Sys Technician	26	Elec Engineer	BIW/Paint
Mfg Technician	26	Elec Engineer	BIW/Paint
Assoc Envir Comp Admin	23	Administrative	BIW/Paint
Environmental Compliance Admin	24	Environmental	BIW/Paint
Environmental Coordinator	28e	Environmental	BIW/Paint
Environmental Coordinator II	26	Environmental	BIW/Paint
Welding Engineer	26	Mfg Engineer	BIW/Paint
Technical Team Leader	29e	Mfg Engineer	BIW/Paint
Project Leader-BIW/Paint	29	Mfg Engineer	BIW/Paint
Lab Tech	24	Process Engineer	BIW/Paint
Process Engineer	26	Process Engineer	BIW/Paint
Senior IE, Paint	28	Process Engineer	BIW/Paint
Reliability Admin Coordinator	23	Administrative	Engineering
CAD Administrator I	25	CAD Admin	Engineering
CAD Administrator - Senior	29a	CAD Admin	Engineering
Design Checker	25	Design	Engineering
Design Checker - Senior	26	Design	Engineering
Design Checker - Lead	28a	Design	Engineering
Design Checker - Principal	28e	Design	Engineering
Designer - Product	25	Design	Engineering
Designer - Senior	26	Design	Engineering
Designer - Lead	27	Design	Engineering
Designer - Principal	28e	Design	Engineering
Order Administrator	25	Design	Engineering
Order Administrator - Senior	27	Design	Engineering
Options Specialist	27	Design	Engineering
Options Specialist - Senior	29e	Design	Engineering
DCN/ENO Processor	23	Documentation	Engineering
DCN/ENO Processor - Senior	24	Documentation	Engineering
Documentation Spec I	25	Documentation	Engineering
Documentation Spec II	26	Documentation	Engineering
Documentation Spec III	27	Documentation	Engineering
Documentation Spec IV	28e	Documentation	Engineering
Configuration Analyst	25	Documentation	Engineering
Configuration Analyst - Senior	28	Documentation	Engineering
DCN/ENO Coordinator - Senior	27e	Documentation	Engineering
DCN/ENO Coordinator - Lead	28e	Documentation	Engineering
Facility Engineer	26	Elec Engineer	Engineering
Industrial Eng Tech	25	Engineer Tech	Engineering
Project Engineer	29	Mfg Engineer	Engineering
Project Engineer - Senior	27e	Industrial Engr	Engineering
Design Liaison Eng	25	Liaison	Engineering
Design Liaison Eng - Senior	26	Liaison	Engineering
Design Liaison Eng - Lead	27	Liaison	Engineering
Mfg Sys Eng	26	Mfg Engineer	Engineering
Electrical Mfg Engr	28e	Mfg Engineer	Engineering
Associate Manufacturing Engineer	26	Mfg Engineer	Engineering
Mfg Engineer	28a	Mfg Engineer	Engineering
Product Engineer	27	Product Engineer	Engineering
Product Engineer - Senior	29e	Product Engineer	Engineering
Product Engineer - Lead	29a	Product Engineer	Engineering
Tooling Engineer	25	Product Engineer	Engineering
ISO Administrator	23	Admin Asst	Engineering
Product Quality Auditor	25	Quality	Engineering
Product Quality Auditor - Senior	26	Quality	Engineering

Product Quality Auditor – Lead	27	Quality	Engineering
Supplier Quality Assurance Engineer	26	Quality	Engineering
Quality Engineer	26	Quality	Engineering
Product Reliability Analyst	26	Reliability	Engineering
Product Reliability Engineer	26	Reliability	Engineering
Reliability Engineer – Electrical	27	Reliability	Engineering
Process Engineer - Quality	26	Quality	Engineering
M/C Analyst	24	Documentation	Engineering
HR Coordinator	22	Administrative	Human Resources
Benefits Coord - Associate	23	Ben, Health, & Safety	Human Resources
Nurse – Emp Healthcare	24	Ben, Health, & Safety	Human Resources
Training Facilitator	24	Training	Human Resources
Logistics Packaging Clerk	23	Administrative	Materials
Purchasing Sys Coord	23	Administrative	Materials
Maintenance Planner - Assoc	24	Maintenance	Materials
Maintenance Planner	25	Maintenance	Materials
Mat/Planner Exp - Assoc	24	Planning	Materials
Mat/Planner Expeditor	26	Planning	Materials
Mat Planner	23	Planning	Materials
Logistics Planner	24	Planning	Materials
Pilot/Fleet Coordinator	24	Planning	Materials
DCN Coordinator	26	Planning	Materials
Material Logistics Spec	25	Planning	Materials
Packaging Analyst	25	Planning	Materials
Buyer – Senior	26	Planning	Materials
PMC Administrator	26	PMC	Materials
Process Engineer/Materials	26	Planning	Materials
Sales Engineer	27	Sales Admin	Sales
Sales Administrator	25	Sales Admin	Sales
Order Engineer Prog Spec	26	Sales Admin	Sales

in classification after job grade denotes a exempt employees eligible for overtime and travel pay only as provided in Article 32, Section 1 and Letter #12, respectively
Bold – Dunder's job as a Skilled Trades Classification
 Salared Bargaining Unit Classifications are defined by job descriptions

**NRV SALARIED BARGAINING UNIT
ANNUAL SALARIES**

GRADE	3/17/08	3/17/09	3/17/10
21	\$29,262	\$29,848	\$30,445
22	\$33,902	\$34,580	\$35,272
23	\$38,082	\$38,844	\$39,621
24	\$43,602	\$44,474	\$45,364
25	\$50,002	\$51,002	\$52,022
26	\$57,402	\$58,550	\$59,721
27	\$61,702	\$62,936	\$64,195
28	\$66,112	\$67,435	\$68,793
29	\$76,172	\$77,696	\$79,250
30	\$87,852	\$89,609	\$91,402

SECTION 1. Rates of Pay for New Jobs

When Management establishes a new classification, the Union and the Company will negotiate a rate of pay for new classifications. The parties will review all pertinent information regarding the grade level of the new classifications, including the grade level of similar classifications relative to:

- The types of levels of skills required
- The scope of responsibility
- The level of knowledge and/or education required
- Competitive positions within the industry and/or other market data
- Internal equities

SECTION 2. New Classifications/Grade Levels

In the event the parties cannot agree as to the grade level of the classification, management will establish a grade level for the new classification.

SECTION 3. Grade Level Disputes

The Union may file a grievance protesting the grade level of the new classification. The grievance may be processed up to and including arbitration.

ARTICLE 39 – RELIEF AND REST PERIODS
(See Common Agreement)

ARTICLE 40 – PRODUCTION STANDARDS
(See Common Agreement)

ARTICLE 41 – SEPARABILITY OF PROVISIONS
(See Common Agreement)

ARTICLE 42 – WAIVER
(See Common Agreement)

ARTICLE 43 – EFFECTIVE DATE/TERMINATION
(See Common Agreement)

**ARTICLE 44 – MEMORANDUM OF UNDERSTANDING REGARDING
SUBSTANCE ABUSE**
(See Common Agreement)

ARTICLE 45 – QUALITY INCENTIVE PROGRAM
(See Common Agreement)

ARTICLE 46 – ATTENDANCE
(See Supplemental Letter #5)

ARTICLE 47 – SUCCESSORS
(See Common Agreement)

ARTICLE 48 - TEMPORARY/CONTRACT EMPLOYEES

The Company maintains the right to utilize temporary or contract workers when needed. The Company will notify the Union in writing of the expected duration of the assignment, the area to be worked, and the temporary or contract worker's name one (1) week prior to the temporary or contract worker beginning the assignment.

In the event that a job is vacant due to an employee being on vacation, the Company will first attempt to cover the vacancy by temporarily assigning a Salaried Bargaining Unit employee to the job. In the event that a temporary assignment is not practical, the Company may fill the vacancy with a temporary employee upon mutual agreement.

Temporary or contract workers will not be retained longer than 180 days, unless mutually agreed upon by the Parties to extend this period. Immediately after 180 days, Management will declare the job in question as being an open job, subject to the Job Bidding Procedure in Article 15, or that the job is no longer needed, in which case the temporary or contract worker would be released.

In the event that a temporary or contract worker is performing a project-related assignment, the maximum time period referenced in the paragraph above shall be 270 days or the length of the project, whichever comes first. Such time period may be extended by mutual agreement of the Parties.

Projects are assignments that entail major plant rearrangements, expansions, product facelifts, quality or cost improvement initiatives, or system changes that fall outside of the normal day-to-day operating activities of the plant.

**LETTER OF UNDERSTANDING #1
MAINTAINING EMPLOYMENT GROUP (MEG)**

March 17, 2008

Originally Issued – January 29, 1999

Revised February 1, 2005

Revised March 17, 2008

Mr. **Nicky Twine**

Chairperson, Local 2069, UAW

PO Box 306

Dublin, VA 24084

Dear Mr. **Twine**:

The Company and Union have agreed upon the following provisions regarding the issue of job security for the Salared Bargaining Unit, during the period of this Agreement. The Company agrees to maintain active employment for **100** employees throughout the term of this Agreement. However, the MEG number may be reduced but only for up to a total of seventy-two (72) workweeks.

Recognized exceptions to **MEG protection** are those occasions when there are material shortages from suppliers or inter or intra-Corporations facilities, breakdowns of machinery or equipment, power failure, acts of God, labor dispute, or other conditions beyond the control of the Company necessitates a reduction in force, wherein employees will be laid off as their job assignments are completed and recalled as their jobs open up. Should the conditions that necessitated the layoff exceed two (2) calendar weeks, the Company agrees to meet with the Union to share all pertinent information and to mutually agree to an extension. Furthermore, if volume-related market conditions and the Company's sales position require adjustment to the build rate, the Company may reduce the workforce **without incurring MEG liability**.

Should attrition occur within the maintained employment group from death, retirement or resignation, the MEG number shall be reduced by one (1) for every one (1) such separation.

The MEG number shall be increased by one (1) for each employee who is recalled from a layoff which occurred prior to February 1, 2005 and increased by one (1) for every two (2) employees who are newly hired and after such employee works for fifty-two (52) weeks.

When a senior employee becomes absent due to an approved leave of absence, the MEG protection shall apply to those most senior actively at work employees who then comprise the MEG protected group as determined by the MEG number at that time.

Prior to implementing any reduction in force, the Company may elect to utilize these employees on alternative work activity, such as the following:

- 1) Place in a training program, if applicable

- 2) Use as a replacement to facilitate the training of another employee
- 3) Provide a job assignment which may be non traditional within or outside the bargaining unit

The plant Human Resources department shall maintain an up-to-date record of the administration of the MEG number and will provide a copy to the Salary Chairperson upon request at reasonable times.

Sincerely,

Denise Hughes
Manager, Human Resources

**LETTER OF UNDERSTANDING #2
NEW TECHNOLOGY
NEW TECHNOLOGY
March 17, 2008**

Originally Issued – January 11, 1999

Revised February 1, 2005

Re-issued – March 17, 2008

Mr. Chuck Vance
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Vance:

During the course of the 2005 contract negotiations, the Parties have discussed the introduction of new technology within the workplace. The Union expressed their concern regarding the introduction of new technology and the affects it could have on the employees within the Bargaining Unit.

The Parties agree that the Company will train employees on new or changing technology required for their job in efforts to maximize opportunities for employees to progress with advancing technology. The Parties will seek to identify specialized training programs so that employees may become capable of performing work that is currently being performed within the Bargaining Unit. The Company will notify the Union at such time that it becomes aware that new technology will have an effect on bargaining unit jobs. The Company will not use new technology to move bargaining unit work to non-bargaining employees.

The Company commits that in the event that new technology eliminates a Salaried Bargaining Unit position, the Company will offer reasonable on-the-job training to such affected employees(s) to afford them the opportunity to fill an existing Salaried Bargaining Unit vacancy which has not been filled through the procedure in Article 15, provided they possess the basic skills, education, and experience required for the position.

Sincerely,

Bill Webb
Manager, Human Resources

LETTER OF UNDERSTANDING #3
CLASSIFICATION DELETION
March 17, 2008

Originally Issued – February 1, 2008
Re-issued – March 17, 2008

Mr. Nicky Twine
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Twine**:

During the course of the 2005 negotiations, the Parties agreed to delete the following job classifications from Article 39:

Admin Asst I
Accounting Clerk – Senior
Accounting Coord – Senior
QA Coord (A) – Senior
QA Coord (C) – Senior
Design Checker – Assoc
Designer – Assoc
Industrial Eng Tech B
Engineer - Associate

During the course of the 2008 negotiations, the Parties agreed to delete the following job classifications from Article 38:

Fiscal Administrator
Order Processor
Microfilm Distribution Operator
Engineer – Principal
Material Control Clerk
Logistics Specialist – Senior
Engineering System Specialist

Should the work that was performed by these classifications need to be performed in the future, such work shall belong to the Salaried Bargaining Unit.

Sincerely,

Denise Hughes
Manager, Human Resources

**LETTER OF UNDERSTANDING #4
AUTOMATIC PROGRESSION
March 17, 2008**

Originally Issued – January 11, 1999

Re-issued – March 17, 2008

Mr. **Nicky Twine**
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Twine**.

During negotiations the Company/Union agreed the following graded jobs will have automatic progression to next grade/job.

DCN/ENO Processor to Senior DCN/ENO Processor in one year.

PLC Electrical Tech to PLC Electrical Engineer in one year

Associate Matenal Planner Expeditior to Matenal Planner Expeditior in one year.

Design Liaison to Senior Design Liaison in one year

Documentation Specialist I to Documentation Specialist II in one year

Configuration Analyst to Sr. Configuration Analyst in 18 months.

Sincerely,

Denise Hughes
Manager, Human Resources

**LETTER OF UNDERSTANDING #5
CASUAL ABSENCE
March 17, 2008**

Originally Issued – January 11, 1999
Revised – March 17, 2008

Mr. Nicky Twine
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Twine,

The Corporation will continue to pay salaried unit employees for casual absences when such absences are for justifiable and proper reasons, including but not limited to, personal illness, serious illness in the immediate family and other absences normally considered as being unavoidable. The Corporation has not established a fixed maximum for which an employee will be paid for absences, however, the Corporation retains the right to deny pay for absences for employees, if accumulated absences become unreasonable in number. **The Company** will advise the employee of the denial of pay at the time **the employee returns to work**. Such absences shall be determined on the basis of each individual case.

Sincerely,

Denise Hughes
Manager, Human Resources

**LETTER OF UNDERSTANDING #6
EXEMPT OVERTIME
March 17, 2008**

Originally Issued ~ January 11, 1999
Re-issued ~March 17, 2008

Mr. Chuck Vance
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Vance

If work is required of exempt employees beyond the normal work schedule, a volunteer assignment shall be solicited first. If unable to fill the need in this manner, the least senior exempt person in the classification qualified to do the job shall be mandatorily assigned. Exempt employees will not be mandated to work on holidays

Sincerely,

Bill Webb
Manager, Human Resources

LETTER OF UNDERSTANDING #7
FLEX TIME
March 17, 2008

Originally Issued – January 11, 1999
Re-issued – March 17, 2008

Mr. Chuck Vance
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Vance:

During the course of the 2005 negotiations, discussions were held regarding the development of Flex Time schedules for certain departments within the organization.

It is mutually agreed that during the life of this Agreement, the parties will explore the possibility of establishing a Flex Time policy for departments where the concept could be applicable. It is further understood that any Flex Time arrangement must be mutually agreed upon by both parties.

Sincerely,

Bill Webb
Manager, Human Resources

LETTER OF UNDERSTANDING #8
JOB DESCRIPTIONS
March 17, 2008

Originally Issued – January 11, 1999
Revised February 1, 2005
Revised – March 17, 2008

Mr. Nicky Twine
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr Twine:

The purpose of the job description is to provide enough information regarding the major responsibilities of the job to allow the Company to accurately assign a grade to the job, and to list the education, skills, and experience required for the position. The job description is not intended to be an exhaustive list of job activities.

The Company and Union agree that the job description is the only approved documentation of Salaried Bargaining Unit jobs, and that other documentation shall not be used to erode SBU work.

The Company and the Union agree that job descriptions do not in all cases reflect the correct information. The Company and the Union agree to jointly review and update job descriptions in a timely manner. When the Parties agree that the job responsibilities, education, skills, or experience required has changed in a substantive manner, the Company will provide an updated written copy of the job description within thirty (30) calendar days.

In revising job descriptions, the Company will solicit the Union's input into the content of the revised description. The Parties will make a good faith effort to achieve mutual agreement on the job description's content. If the Parties cannot agree, the job description as drafted by the Company will be reviewed by the Assistant Director UAW Heavy Trucks Department and the Corporation's Director of Workforce Performance. If these individuals cannot agree on the job description's content, the issue can be taken to arbitration to determine the reasonableness of the description.

The Company/Union agrees to change the job value in cases where the job description indicates the need.

Revised job descriptions will be evaluated by the Company utilizing the criteria in Article 38. If the change in the job description results in a change in the job value with agreement between the Company and the Union the grade of the job will be changed in accordance with Article 38.

Sincerely,

Denise Hughes
Manager, Human Resources

LETTER OF UNDERSTANDING #9
PAYMENT OF SALARY
March 17 2008

Originally Issued – January 11, 1999
Re-issued – March 17, 2008

Mr. Chuck Vance
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Vance.

The parties have held extensive discussion regarding the method of payment of salaries to salaried Bargaining Unit employees.

Management stated that salaried Bargaining Unit employees will be paid twice a month (15th and the last day of the month).

Sincerely,

Bill Webb
Manager, Human Resources

LETTER OF UNDERSTANDING #10
RELIEF AND REST PERIODS
March 17, 2008

Originally Issued – January 11, 1999
Re-issued – March 17, 2008

Mr. Chuck Vance
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Vance:

In the course of negotiations, discussions were held concerning relief and rest periods.

Both parties recognized that the principal of providing a ten minute personal break in the morning and afternoon is acceptable. We also agreed that with a salaried work force, certain flexibility needs to be retained to assure that a smooth flow of work prevails.

Nothing herein shall entitle any employee additional compensation as a result of working through a break period or allow anyone to leave work early.

Sincerely,

Bill Webb
Manager, Human Resources

LETTER OF UNDERSTANDING #11
SUPERVISOR WORKING/EROSION OF BARGAINING UNIT
March 17, 2008

Originally Issued – January 11, 1999
Revised – March 17, 2008

Mr. **Nicky Twine**
Chairperson, Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. **Twine**:

The parties have held extensive discussions regarding non-bargaining unit employees performing bargaining unit work. The Union stated it was concerned with the erosion of the bargaining unit by assigning work to non-bargaining unit employees on a regular basis. The Union feels that this practice would severely erode the bargaining unit over time.

Management stated it was concerned with disrupting the normal process of work within the salaried functions since many job assignments and tasks are similar in nature and execution between non-bargaining and bargaining unit employees. Additionally, non-bargaining unit employees may be required to perform work that is normally performed by bargaining unit employees on a temporary basis due to various operation conditions

In light of the concerns of both parties, Management stated that it will not erode the bargaining unit by permanently assigning work normally assigned to bargaining unit employees to non-bargaining unit employees. **In addition, while the Parties recognize that overtime is not always a practical solution to meeting operational requirements, Management will consider offering overtime opportunities to bargaining employees in lieu of supervisors performing the work.** Examples of work situations which fall in the area of non-erosion of the bargaining unit include; but are not limited to:

Necessary work in time of emergencies which does not result in the displacement of bargaining unit employees at work who are qualified to perform the work.

Necessary work for purposes of instruction or training, including demonstrating the proper method to accomplish the task assigned.

Experimental work and analysis which may lead to improved methods or practices.

Normal use of the copy machine, fax, personal computers or other reproduction devices.

Necessary work in times of vacations or absences of a short duration which does not result in the displacement of bargaining unit employees.

Any questions or issues regarding this subject should be directed to the Human Resources Department.

Sincerely,

Denise Hughes
Manager, Human Resources

LETTER OF UNDERSTANDING #12
TRAVEL TIME
March 17, 2008

Originally Issued – January 11, 1999

Revised - February 1, 2005

Re-issued – March 17, 2008

Mr. Chuck Vance
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Vance:

In an effort to assure the consistent application of travel time policy the following applies:

Non-exempt employees traveling on Company business will be paid their normal work hours which corresponds to their normal work day of the week in which they travel and overtime compensation, if eligible. Additionally, non-exempt employees traveling on Company business are eligible for overtime compensation when travel is required and occurs on Saturday, Sunday or a specified holiday for hours which correspond to normal work hours on other days of the week.

Exempt employees traveling on Company business will be paid straight time, up to a maximum of four (4) hours per day, for travel on other than normal work days (i.e. Saturdays, Sundays, and holidays)

Sincerely,

Bill Webb
Manager, Human Resources

LETTER OF UNDERSTANDING #13
Temporary Assignment Off-Shift
March 17, 2008

Mr. Nicky Twine
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Twine:

It is understood that, before temporarily assigning an employee to a different shift, the Company shall first attempt to utilize employees within the same classification and shift to perform the work in question.

When it becomes necessary to temporarily assign a Salary Bargaining Unit employee to a different shift, the Company shall notify the Union of the expected length of the assignment and the nature of the work to be performed. The following guidelines shall then apply:

- a) **The Company will solicit volunteers from the same classification on a different shift who are capable of performing the work.**
- b) **If there are not capable volunteers within the classification, the Company will solicit volunteers from within the department that are capable to perform the work.**
- c) **If there are no capable volunteers within the department, the Company will then solicit volunteers from within the entire Salary Bargaining Unit that are capable to perform the work.**
- d) **If no capable volunteers are assigned using the above guidelines, the Company shall assign the least senior employee who is capable of performing the work from within the same classification and department on another shift.**

A one week notice will be given to the employee being considered for assignment off-shift. Such employee may be assigned in less than one week if the employee agrees.

Temporarily assigned employees will not be retained on an off-shift for more than forty-five (45) days unless the Parties mutually agree to extend the time period.

The Parties recognize that in certain situations a capable employee who has been identified for assignment may not be available to be released for the assignment due to the criticality of the work he is currently performing.

Any exceptional case concerning the above provisions will be decided upon between the Union and Company.

Sincerely,

Denise Hughes
Manager, Human Resources

LETTER OF UNDERSTANDING #14
CLASSIFICATION COMBINATION
MARCH 17, 2008

Mr. Nicky Twine
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Twine

During the course of the 2008 negotiations, the Parties agreed that certain job classifications would be combined as follows:

1. **Material Planner Expeditor**
Material Planner Expeditor – Major
Excess Material Coordinator

All job duties will be combined into the classification titled Material Planner Expeditor and the other two job titles will be eliminated.

2. **Administrative Assistant**
IE Coordinator
Quality Coordinator
Material Coordinator
Scheduling Clerk

All job duties will be combined into the classification titled Administrative Assistant and the other four job titles will be eliminated.

The combination of the above job classifications shall not result in the movement of any current bargaining unit work from those classifications to the non-bargaining unit.

Sincerely

Denise Hughes
Manager, Human Resources

LETTER OF UNDERSTANDING #15
MOVEMENT OF WORK BETWEEN CLASSIFICATIONS
MARCH 17, 2008

Mr. Nicky Twine
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Twine:

The Parties recognize that there will be instances where work will be eliminated due to circumstances such as process improvements or new technology. In such cases, the work remaining within the affected classification may be moved to other classifications within the Salaried Bargaining Unit. The Company will first attempt to move the remaining work to another classification within the same department. The remaining work will only be moved to a classification within another department if the work logically fits with the classification in the other department.

If the majority of the remaining work within the classification is moved to another single classification within the department whose grade is equal to or lower than the classification the work is moving from, the affected employee(s) shall have the opportunity to move to that classification, provided they have the necessary seniority to do so and meet the minimum requirements of the classification. Should the employee not meet these criteria, or should the work be moving to a higher-graded classification, the employee shall be processed in accordance with Article 17, Section 3.

If the majority of the remaining work within the classification is moved to another single classification outside of the department, the Parties shall meet to discuss the manner in which the affected employee is processed.

Should the work that was eliminated need to be performed in the future, such work shall be performed by the Salaried Bargaining Unit. At no time during the life of this agreement shall Salary Bargaining Unit work be transferred to the Hourly Bargaining Unit.

Sincerely

Denise Hughes
Manager, Human Resources

LETTER OF UNDERSTANDING #16
OVERTIME EQUALIZATION
MARCH 17, 2008

Mr. Nicky Twine
Local 2069, UAW
PO Box 306
Dublin, VA 24084

Dear Mr. Twine:

During the course of the 2008 negotiations, the Union expressed concern that the overtime equalization process was not being applied consistently across departments. The Company commits to train all managers and supervisors who have responsibility for overtime equalization to ensure consistency of application across departments. This training will occur as soon as is practical after the signing of this Agreement.

Sincerely

Denise Hughes
Manager, Human Resources

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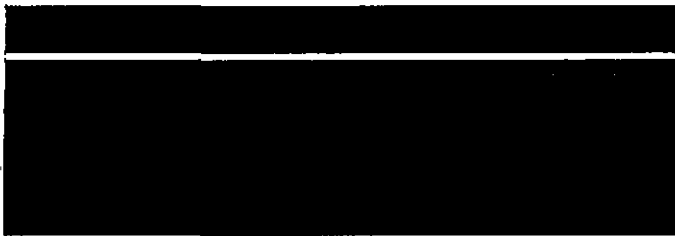
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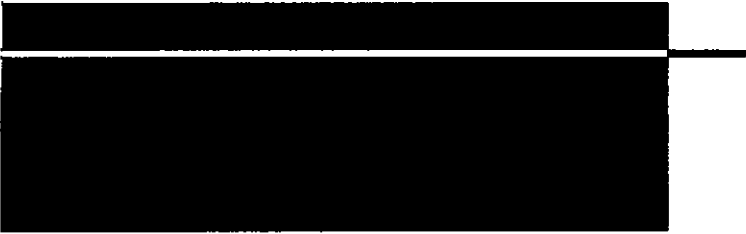
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