

# **AGREEMENT**

BETWEEN

 **lin Corporation**

AND

**District No. 9,  
International Association Of  
Machinists And Aerospace Workers,  
AFL-CIO**

**December 8, 2008**

**To**

**December 11, 2011**



# 2010

JANUARY							APRIL							JULY							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2					1	2	3					1	2	3						1	2
3	4	5	6	7	8	9	4	5	6	7	8	9	10	4	5	6	7	8	9	10	3	4	5	6	7	8	9
10	11	12	13	14	15	16	11	12	13	14	15	16	17	11	12	13	14	15	16	17	10	11	12	13	14	15	16
17	18	19	20	21	22	23	18	19	20	21	22	23	24	18	19	20	21	22	23	24	17	18	19	20	21	22	23
24	25	26	27	28	29	30	25	26	27	28	29	30		25	26	27	28	29	30	31	24	25	26	27	28	29	30
31																					31						
FEBRUARY							MAY							AUGUST							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6						1	1	2	3	4	5	6	7			1	2	3	4	5	6
7	8	9	10	11	12	13	2	3	4	5	6	7	8	8	9	10	11	12	13	14	7	8	9	10	11	12	13
14	15	16	17	18	19	20	9	10	11	12	13	14	15	15	16	17	18	19	20	21	14	15	16	17	18	19	20
21	22	23	24	25	26	27	16	17	18	19	20	21	22	22	23	24	25	26	27	28	21	22	23	24	25	26	27
28							23	24	25	26	27	28	29	29	30	31					28	29	30				
							30	31																			
MARCH							JUNE							SEPTEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6		1	2	3	4	5				1	2	3	4				1	2	3	4	
7	8	9	10	11	12	13	6	7	8	9	10	11	12	5	6	7	8	9	10	11	5	6	7	8	9	10	11
14	15	16	17	18	19	20	13	14	15	16	17	18	19	12	13	14	15	16	17	18	12	13	14	15	16	17	18
21	22	23	24	25	26	27	20	21	22	23	24	25	26	19	20	21	22	23	24	25	19	20	21	22	23	24	25
28	29	30	31				27	28	29	30				26	27	28	29	30			26	27	28	29	30	31	

# 2011

JANUARY							APRIL							JULY							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1						1	2						1	2							1		
2	3	4	5	6	7	8	3	4	5	6	7	8	9	3	4	5	6	7	8	9	2	3	4	5	6	7	8		
9	10	11	12	13	14	15	10	11	12	13	14	15	16	10	11	12	13	14	15	16	9	10	11	12	13	14	15		
16	17	18	19	20	21	22	17	18	19	20	21	22	23	17	18	19	20	21	22	23	16	17	18	19	20	21	22		
23	24	25	26	27	28	29	24	25	26	27	28	29	30	24	25	26	27	28	29	30	23	24	25	26	27	28	29		
30	31																				30	31							
FEBRUARY							MAY							AUGUST							NOVEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5		1	2	3	4	5	6	7		1	2	3	4	5	6			1	2	3	4	5		
6	7	8	9	10	11	12	8	9	10	11	12	13	14	7	8	9	10	11	12	13	6	7	8	9	10	11	12		
13	14	15	16	17	18	19	15	16	17	18	19	20	21	14	15	16	17	18	19	20	13	14	15	16	17	18	19		
20	21	22	23	24	25	26	22	23	24	25	26	27	28	21	22	23	24	25	26	27	20	21	22	23	24	25	26		
27	28						29	30	31					28	29	30	31				27	28	29	30					
MARCH							JUNE							SEPTEMBER							DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5				1	2	3	4							1	2	3						1	2	3
6	7	8	9	10	11	12	5	6	7	8	9	10	11	4	5	6	7	8	9	10	4	5	6	7	8	9	10		
13	14	15	16	17	18	19	12	13	14	15	16	17	18	11	12	13	14	15	16	17	11	12	13	14	15	16	17		
20	21	22	23	24	25	26	19	20	21	22	23	24	25	18	19	20	21	22	23	24	18	19	20	21	22	23	24		
27	28	29	30	31			26	27	28	29	30			25	26	27	28	29	30		25	26	27	28	29	30	31		



**YOU MUST REPORT OFF  
IF UNABLE TO WORK.**

**Call 618-258-3100 and make sure to get  
your confirmation number.**

**AGREEMENT**

**between**

**OLIN CORPORATION**

**and**

**DISTRICT NO. 9,  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO**

**December 8, 2008**

**to**

**December 11, 2011**

## TABLE OF CONTENTS

<b>Article</b>	<b>Page</b>
Preamble .....	1
1. Recognition of Bargaining Representative.....	1
2. Union Security .....	2
3. Union Affairs.....	4
4. Labor Relations.....	9
Section 4.1: Disciplinary Action .....	9
Section 4.2: Grievances.....	10
Section 4.7: Submission to Arbitration.....	14
5. Conditions Of Employment .....	17
6. Seniority .....	24
Section 6.1: Basic Principles.....	24
Section 6.7: Application of Seniority .....	31
a. Applying	
Occupational Group Seniority .....	31
b. Posting & Filling Vacancies .....	31
c. Temporary Openings .....	35
d. Temporary Shutdown.....	36
e. Curtailment (All Units) .....	37
Production Workers.....	41
Mechanical .....	47
7. Work Schedules.....	52
8. Wages .....	54
9. Holidays.....	69
10. Vacations .....	71
11. Leaves Of Absence .....	79
12. Management Rights .....	82
13. Funeral Leave .....	83

<b>Article</b>	<b>Page</b>
14. Insurance.....	84
15. Retirement .....	84
16. CEO Plan.....	85
17. Nondiscrimination .....	85
18. Contracting Out .....	85
19. Educational Assistance .....	85
20. Term of Agreement .....	85

**Exhibit**

A. Authorization For Wage Deduction .....	91
B. Authorization For Wage Deduction .....	93
C. Training or Step-In-The-Bracket Time .....	94

**AGREEMENT BETWEEN  
OLIN CORPORATION  
AND  
DISTRICT NO. 9,  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO**

**PREAMBLE**

THIS AGREEMENT by and between OLIN CORPORATION, a corporation of the Commonwealth of Virginia, with an office and place of business in East Alton, Illinois, its successors and assigns, Party of the First Part, hereinafter called the "COMPANY," and DISTRICT NO. 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, Party of the Second Part, hereinafter called the "UNION".

**WITNESSETH THAT:**

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees covered by this Agreement and the Company, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1 – RECOGNITION OF  
BARGAINING REPRESENTATIVE**

**Section 1.1: Recognition**

The Company hereby recognizes the Union, District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO, pursuant to the Labor Management Relations Act, as amended, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for all Employees in production, inspection, tool and machine shops, machine maintenance, laboratories, and their respective group leaders and lead men, production, tool and machine shop clerical Employees, and all other Employees at its East



Alton plant heretofore recognized as being covered by the Agreement dated August 28, 1946, between the Company and the Union, but excluding supervisors and foremen and all guards, administrative and executive clerical employees, timekeepers, stenographers and typists on the factory payroll, professional employees, firefighters, and all employees represented by the International Chemical Workers Union, Local No. 6C; the Western Employees' Trades Council, AFL-CIO; the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 649; and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 553, AFL-CIO.

### **Section 1.2: Reference to Employees**

The Employees represented by the Union and covered by this Agreement are sometimes hereinafter collectively referred to as the "Employees" or individually as the "Employee".

### **Section 1.3: Male and Female Employees**

- a. The status of male and female Employees shall be equal under the terms of this Agreement.
- b. The pronouns "he", "his", and "him", as used in this Agreement, refer to both male and female Employees.

## **ARTICLE 2 – UNION SECURITY**

### **Section 2.1: Considerations**

In consideration of the Company's willingness to the inclusion of the following provisions governing union security, the Union recognizes that the Company has agreed to this provision for the duration of this Agreement because of the Union's claim that higher productivity per man hour, a higher level of morale among workers, higher levels of efficiency, increased cooperation between union stewards, union committee members, Employees and supervisors and more efficient attention to the mutual interest of the Company and the Union by Employee-Union representatives will result from such provisions. It is also mutually agreed and understood that the Union will require its Employee representatives, such as union stewards and committee members, to perform their duties as representatives in accordance with the constitution and by-laws of the International Association of Machinists and Aerospace Workers, AFL-CIO, and in accordance with the Shop Stewards' Manual published and provided by the

International Association of Machinists and Aerospace Workers, AFL-CIO; and the Company will require its representatives to perform their duties in accordance with the spirit and understanding between the Company and the Union regarding the application of this Working Agreement. In consideration of these mutual promises, the following union shop provision will become effective:

**Section 2.2: Union Shop**

The Company shall require as a condition of continued employment, membership in the Union by each Employee upon completion of 30 calendar days of employment after the effective date of this Agreement, or upon completion of 30 calendar days of employment after the signing of this Agreement, whichever is later.

**Section 2.3: Indemnity**

The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company under this Article in reliance upon representation by the Union that an Employee may be lawfully discharged under this Part or upon a wage deduction authorization submitted by the Union under Section 2.4 or 2.5 so long as the action taken does not result from erroneous information provided by the Company.

**Section 2.4: Dues Deduction**

- a. The Company agrees to deduct Union dues from the wages of those Employees who have voluntarily signed wage deduction authorizations (Exhibit A) covering the payment of their regular dues in the Union. Such forms shall be filled out at the Union office.
- b. After receipt by the Company of the wage deduction authorization, such deductions shall be made from wages earned during the first two full pay periods of each calendar month in payment of dues for the following month.
- c. Deductions for Union dues, CEO Plan, etc., shall be made from vacation pay advances in accordance with the procedure furnished to the Union on October 29, 1971.
- d. The Company will not deduct Union dues from the wages of an Employee in any pay period in which his earnings, after deducting taxes, and amounts

due the Company, are insufficient to cover the full monthly dues deduction, and the Company will not subsequently deduct for that month's dues.

### **Section 2.5: Initiation Fee Deduction**

- a. The Company agrees to deduct regular initiation fees from the wages of each Employee who has voluntarily signed a wage deduction authorization (Exhibit B) at the office of the Union's Financial Secretary covering the payment of his initiation fee in the Union. Such forms shall be filled out at the Union Office.
- b. Such deduction shall be made from wages earned during the first full pay period following receipt by the Company of such authorization.

### **Section 2.6: MNPL Deduction**

- a. The Company agrees to deduct MNPL contributions from the wages of those employees who have voluntarily signed wage deduction authorization forms which may be obtained and completed at the Union's office.

### **Section 2.7: Remittance**

- a. All sums so deducted shall be remitted to the duly accredited representative of the Union no later than the tenth day of the month following the month in which the deduction was made.
- b. With each remittance, the Company will list the name, clock number and Social Security number of each Employee who has signed a wage assignment and show the amount remitted or the reason for failure to remit.

## **ARTICLE 3 - UNION AFFAIRS**

### **Section 3.1: Recognition of Stewards**

- a. The Business Representative of the Union shall furnish the Company with a complete list of stewards prior to February 1st of each year.
- b. The Business Representative of the Union shall promptly notify the Company of any change in said list.
- c. The Company will not recognize any Employee as a steward until it receives official notification of his selection from the Business Representative of the Union.

- d. The Company will continue to recognize an Employee as a Union Steward until notified by the Business Representative of the Union that said Employee is no longer a Union Steward.

### **Section 3.2: Steward's Duties**

A steward's duties shall include:

- a. Investigation of grievances involving Employees whom he represents; and
- b. Discussion of working conditions and other labor relations matters with his supervisor or other representatives of the Company.

### **Section 3.3: Steward's Time**

- a. A steward shall be afforded such time off the job as may be required for the performance of his duties as outlined in Section 3.2.
- b. Such time shall be limited to 5 hours per week unless more time is approved by the Labor Relations Department.
- c. A steward must obtain his supervisor's permission to leave his job for Union business.

### **Section 3.4: Steward's Jurisdiction**

- a. An Employee having a grievance, and desiring Union representation, must be represented by a steward of his department if one is available.
- b. If there is no Union Unit Steward present, the supervisor will arrange for the presence of a steward from that department or another department or of a Unit Union Committeeman. If present, a steward from the Employee's department and Unit shall be involved in processing a written grievance.
- c. In all other cases, the jurisdiction of each steward shall be limited to the department or departments for which he has been selected.

### **Section 3.5: Number of Stewards**

The number of stewards shall be that which is necessary to provide appropriate representation for the Employees.

### **Section 3.6: Unit Union Committees**

Standing Unit Union Committees shall be established to represent the following groups of Employees in their respective occupational seniority groups:

- (1) Mechanical Departments Unit  
Occupational Groups No. 44
- (2) Production Workers Unit  
Occupational Groups Nos.

2	8	12	17	32
3	9	13	19	45
4	11	15	21	

Any variations, additions, or eliminations in the above applications of the occupational groups within the standing unit committees shall be by mutual agreement between the parties.

**Section 3.7: Composition of Unit Union Committees**

- a. The Mechanical Unit Union Committee shall consist of 3 Employees selected by the Union from Group 44.
- b. For the Production Workers Unit Union Committee, the Union shall select 6 Employees in addition to the Chairperson. The Chairperson shall select any 2 members to serve with him at any given meeting.

**Section 3.8: Recognition of Unit Union Committees**

The Company will not recognize any Employee as a member of the Unit Union Committee until it receives official notification of his selection from the Business Representative of the Union.

**Section 3.9: Pay For Meetings**

The Employee members of Union Unit Committees shall receive their regular rates of pay (inclusive of appropriate shift premium, clothes change, and bath time) from the Company for attending Company-Unit Committee meetings as follows:

- a. Second Step grievance meetings, for such time spent during their regular shift;
- b. meetings requested by the Company, for all time spent; and
- c. meetings requested by the Unit Union Committee, for such time spent during their regular shift.

### **Section 3.10: Representatives May Attend**

Business Representatives of the Union may attend any meetings between the Company and the Unit Union Committee.

### **Section 3.11: Plant Union Committee**

- a. A Plant Union Committee shall be established which shall consist of two Employee members and Business Representatives of the Union.
- b. All members are to be selected by the Union.
- c. One Employee member and at least 1 alternate shall be selected from each of the two Unit Union Committees referred to in Section 3.6.
- d. The Chairperson of each Unit Union Committee will be assigned to a Monday-Friday, straight day schedule.

### **Section 3.12: Recognition of Plant Union Committee**

The Company will not recognize any Employee as a member of the Plant Union Committee until it receives official notification from the Business Representative of his selection.

### **Section 3.13: Pay For Meetings**

The Employee members of the Plant Union Committee shall receive their regular rates of pay (inclusive of appropriate shift premium, clothes change, and bath time) from the Company for attending Company-Plant Union Committee meetings as follows:

- a. Third Step grievance meetings, for such time spent during their regular shift;
- b. meetings requested by the Company, for all time spent; and
- c. meetings requested by the Plant Union Committee, for such time spent during their regular shift.

### **Section 3.14: Meetings on General Matters**

- a. Meetings between the Company representatives and this Committee shall be held promptly upon request by either party for the purpose of considering or endeavoring to adjust any matters or disagreements concerning and affecting the general interest of the Employees, particularly matters not provided for in this Agreement and which may not be subject to the grievance procedure.
- b. If the Union requests a meeting for the purpose of reviewing pending arbitrations, the meeting will be

scheduled within 10 working days. Following the meeting, the Company will respond with its written final position(s) on the matter(s) within 30 days. Within 10 days thereafter, the Union will inform the Company of its acceptance or rejection of the Company's position(s).

**Section 3.15: Authorized Agreements**

Any agreement, which may be arrived at between the Company and the Plant Union Committee, shall be reduced to writing and shall become effective when signed by the Union's Business Representative and the authorized Company representative.

**Section 3.16: Unauthorized Agreements**

No agreement, understanding, or waiver or modification of any of the terms contained herein shall be made with any representative of the Company by any Employee, steward or committee member and in no case shall it be binding upon the Company or the Union unless it is reduced to writing and signed as provided in Section 3.15 above.

**Section 3.17: Written Communications**

All written communications between the Company and the Plant Union Committee shall be channeled through the Director, Labor Relations, or his designee, and the Business Representative.

**Section 3.18: Union Bulletin Boards**

- a. The Company shall maintain locked, glass-enclosed and numbered bulletin boards in all areas of the plant, at locations acceptable to the Company and the Union, where official Union notices may be posted.
- b. Such notices shall contain nothing political or derogatory to the Company and/or any of its affiliated companies, their products, their employees, or any labor organizations among their employees.
- c. Notices for posting on such bulletin boards shall be delivered to the Labor Relations Department for posting and removal on the date specified thereon.
- d. Such notices shall be posted on all Union Bulletin Boards within 2 working days during the regular work week, excluding Saturdays, Sundays and holidays, after receipt from the Union.

- e. The Company will provide the Union with a list of bulletin boards, the official bulletin board numbers, the locations of the bulletin boards and the departments served by the various boards. The Company, thereafter, will advise the Union of any additions or deletions in the list.

## **ARTICLE 4 - LABOR RELATIONS**

### **Section 4.1: Disciplinary Action**

- a. No Employee will be disciplined without just cause. In the event any degree of disciplinary action (excluding verbal warnings) is taken against an Employee, such action shall be clearly stated on a Disciplinary Action Notice. When such a notice is concerned with defective work, the Employee will be shown the work if it is still available in the plant.
- b. The Employee may sign the notice to acknowledge receipt and may write any remarks concerning the notice in the space provided.
- c. If the Employee denies the details of infraction and wishes to have a hearing, he must follow the Grievance Procedure.
- d. A steward (if one is available) shall be present when the notice is delivered and shall sign it to record his presence. The department head or supervisor initiating the disciplinary action shall also be present if at all possible.
- e. A copy of the notice shall be delivered personally to the Employee on Company property.
- f. If the Employee is absent from the plant, he will be notified by letter to his last known address and a copy will be sent to the Business Representative of the Union.
- g. In other than discharge cases, copies of Disciplinary Action Notices will be forwarded to the Business Representative at least once weekly and shall be accompanied by a letter of transmittal identifying the notices by the numbers appearing thereon. In discharge cases, the copy of the notice will be sent to the Business Representative within 72 hours.
- h. When a Disciplinary Action Notice is withdrawn, all Company copies shall be given to the Employee involved for destruction in the presence of a steward within 10 working days. The Business Representative of the Union shall be notified.



- i. In the event the disciplinary action to be taken against an Employee involves possible discharge, before final action is taken, the Employee shall first be suspended until such time as a meeting can be held between the Company and the appropriate Union representative who shall be the Union Unit Chairperson or his alternate and/or the Business Representative. If the Company decision does not then result in either discharge or some other form of disciplinary action, the Employee will be returned to work, made whole for any actual loss in earnings, and the Disciplinary Action Notice that suspended the employee for that discharge hearing will be removed from his record. The parties will strive to hold Discharge Hearings within 7 working days.
- j. Whenever disciplinary action is being taken against an Employee where the action involved the Employee's previous record, Disciplinary Action Notices dated 5 years or more previous to the action will not be considered. It is understood there is one exception to this rule: Any Disciplinary Action Notice which is concerned with any "wildcat strike" activity will at any time be considered as part of the Employee's record.
- k. A Disciplinary Action Notice concerning workmanship (other than those involving suspensions or final warnings) shall be considered void if the Employee has no further written disciplinary action during 1 year of active employment thereafter. Any oral warnings assessed for disciplinary purposes shall be removed if the Employee has no further disciplinary action within (3) months from the date of issuance.
- l. No Employee with 2 years or more of service shall be disciplined for wrong information on the educational portion of his employment application blank.
- m. If the discipline of an Employee for a safety infraction includes a suspension, any time lost by the Employee as a result of an injury will be deducted from the suspension.

#### **Section 4.2: Definition of Grievance**

A grievance is any dispute or difference of opinion between the Company and an Employee regarding the application and interpretation of this Agreement or

any valid and current agreement under Section 3.15 of Article 3.

### **Section 4.3: Grievance Procedure**

A grievance shall be handled as follows:

#### **a. First Step**

- (1) The Employee(s) involved and/or the department steward shall orally present the grievance to the immediate supervisor within 5 working days of the Employee or steward after the occurrence of the basis for the grievance.
- (2) The steward shall be present during the adjustment of the grievance, unless unavailable due to absence from the scene at the plant in which event another steward shall be present.
- (3) The supervisor shall make his decision known within 5 working days thereafter.
- (4) Such steward representation shall be confined to the Union Unit as per Article 3.6 of this Agreement, unless such an appropriate unit steward is not present, and if not, the provisions of Article 3.4-b of this Agreement shall apply.

#### **b. Second Step**

- (1) If the steward is not satisfied with the First Step decision, a written statement of the grievance shall be prepared on a form provided by the Company, signed and delivered to the supervisor within 5 working days thereafter. Supplies of such forms are to be furnished to stewards.
- (2) The grievance must specify the provision of the Agreement which it alleges has been violated. However, the provision may be amended for the final time at the Third Step meeting.
- (3) The supervisor shall indicate the date received and give a receipt.
- (4) Within 3 working days thereafter, a meeting shall be scheduled to resolve the grievance at a time mutually agreed to by the Chairperson of the Unit Union Committee or his Alternate and the appropriate department head or his designee and shall be attended by the following:
  - (a) the Unit Union Committee,
  - (b) the steward, and

- (c) the appropriate department head or his designee.
- (5) The appropriate department head or his designee shall arrange for the presence of the steward. He shall also arrange for the presence of the Employee(s) involved if so requested by the Chairperson of the Unit Union Committee or his Alternate.
- (6) The immediate supervisor may be present if deemed necessary by the Union or Company.
- (7) The department will answer the grievance in writing within 3 working days after such meeting unless additional time is agreed upon by the appropriate department head or his designee and the Unit Union Committee Chairperson or his Alternate.
- (8) If the grievance is not referred to the Third Step, it shall be settled in accordance with the Second Step answer.

c. Third Step

- (1) Failing satisfactory adjustment, the grievance shall be referred to the Third Step by the Unit Union Committee Chairperson or his Alternate within 5 working days after receipt of the Second Step answer.
- (2) Within 15 working days thereafter, a meeting shall be held at which the parties will endeavor to settle the grievance. This 15 working day period is exclusive of the normal vacation period shutdown, the weeks immediately before and after the shutdown, the Christmas-New Year holiday period, the weeks immediately before and after that period, and other periods which may be mutually agreed upon by the parties.
- (3) As nearly as possible, grievances will be scheduled for hearing in the order in which they are received by the Labor Relations Department, as shown by the numbers assigned to the grievances. It is recognized that exceptions to exact numerical order may be necessary and will be allowed within the following parameters:
  - (a) Delay caused by the unavailability of an essential person due to vacation, hospitalization, jury duty, military reserve training, doctor's appointment, or other compelling reason mutu-

ally acceptable to the parties. Such delay may not exceed 30 days beyond the 15 working day period set forth above, at which time the grievance will be scheduled and heard at the next grievance meeting.

- (b) A grievance questioning a discharge is to be scheduled as soon as practicable regardless of the grievance number assigned to it.
- (c) On any given meeting date, the sequence of scheduling is of no consequence.
- (4) Once scheduled, a grievance is not to be delayed or rescheduled due to the absence of any person except for a compelling reason acceptable to both parties. Lacking such reason, the parties will proceed with the meeting as scheduled. If the parties agree to delay the grievance, it will either be scheduled and heard at the next grievance meeting or be forfeited (without precedent) by the party initiating the delay.
- (5) Those in attendance shall be limited to the Plant Union Committee, Labor Relations Representative(s), the immediate supervisor involved (if appropriate), and not more than two other persons for each party. Others may attend if mutually agreed.
- (6) The Company shall deliver an answer to the Union within 5 working days after such meeting. Additional time may be agreed on if requested and granted in writing.
- (7) The grievance shall be settled in favor of the Union if no answer is made within that time. Such settlement shall not constitute a precedent with respect to future cases.
- (8) In the absence of a written request for arbitration within 12 working days after receipt by the Union of the Third Step answer, the grievance shall be settled in accordance with the Company's answer and may not be submitted to arbitration, unless a written request for extension of time is requested and granted.

#### **Section 4.4: Grievance by Business Representative**

- a. The Business Representative of the Union may file a grievance within a reasonable period from the time after such violation is believed to have occurred.

- b. In no event may his privilege be invoked more than 1 month after the Business Representative had knowledge of the incident giving rise to the grievance. The filing of a grievance and data furnished to the Business Representative shall constitute knowledge.
- c. Such grievance shall be initially referred to the Third Step.

#### **Section 4.5: Grievance Concerning Discharge**

- a. A grievance concerning the discharge of an Employee (or a suspension arising out of a discharge hearing) may be filed by a Unit Union Chairperson or his Alternate and shall be initially referred to the Third Step.
- b. Where the matter has already been thoroughly considered in a meeting prior to the discharge action, the Third Step meeting may be waived by mutual agreement of the parties and the Company's Third Step answer shall be delivered to the Union within 5 working days after the date of such mutual agreement.

#### **Section 4.6: Rights Guaranteed by L.M.R.A.**

Nothing contained in this procedure shall be construed to deprive an Employee of any right guaranteed by Section 9(a) of the Labor Management Relations Act, as amended. Once an Employee has placed a grievance in the hands of the Union for processing, he is bound by any settlement or disposition arrived at pursuant to this grievance procedure.

#### **Section 4.7: Submission to Arbitration**

- a. If the Union desires to arbitrate a grievance, a written request shall be delivered within 12 working days after receipt of the Third Step answer, unless a written request for an extension of time is requested and granted.
- b. Within 10 working days after receipt of such request, the Company shall make a written acknowledgment which shall include a proposed submission of the issue raised by the grievance.
- c. Within 1 week after receipt of such submission, the Union shall:
  - (1) accept the proposed submission, or
  - (2) prepare a separate submission and furnish a copy to the Company.

Upon receipt of the Union's notification with regard to options (1) and (2) above, the Company (except in a discharge case) will prepare a joint request that the Federal Mediation and Conciliation Service submit a panel of 7 arbitrators.

- d. Grievances referred to arbitration (other than those concerning discharge) will be scheduled for hearing numerically according to grievance number.
- e. More than 1 grievance may be placed before the arbitrator if the parties so agree.

#### **Section 4.8: Selection of Arbitrator**

- a. Each party shall have the right to reject 1 entire panel, provided the party rejecting notifies the other party within 5 days after the panel is received. In such cases, parties shall request a new panel as soon as possible.
- b. Absent such notice by either party, then within 1 week after receipt of the panel of arbitrators, the parties shall meet and select the arbitrator by alternately striking names until one arbitrator remains.
  - (1) the parties shall, by concurrent written ballot, each strike 2 names from the panel.
  - (2) If this leaves 3 names on the panel, the parties shall, by concurrent written ballot, each strike 1 additional name from the panel.
  - (3) When only 2 names remain, the parties shall, by concurrent written ballot, each strike 1 additional name from the panel.
  - (4) If 1 name remains, that person shall be the arbitrator.
  - (5) If the last ballot provided in (3) above eliminates both remaining names, the parties shall choose between these 2 by lot.

#### **Section 4.9: Hearing and Award**

- a. The arbitrator shall hold a hearing promptly after accepting his appointment.
- b. His award shall be in writing.
- c. The fee and expenses of the arbitrator shall be shared equally by the Company and the Union.
- d. In the event the parties jointly request the services of a court reporter for the preparation of a transcript of the hearing, the fee and expenses of the

reporter shall be shared equally by the Company and the Union. In the absence of a joint request the party ordering the court reporter is responsible for all fees and expenses of the reporter unless the other party wishes a copy of the transcript. In such case, that other party will be responsible for the cost of the additional copy only.

**Section 4.10: Authority of the Arbitrator**

- a. The arbitrator shall not have the authority to pass upon the Company's methods, practices, procedures or its established non-discriminatory safety rules, or plant rules and regulations.
- b. If arbitration is requested for a grievance denying a breach or disregard of such procedures, rules or regulations, the arbitrator shall determine the question of fact of such occurrence.
- c. The arbitrator shall have the right to rule on the degree of any disciplinary action taken by the Company except in cases of proven theft or violation of Article 20. This Section shall apply and shall not be contradicted by any other Section of this Article.
- d. The foregoing provisions of this Section shall not be used for the purpose of evading any other provision of this Agreement.
- e. The arbitrator shall not go beyond what is necessary for the interpretation and application of this Agreement or any Supplementary Agreements under Section 3.15. The arbitrator may consider past practices of the parties where such is necessary in order to interpret the Agreement.
- f. Issues not directly involved in a grievance shall not be decided by the arbitrator.
- g. The schedule of wage rates is not subject to arbitration.

**Section 4.11: Finality of Award**

- a. An arbitration award shall be final and binding as to all issues involved in the grievance.
- b. An award shall prohibit any further grievance by the same grievant based on the same case.

## **ARTICLE 5 - CONDITIONS OF EMPLOYMENT**

### **Section 5.1: Employee Duties**

It is agreed that each Employee in accepting or continuing in the employment of the Company agrees to devote his entire time and his best energies during working hours to the business of the Company; to well and faithfully perform the duties delegated to him by the Company, its superintendents or foremen; to abide by the rules of the Company (which will be posted in conspicuous places in the plants and copies of which will be furnished the Union); to lend the utmost cooperation to the Company, its superintendents and foremen, to the end that his efficiency and productiveness may be increased, waste of material avoided, and the manufacturing cost of any work or article upon which he may be engaged decreased; and in all reasonable ways to advance the welfare and protect the interests of the Company.

### **Section 5.2: Tool Replacement**

The Company shall replace or repair such necessary hand tools furnished by an Employee (including precision tools and tool boxes used in the machinist trade) which may become lost or broken or worn out by normal use in the plant. They will be replaced with tools of comparable quality. This Section shall not apply to any tools broken or worn out by reason of unnecessary abuse.

### **Section 5.3: Clothes Change**

- a. An Employee entitled to change to work clothes shall be given 6 minutes at the beginning of his work shift to change clothes and be at work, and he shall be given 6 minutes at the end of his work shift to change clothes and be at his place of clocking out, or in lieu of the 6 minutes at the beginning of the shift, the times may be combined to become 12 minutes at the end of the shift. In those departments or areas where the time is either separated or combined as of the date of this Agreement, it shall not be changed during the life of this Agreement unless mutually agreed to by the parties.
- b. The Company will furnish all work clothing required by the Company such as coveralls, lab coats, gloves, etc., and shall not change those being furnished



at the signing of this Agreement without mutual consent. Any additions or deletions shall be determined by the Company and the Union and shall be reduced to writing. Any dispute or disagreement on the matter shall be subject to the grievance procedure.

#### **Section 5.4: Bath Time**

- a. An Employee entitled to take a shower bath upon completion of his work shall be given 18 minutes to take a shower, change clothes and be at his place of clocking out. In making determinations as to which Employees are entitled to a shower bath at the end of the shift, the Company shall consider the magnitude of dirt, oil, and chemicals or other substances upon the Employee which make it impossible to change into his regular clothing without taking a shower bath.
- b. If the Company requires any such Employee to remain on the job until he is relieved at the end of his shift, the 18 minutes will be allowed after the end of the shift.
- c. The Company shall furnish soap and towels to any Employee entitled to take a shower bath.
- d. When Company time is granted, an Employee must take a shower bath. Refusal to take the shower bath will result in disciplinary action.

#### **Section 5.5: Wash-Up**

Employees being granted personal wash-up and personal allowance time at the date of this Agreement shall continue to be granted such time unless mutually agreed by the parties.

#### **Section 5.6: Light Duty**

- a. Upon determination by the Medical Department that an Employee, through illness or injury, is unable to perform the duties of any job classification within his occupational group and/or department, the Employee may be given any other available work, for which he is approved by the Medical Department, in any other occupational group, which he is capable of performing.

- b. Such Employee would then be considered as on a leave of absence from the occupational group until such time as the Medical Department determines he is able to resume work in the occupational group.
- c. If the Medical Department determines that it is not advisable for an Employee to work because of a serious illness or injury, the case will be brought to the attention of the Labor Relations Department and the Business Representative of the Union. If it is determined that additional medical information is necessary, which is not available through the Employee's personal physician or the Company Medical Department, the Company will arrange to have the Employee referred to an appropriate physician or specialist for examination only, at no expense to the Employee. In such referral, the Company will allow the Employee to select from a list of medical doctors mutually agreed to by the Union and the Company. After the Company Medical Department has received the outside professional opinion, the Company will confer with the Union to review the matter and will make the outside doctor's report of finding available to the Union. The Company Medical Department will cooperate with the outside doctor in order to arrive at a fair decision.
- d. If the Company denies the Employee any job opportunity, he shall be immediately restored to Weekly Sickness and Accident, Worker's Compensation or Income Protection Plan for which he may be eligible and for which he has not exhausted his benefits.

### **Section 5.7: Cleaning of Equipment**

Cleaning of machinery and equipment shall be done on Company time by either the Employees who normally work on such machinery or equipment or by Employees who clean machinery as part of their job duties.

### **Section 5.8: Drinking Fountains**

The Company will maintain an adequate number of sanitary drinking fountains throughout the plant.

### **Section 5.9: Practices in Effect**

Practices in effect as of the date of this Agreement which historically have been applied to Winchester with respect to Sections 5.2 through 5.8 shall not be changed during the life of this Agreement unless mutually agreed to by the Company and the Union.

### **Section 5.10: Clothes Change Time**

The Company shall determine if such clothes change time is allowed within or outside the work shift, except for Department 4411 - Annealing and Washing, wherein the practice of allowing applicable time outside the shift shall be continued during the life of this Agreement. If the Company changes the clothes change methods in existence at the time of this Agreement during the life of the Agreement, except for the aforementioned department, it shall notify the affected Employees by posting a notice of the change on appropriate department bulletin boards and shall send a copy of said notice to the Union office.

### **Section 5.11: Promotion of Safety**

- a. The Company and the Union will cooperate to the fullest extent to promote safety in the operation of the plant.
- b. The Company and the Union shall establish a safety committee for each of the 4 Union seniority units, consisting of not more than 4 members each from the Company and the Union. Such members are to be selected by the appropriate parties.

### **Section 5.12: Safety Committees**

- a. The Company and the Union shall cooperate in the continuing objective to eliminate accidents and occupational health hazards. The Company shall have the authority and responsibility for the safety and occupational health of its Employees during the hours of their employment. Nothing in this procedure is to be used to circumvent the established normal departmental safety procedures and responsibilities.
- b. Joint Safety Committees for the 2 units: Production Workers and Mechanical Group shall each consist of 4 Union representatives and 4 Management representatives for each of the 2 committees. The representatives shall be selected by each of the parties. A Chairperson is to be selected. Such Chairperson

- shall be alternated each calendar year between the Union and Management representatives.
- c. The following procedure is to be followed in the event a safety suggestion or complaint arises.
- (1) An Employee who has a safety suggestion or complaint should immediately direct it to his supervisor's attention.
  - (2) The supervisor should provide an answer to the Employee as soon as practical under the circumstances present. In the event that an answer is not given immediately, the supervisor is to keep the Employee informed of the status of his suggestion or complaint.
  - (3) If the Employee still thinks a hazard exists, he may request the superintendent of the department to review the situation together with the Employee, supervisor, 1 Safety Committee representative from each party and the Safety Engineer to resolve the problem.
  - (4) If an agreement cannot be reached, the Safety Committee representative and/or Safety Committee Chairperson shall jointly request the Division Loss Prevention Manager to schedule a meeting of the Joint Safety Committee. The meeting request shall state the reason for the meeting.
  - (5) Notices of Joint Safety Committee meetings will be prepared by the Company and sent to all the members. The notice will state the date, time, and place of the meeting and the topic to be discussed. Only those topics announced in the notice will be placed on the meeting agenda.
  - (6) The Union or the Company may request a Joint Safety Committee meeting on general matters of mutual interest, providing, however, that such requests shall not circumvent the basic departmental safety responsibility.
  - (7) Each of the Safety Committees shall conduct a meeting to review the safety activities quarterly.
  - (8) The Company shall prepare and distribute the minutes of each committee meeting to the members of each committee and forward a copy to the Union Business Representative and to the appropriate Union Unit Committee Chairperson.

- (9) The Company shall provide copies of any pertinent data such as Inspection Reports (Internal and External), Accident Reports, Industrial Injury Summaries, Material Safety Data Sheets as required by the Occupational Health and Safety Act, etc., which may be reasonably required for use by each of the Safety Committees. Copies are to be furnished to the Union Business Representative upon request.
- (10) The intent of the Safety Committee is to provide assistance to and cooperation with the Company to eliminate or protect against accidents and occupational health hazards, and it is not the intent of such committees to reduce the duty, obligation or authority of the Company regarding safety and occupational health responsibilities.
- (11) Members of the Union Safety Committee shall be paid for time spent under any provision above during their regular shift except for meetings requested by the Company, in which case Employees will be paid for all time spent.

### **Section 5.13: Company Responsibilities**

For the purpose of maintaining a safe place to work, the Company will:

- a. provide safety shoes wherever required by the Company, subject to the following limitations:
  - (1) The type of shoe shall be prescribed by the Company. The shoes shall be those, or the equivalent, which were being issued at the time this contract was signed.
  - (2) Not more than one pair per calendar year shall be provided (except where more than one pair was being furnished for special reasons as of December 1, 1968).
  - (3) In any area or operation where several styles are approved, an Employee may select from the styles approved and available as provided in (1) above without cost to the Employee.
  - (4) Employees who are required to wear metatarsal shoes will be furnished such shoes as needed.
- b. provide safety glasses (including prescription lenses) wherever required by the Company, subject to the following limitations:

- (1) Employees shall secure and pay for their own examinations and provide prescriptions;
  - (2) Replacement due to prescription changes shall be limited to not more often than once each 2 years, except on those jobs with special vision requirements where replacement due to necessary prescription changes will be made as needed;
  - (3) Glasses damaged in the service of the Company shall be replaced as necessary, including the repair or replacement of frames;
  - (4) In the event an Employee needs a prescription change more often than 2 years, the Company shall provide the frame and the Employee will be allowed to purchase the lenses through the Company;
- c. provide protective devices wherever possible;
  - d. properly instruct Employees in all safety procedures and maintain proper discipline to insure safety and careful workmanship;
  - e. maintain alert inspection to discover and repair defective equipment;
  - f. furnish proper first aid and required medical treatment in connection with plant injuries and render medical assistance or advice when deemed necessary in non-industrial injuries or illnesses.

#### **Section 5.14: Employee Responsibilities**

Each individual Employee shall have the responsibility to:

- a. comply with safety rules and regulations,
- b. perform his work in a safe and careful manner,
- c. wear protective equipment required on his job and furnished by the Company,
- d. be alert to discover unsafe or defective equipment,
- e. report promptly any defective or dangerous condition to his supervisor, and
- f. in all other ways promote safety by individual effort and in cooperation with the Company.

#### **Section 5.15: Department of Defense Requirements**

Any regulations which may be issued by the Department of Defense requiring defense contractors to maintain a drug-free workforce will be complied with.

The Company will notify the Union of this and will meet and attempt to negotiate with the Union an acceptable program within the Department of Defense guidelines.

## **ARTICLE 6 - SENIORITY**

### **Section 6.1: Basic Principles**

#### a. Seniority and Qualifications

In applying the principle of seniority as set forth in the following provisions of this Article, seniority shall be the determining factor so long as the factors of safety, efficiency, aptitude and ability to do the job are approximately equal among the affected Employees.

#### b. Determining Qualifications

Whenever there is no other basis for determination of the relative qualifications of Employees for promotion or demotion, an Employee who has progressed to a higher step in the wage bracket for a job during actual experience on that job shall be deemed to be more highly qualified for that job than another Employee who is only entitled to a lower step. Temporary assignments shall not count for actual experience on the job.

The following modifications shall also apply:

- (1) An Employee shall be deemed fully qualified for all labor grade job classifications (those designated by the 400 series of job codes except Tester C and by job codes 701 or 702) unless and until such Employee is disqualified.
- (2) At time of curtailment (or subsequent recall), an Employee shall be deemed fully qualified for certain job classifications, equal or lower paying within the same occupational group, and shall be awarded the top wage step regardless of actual experience in these classifications.

These classifications are:

Group 2

Tractor Operator

Quality Control

Bullet Tumbler

Group 4

Cup and Anvil Washer

Dry Powder Supply

Group 8

Extrusion Press Operator

Billet Caster

Tractor Operator  
Bullet Lubricator  
Group 9  
Scrap Controller  
Powder Supply  
Plate Loading Operator  
Tractor Operator  
Bullet Tumbler  
Material Supply Operator (MSO)  
Group 11  
Machine Operator  
Material Supply Operator  
Routing Material  
Group 12  
Machine Operator  
Group 13  
Algene Flat Box Printer  
Routing Material  
Powder Supply  
Case Assembler  
Tractor Operator  
Group 15  
Material Preparation  
Group 17  
Component Load/Pack Tech  
Group 19  
Sample Kit Assistant  
Group 44  
Machine Shop Laborer  
Machine Operator  
Group 45  
Unloader Checker  
Stock Clerk  
Tractor Operator

c. Application of Section

This Section shall apply and shall not be contradicted by any other provision of this Article.

**Section 6.2: Establishing Seniority**

a. Probationary Period

- (1) There shall be a probationary period of 90 days from the date of initial employment in the bargaining unit or reemployment after breaking seniority.



- (2) There shall be no obligation on the part of the Company to reinstate an Employee terminated during the probationary period. In the event an Employee is reinstated within 30 days following a layoff for lack of work, the time worked before layoff shall be counted as part of the probationary period.

b. Plant Seniority

- (1) An Employee shall, upon completion of the probationary period, be entitled to plant seniority from the first day of the probationary period.
- (2) The plant seniority date of each Employee in the bargaining unit as of the effective date of this Agreement shall be that date shown on the Company records, such date having been established in accordance with the terms of the previous agreements between the Company and the Union.

c. Occupational Group Seniority

- (1) The occupational group seniority date of each Employee in the bargaining unit as of the effective date of this Agreement shall be that date shown on the Company records, such date having been established in accordance with the terms of the previous agreements between the Company and the Union.
- (2) An Employee who enters an occupational group shall acquire occupational group seniority on the effective date of his transfer or on the date of the expiration of a job posting, whichever is earlier.
- (3) All Employees bidding into an occupational group in response to the same job posting shall have occupational group seniority as of the effective date of the earliest entry into the group resulting from that posting.
- (4) An Employee who bids into an occupational group in response to an earlier job posting than another Employee or other Employees shall have an earlier occupational group seniority date than such other Employee(s).
- (5) If, while the job posting procedures are being followed, the Company hires new Employees into the plant, on this job that is posted, the successful bidders shall be given an earlier occupational seniority date than such new Employees.

- (6) The occupational groups as shown on Company records as of the effective date of this Agreement shall be continued for the period of this Agreement except as modified by joint agreement of the Company and the Union.
- (7) Whenever two or more Employees have the same occupational group seniority date, the plant seniority dates shall be used to determine which Employee is senior.
- (8) Whenever 2 or more Employees have the same plant seniority date, the actual time and date when the Employees were hired as shown by the Company's employment records will be used to determine which Employee is senior.

d. Seniority Lists

- (1) The Company shall furnish seniority lists to the Business Representative of the Union showing plant and occupational group seniority of each Employee at least every 3 months and/or upon the request of the Business Representative, but not more often than once a month.
- (2) A separate list shall be furnished for each occupational group showing Employees in the order of their occupational group seniority. If 2 or more Employees have the same occupational group seniority date, these Employees shall in turn be listed in the order of their plant seniority. If any such Employees also have the same plant seniority date, they shall in turn be listed in the order of their hiring date and time as noted on employment records. If any such Employees also have the same hiring date and the hiring time has not been recorded, then the last 4 digits of their Social Security numbers will be considered and the Employee with the higher number will be considered senior.
- (3) The lists shall carry codes which indicate the active or inactive status of Employees appearing thereon. The Union will be provided with a key to the codes and will be advised of any revisions which may occur.
- (4) These lists shall be revised and posted in all departments concerned every 3 months or sooner.
- (5) Any errors in a seniority list, called to the attention of the Company by the Union, shall be

corrected and a new corrected list shall be posted and furnished to the office of the Business Representative within 30 days.

### **Section 6.3: Loss Of Seniority**

#### **a. Plant Seniority**

An Employee's plant seniority shall be broken for any of the following reasons:

- (1) resignation,
- (2) discharge for cause,
- (3) failure to report off for (3) consecutive working days (which is considered a quit) unless a reason is given which is satisfactory to the Company,
- (4) failure to return to work after a layoff within 5 working days after being notified to return to work, unless a reason is given which is satisfactory to the Company and the Union. (Each Employee must keep the Company informed of his correct mailing address.) Notification shall consist of either a completed telephone call or a certified or registered letter sent to the Employee's last known address as shown on the records in the Company's Employment Office. A copy of said letter shall be forwarded to the office of the Business Representative,
- (5) layoff for 2 years; or
- (6) retirement.

#### **b. Occupational Group Seniority**

An Employee's occupational group seniority shall be broken for any of the following reasons:

- (1) broken plant seniority,
- (2) transfer to another occupational group at the request of the Employee,
- (3) return to any occupational group wherein the Employee has an earlier occupational group seniority date (unless the Employee, prior to returning, requests the Records and Employment Department, in writing, to maintain his recall rights to some other group),
- (4) refusal of reinstatement from layoff in the occupational group, or
- (5) layoff from the occupational group for 2 years.

#### **c. Transfers Outside the Bargaining Unit**

- (1) The Company has the right, without regard to seniority, to transfer any Employee to a supervisory position or to any other position not within a bargaining unit with his consent and to determine promotions and demotions in such positions.
- (2) An Employee transferred to a position at East Alton not within another bargaining unit shall, upon release from such position, be credited with plant and group seniority accumulated up to a maximum cumulative period of one year outside the bargaining unit.
- (3) Such Employee, upon release from such position, shall have the right to return to his occupational group and assume his former job or any lower-paying job according to his seniority. If he does not have sufficient group seniority to enter his occupational group, he may exercise his plant seniority in the same manner as at time of curtailment.
- (4) An Employee, having accumulated one year's seniority outside the bargaining unit, shall not accumulate further seniority while outside the unit. However, if he returns to the bargaining unit for one continuous year, he shall, upon any subsequent transfer out of the bargaining unit, again be credited with seniority as provided in (1), (2), and (3) above. For example, if an Employee is transferred outside the unit for three years and then returns, he will be credited with having accumulated seniority for one year, but not for the other two years. If, after four months, he again is transferred outside the unit for two years and returns, he will be credited with the four months he worked in the unit but not for the two years outside the unit. If, after 18 months, he again is transferred outside the unit for four years and returns, he will be credited with the 18 months he worked in the unit plus one year while outside the unit, but not for the other three years.
- (5) Except as limited by (4) above, transfers outside the bargaining unit which do not exceed six months in any 12-month period shall be disregarded for purposes of adjusting seniority.

#### **Section 6.4: Disqualification**

- a. An Employee who is disqualified by the Company or who is allowed self-disqualification shall be entitled to the same rights as an Employee curtailed from that classification, except recall rights to that classification. All disqualifications shall be in writing with copies furnished the Union Business Representative.
- b. An Employee disqualified from a job classification shall not be considered for the same classification until after six (6) months have elapsed.

#### **Section 6.5: Military Service**

- a. Except for the additional benefit provided by Subsection “b” of this Section, the reinstatement rights of an Employee who seeks to return to work from military service will be determined in accordance with applicable laws and will not be subject to the grievance procedure.
- b. An Employee who is otherwise entitled to reinstatement from military service in accordance with applicable laws shall not be denied reinstatement for the reason that he would have lost seniority because of layoff had he not entered military service. Such Employee shall resume his place on the plant and occupational group seniority lists.
- c. If such Employee does not have sufficient seniority at time of application for reinstatement to claim a job in the plant and/or in his occupational group, he shall be shown on the seniority list(s) as laid off on the date of his application for reinstatement.
- d. Vacation eligibility for Employees reinstated following military service is in Article 10, Section 10.11.

#### **Section 6.6: Establishment of New Departments**

- a. In the event the Company eliminates an established department or establishes a new department, the Company shall notify the Union Business Representative and appropriate Union Unit Chairperson in writing in advance.
- b. Employees affected by the elimination of any department may exercise any applicable occupational group seniority or plant seniority rights as provided under the Agreement, including those enumerated under the Transfer of Operations provision if such transfer of operations is applicable.

- c. Once the Company has established a new department, it shall notify the Union in writing of the occupational group or groups and the classifications authorized for use therein and the proposed method of filling the classifications, together with all other seniority factors relating thereto.
- d. The Union shall, within 30 days, accept or reject the Company's proposal regarding the proposed method of filling the classifications and related seniority factors or request a meeting with the Company for the purpose of discussing the proposal or making counterproposals.
- e. If a meeting is requested, the parties shall meet as soon as possible in order to resolve any seniority issue involved. Any dispute or unresolved issue shall be subject to the grievance-arbitration procedure.

### **Section 6.7: Application of Seniority**

#### **a. Applying Occupational Group Seniority**

Occupational group seniority shall be the determining factor in matters affecting:

- (1) promotions within an occupational group,
- (2) demotions within an occupational group,
- (3) reinstatements to an occupational group from layoff status from that group,
- (4) scheduling vacations as provided in the Vacation Article,
- (5) temporary assignments as provided in the Temporary Openings Section of this Article,
- (6) shift or group assignments when vacancies occur in the same job classification.

#### **b. Posting and Filling Vacancies**

##### **(1) Posting Period**

All permanent job vacancies other than labor grade classifications and those classifications for which automatic progressions have been agreed shall be posted for bid for a period of 3 working days in the departments involved and on the job posting board at all active Employee plant gates. The 3 working days will begin at 8:00 a.m. the working day following the day on which the notice is posted and end at 4:00 p.m. the third working day following the day on which the

notice is posted. In an occupational group which includes Employees in classifications lower paid than the 400 series labor grade level, a vacancy in a 400 series labor grade classification will be posted for bid by such Employees within the same occupational group. If the qualifications stated on a job posting are modified during the posting period, or if an employee has been informed he was the successful bidder on a specific posting, but the bid is cancelled prior to the successful bidder being moved to the new bid job, the appropriate Unit Chairperson will be notified as to the business reason for the above stated occurrences.

Before a new Mechanical Unit Employee is hired, a bid will be posted for the existing vacancy, and after the posting is resolved, the new probationary Employee will be assigned to the department where the resulting opening exists.

(2) Information on Posting

A job posting shall include the following information:

- (a) Department name and number
- (b) Occupational group number
- (c) Date of posting
- (d) Number and identification of job classification vacancies initially to be filled. (Concurrent vacancies, if created, may be posted simultaneously.)
- (e) Job classification and code
- (f) Wage rate
- (g) General description and requirements (from the 1951 agreed job descriptions, as amended, for vacancies in Mechanical Unit.)
- (h) Work schedule to be worked
- (i) Expiration date of the posting
- (j) Date on which the Company desires the vacancy to be filled
- (k) Job posting number

(3) Successful Job Bidding Frequency

An Employee may successfully bid up to three (3) times in any twelve (12) month period for the purpose of bidding from one classification to another, or one Department to another. The following do not count towards the maximum:

- (a) Any bid for schedule preference within the same classification and department or bid from one machine to another within the same classification and department.
- (b) A bid utilized for the purpose of recall to a classification.
- (c) A bid to any classification for the purpose of actively returning to work by an Employee who is laid off outside the plant as a result of their being curtailed or disqualified.

(4) Bidding from Within Group

Employees in any occupational group have the right to bid for posted job vacancies (limited as provided in (1) above for labor grade vacancies) and such bids may not be withdrawn after the expiration of the posting.

- (a) Any bid from within the Mechanical Group for a permanent opening or vacancy created will be considered only for the shift or schedule specified by the bidder in the remarks section of the bid form and will not be considered for any other shift or schedule.
- (b) When an Employee is the successful bidder on 2 or more vacancies that are posted or expire in the same work week, he may choose which one of the vacancies he prefers and which bids are to be withdrawn and shall indicate the order of his preference for the bids withdrawn.
- (c) If an Employee accepts one bid and cancels the others and the job vacancy is withdrawn by the Company, the Employee shall receive the selection of his choice of the remaining vacancies for which he bid in order of his preference.
- (d) If an Employee is informed that he is a successful bidder early in the work week and accepts that job, then later in the same work week is informed he is a successful bidder on another job, he shall be allowed to accept the second job if he so desires.

(5) Bidding from Outside Group

In filling any vacancies other than labor grade which remain unfilled after promotions and assignments from within the occupational group, bidders from all other occupational groups shall be selected on the basis of plant seniority.



(6) Prompt Transfer of Bidders

The Company shall have a maximum of 30 days after a posting expires or the date which the Company desires to fill the vacancy, whichever is later, to transfer the Employee. The Employee will begin receiving his new Occupational Group Seniority immediately upon resolution of the bid. If the transfer cannot be made within five (5) working days after the posting expires or the date the Company desires to fill the vacancy, whichever is later, the Employee shall begin receiving his new classification rate if higher. If after five (5) additional working days he still has not been transferred, he shall begin receiving any clothes change, bath time or shift premiums to which he would be entitled had he been transferred.

(7) If Bidder is Unavailable

If the successful bidder for a vacancy is unavailable for immediate transfer to the vacancy due to absence because of being on

a. Vacation, or

b. Approved Medical Leave of Absence,

such Employee will be transferred to it upon return to work unless there has been a reduction in force and the Employee cannot receive the job because of lack of seniority.

Openings under “a” and “b” above will be filled by temporary opening provisions. In the event, under “b” above, the successful bidder is unable to return to work or is unable to fill the job duties upon his return to work, the job will be posted as a permanent vacancy.

If the successful bidder for a vacancy is unavailable for immediate transfer for any other reason, his bid will be disregarded and other bidders for the same opening will be considered.

A bid from an Employee on leave will be disregarded.

(8) Bidding During Vacation

An Employee, prior to going on vacation, may place bids for any vacancies which may occur and be posted during his vacation period and for which he desires to bid. Such bids must state

the order of preference. In the event such an Employee is the successful bidder on a given vacancy, the vacancy shall be filled by temporary assignment, in accordance with the Temporary Openings Section of this Agreement, until the Employee returns from vacation.

(9) Bidding On Own Vacancy

Once an Employee has been deemed to be the successful bidder for a particular job vacancy, he may not then bid back to his own vacancy.

c. Temporary Openings

(1) Definition

A temporary opening of up to 45 calendar days (or one caused by vacation) may be filled by temporary assignment of an Employee from within the same occupational group.

(2) All Temporary Openings on a different shift or schedule in the Mechanical Unit, General Machinist or above, will be filled by initially canvassing for volunteers, and if not successful, the junior qualified employee will be assigned.

(3) Higher Paid Temporary Openings

If such opening is in a higher paid job classification, group seniority shall be applied among Employees who are:

- (a) working on the same shift, and
- (b) in the same department or smaller work group where appropriate, and
- (c) insofar as they are available, qualified by past experience on the task involved, and
- (d) in the Mechanical Groups, in the next lower job classification, and
- (e) in Group 44, General Machinist Seniority (rather than group seniority) shall be applied for classifications set forth in Subsection 6.7.o(1).
- (f) if any such higher paid temporary openings are not filled pursuant to the provisions of (a) through (e) above, the junior qualified employee will be assigned to such opening.

(4) Loan From Outside Group

If such opening cannot be filled from within the same occupational group, it shall be filled by loan and temporary assignment.

(5) Openings Over 45 Calendar Days

In the case of any other temporary need which is expected to last 45 calendar days or more, the opening is to be filled as a permanent opening.

(6) Job Recall Rights Not Affected

(a) An Employee who is temporarily assigned to a job to which he has recall rights does not thereby renew his recall rights.

(b) An Employee who is permitted to decline a temporary assignment to a job to which he has recall rights does not thereby lose his recall rights.

d. Temporary Shutdown

(1) In the application of this provision, the word "emergency" refers to situations involving factors such as an Act of God, major damage to the plant, shortage of material beyond the Company's control, machine breakdown and temporary emergency suspension of production on government contracts, as directed by the government contracting agency.

(2) In the event it is necessary to temporarily shut-down or materially curtail an operation because of emergency conditions, the seniority rights applicable to layoffs of affected Employees, as provided in curtailment provisions of this Section, may be suspended for a period not to exceed 5 working days.

(3) For Production Workers, the term "operation" as used in (2) above, means a unit as defined in the Production Workers Overtime Selection Procedure or Working Rules.

(4) In the event the Company finds it necessary to shut down a department briefly for reasons other than those set forth in (1) above, such shutdown (limited to 5 workdays by a department in any calendar year) shall not be considered a layoff for purposes of applying curtailment provisions of this Section.

(5) Should the Company find it necessary to invoke a temporary shutdown as provided above, the

Company will contact the appropriate Unit Union Committee Chairperson and advise him as to the situation. If, for any reason, the Unit Union Committee Chairperson desires to discuss the situation with the Plant Union Committee, a meeting shall be held without delay.

e. Curtailment (All Units)

(1) When curtailments occur, reassignments within an occupational group will be made in accordance with Subsections f (Production Workers), and k (Mechanical).

(2) Layoff From Group

Layoffs from an occupational group shall be made on the basis of occupational group seniority.

(3) Reassignment Outside Group

An Employee who has insufficient seniority to hold any job in his occupational group shall, if he has sufficient plant seniority, be offered the opportunity to be reassigned.

(4) Layoff From 400 Series Or Above

An Employee being laid off from his occupational group while at the 400 series labor grade level or above who desires reassignment shall be reassigned by the Company in the following order:

First, to any available vacancy at the 400 series labor grade level or above;

Second, to displace a probationary Employee at the 400 series labor grade level or above;

Third, to displace the junior Employee in a 400 series labor grade job classification;

Fourth, to any available vacancy in a job classification below the 400 series labor grade level;

Fifth, to displace a probationary Employee in a job classification below the 400 series labor grade level; and

Sixth, to displace the junior Employee in a job classification identified by job code 701 or 702.

Upon written request, an Employee may decline such vacancies as listed in the Fourth, Fifth, and Sixth Steps without loss of seniority.

(5) When on the same date, several such Employees are simultaneously scheduled for curtailment

from an occupational group, plant seniority will be observed by assigning the senior of these Employees to the higher paid classifications being filled as outlined in (4) above.

(6) Layoff from Classifications Below 400 Series

- (a) An Employee being laid off from his occupational group while in a job classification below the 400 series level, who desires reassignment, shall be reassigned by the Company in the following order:

First, to fill a vacancy in any classification below the 400 series level;

Second, to displace a probationary Employee in any classification below the 400 series level;

Third, to displace the junior Employee in any job classification identified by the job code 701 or 702.

- (b) An Employee who does not meet the vision requirements of a job, as determined by the Company's Medical Department, shall be assigned to displace the junior Employee in a job classification identified by job code 701 whom such Employee is qualified to displace.

(7) No Lost Time

An Employee who is transferred to another occupational group as a result of curtailment will not be required to lose time except as may be necessary to comply with any applicable law.

(8) Optional Job Classifications

- (a) Janitor and classifications below the 400 series level are optional for Employees at the 400 series level or above, and may be declined without loss of seniority rights at time of curtailment or upon recall.

- (b) For curtailments within Group 44, Janitor is not an optional classification.

- (c) An Employee who declines an optional classification at time of curtailment shall not be recalled to that classification.

(9) Training Replacement (Production Workers Only)

An Employee being displaced by an Employee from another department may be retained for the training of his replacement; however, any deviation from exact seniority shall be limited to one working day.

(10) Voluntary Layoff From 400 Series

An Employee being curtailed from a 400 series labor grade classification has the right at the time of curtailment to decline a 400 series labor grade classification in another occupational group. In that event,

- (a) he will be laid off with reinstatement rights only to classifications at the 400 series level or above in his occupational group;
- (b) he will remain on layoff status until such time as he is the junior Employee on layoff from a 400 series labor grade classification, at which time he must either accept reinstatement to any 400 series labor grade classification (except Janitor) or be removed from all seniority lists.

(11) Voluntary Layoff From Above 400 Series

- (a) An Employee being curtailed from a classification above 400 series labor grade may refuse reassignment, in which event he shall be laid off from the plant with reinstatement rights only to the classification from which he took the voluntary layoff. (In the Production Workers and Mechanical Units, he shall also retain reinstatement rights to classifications in his occupational group which are above the classification from which he took the voluntary layoff.)

(b) Changing Voluntary Layoff

However, if he has not been recalled within 6 months, he may elect to change his status from voluntary to involuntary layoff in which event he will be assigned to the first available 400 series labor grade vacancy to which his seniority entitles him, arising after receipt of notification.

(c) Requesting Change To Involuntary

An Employee wishing to change his status from voluntary to involuntary layoff must do so by notifying the Company and the Union,

in writing, no earlier than 6 months following his voluntary layoff. Only 1 such request will be recognized during any 1 continuous period of layoff.

(12) Voluntary Layoff From Below 400 Series

- (a) An Employee being laid off from a job classification below the 400 series level (other than one identified by the job code 701 or 702) has the right to refuse to accept reassignment, in which event such Employee shall be laid off from the plant with reinstatement rights only to the job classification from which the voluntary layoff was taken (or above) in his occupational group.
- (b) However, if he has not been recalled within 6 months, he may elect to change his status from voluntary to involuntary layoff in which event he will be assigned to the first available vacancy in a classification identified by job code 701 or 702, to which his seniority entitles him, arising after receipt of notification.
- (c) An Employee wishing to change his status from voluntary to involuntary layoff must do so by notifying the Company and the Union, in writing, no earlier than 6 months following his voluntary layoff. Only one such request will be recognized during any one continuous period of layoff.
- (d) An Employee being curtailed from a job classification identified by job code 701 or 702, has the right at the time of curtailment to decline reassignment to another occupational group. In that event,
  - (1) he will be laid off with reinstatement rights only to classifications in his occupational group;
  - (2) he will remain on layoff status until such time as he is the junior Employee on layoff from a classification identified by job code 701 or 702, at which time he must either accept reinstatement to any such classification or be removed from all seniority lists.

(13) Bidding From Voluntary Layoff

An Employee on voluntary layoff may bid for posted jobs.

f. Curtailment (Production Workers)

(1) Curtailment Within Occupational Group

- (a) An Employee removed from a job classification due to insufficient seniority may displace a junior Employee in any classification in his occupational group carrying the same or lower rate of pay.
- (b) An Employee who has insufficient occupational group seniority to hold any job classification at the 400 series labor grade level or above in his occupational group may elect to displace a junior Employee in any lower paid job classification within his occupational group or to be laid off from his occupational group.

(2) Curtailment From Group

Curtailment from an occupational group and subsequent reassignment shall be in accordance with Subsection 6.7.e - Curtailment (All Units).

g. Recall Rights (Production Workers)

(1) Job Recall Rights

- (a) An Employee is entitled to recall rights provided he retains occupational group seniority, to any job classification for which he is qualified and which carries a top rate equal to or lower than the highest job classification from which he has been laid off during the preceding 2 years. Additionally, an Employee who has held the classification for a minimum of 30 days will be entitled to recall after all eligible qualified Employees who have progressed to a higher step in the wage bracket have been offered recall.
- (b) An Employee who is laid off from the occupational group shall be recalled to any job classification from which he was laid off and to which he has recall rights.
- (c) An Employee who was not offered recall rights to any job classification from which he had not been laid off may claim such recall rights upon discovery. In such cases, the Company will be liable for a maximum of 3 days of back pay.

(2) Forfeiture of Job Recall Rights



An Employee shall forfeit his recall rights to any job classification if he fails to exercise such rights at the first opportunity. An Employee who is on vacation or on approved leave-of-absence at the time a junior Employee accepts recall to a job classification shall be entitled to exercise his recall rights immediately upon return to work.

(3) Recall Before Posting Vacancy

An Employee entitled to recall rights to a job classification will be recalled to that job classification in occupational group seniority order before a permanent vacancy is considered to exist.

(4) Openings At or Above 400 Series Level

Employees curtailed from job classifications at or above the 400 series labor grade level shall be recalled to openings in those classifications in the following manner:

(a) An opening in a 400 series labor grade job classification in any occupational group shall be filled:

First, by recalling an Employee to that classification on the basis of group seniority from among those Employees with sufficient plant seniority to hold 400 series labor grade job classifications;

Second, by posting for bid from among those Employees in classifications below the 400 series level in the same occupational group with sufficient plant seniority to hold 400 series labor grade classifications;

Third, by recalling on the basis of plant seniority an Employee laid off with recall rights to a 400 series labor grade job classification.

(b) A vacancy in a job classification above 400 series labor grade which remains unfilled after all group and job recall rights and bidding privileges have been exercised will be offered, in plant seniority order, to Employees on involuntary layoff from the plant with recall rights to a 400 series labor grade job classification. (Since acceptance of a vacancy in the Adjuster Trainee or Tester C classification would result in loss of other occupational group and job recall rights, an

Employee may decline such a vacancy without loss of seniority.)

(5) Openings in Classifications Below 400 Series

Employees curtailed from job classifications below the 400 series level shall be recalled to openings in those classifications in the following manner:

- (a) An opening in a job classification below the 400 series level (other than those classifications identified by job codes 701 or 702) shall be filled by recalling, on the basis of group seniority, an Employee who has retained recall rights to the classification.
- (b) Such a vacancy which remains unfilled after all group and job recall rights and bidding privileges have been exercised, will be offered in plant seniority order to Employees on involuntary layoff from the plant. However, an Employee on involuntary layoff, with recall rights to above 400 job series, may decline such vacancy in writing without loss of seniority.
- (c) An opening in a job classification identified by job code 701 or 702 in any occupational group shall be filled:

First, by recalling an Employee to that classification on the basis of group seniority from among those Employees with sufficient plant seniority to hold a classification identified by job code 701 or 702;

Second, by recalling, on the basis of plant seniority, an Employee on involuntary layoff from the plant. (An Employee curtailed from a job classification at the 400 series level (or above) who had insufficient plant seniority to enter a classification below the 400 series level at the time of layoff, shall be recalled to an opening in a job classification identified by job code 701 or 702 on the basis of plant seniority provided he specifically requests such recall in writing.)

(6) Order of Recall

Recall shall be handled as provided above except that the Company may deviate from exact seniority order for a maximum of 2 working days

or, when necessary to post to replace a recalled Employee, a maximum of 5 working days, and then he must be transferred.

h. Schedule Preference (Production Workers)

- (1) An Employee may exercise occupational group seniority to select the type of schedule he prefers within his job classification and department;
  - (a) when an opening occurs on that schedule, or
  - (b) when he is affected by a curtailment.
- (2) Paragraph (1) shall not apply to an Employee who is transferring to a new department. For the purpose of this provision, each of the following shall be considered as a single "department":  
Department 4420 Metallic, Zone 1, will be considered a separate department from Metallic, Zone 4 for the purposes of schedule realignment.  
  
Empty Shell (Zones 1 & 4);  
Occupational Group 45;  
Ballistics (Zones 1 & 4).
- (3) When a schedule realignment occurs, the affected Employee may exercise his occupational group seniority for schedule preference within his classification, within his specific department. Department 4420 Metallic, Zone 1, will be considered a separate department from Metallic, Zone 4 for the purpose of schedule realignment.
- (4) The Company shall have a reasonable time to accomplish necessary rescheduling.
- (5) Such rescheduling need not be made at a time which would require overtime payment.
- (6) Selection is limited to type of schedule (for example, 4-group, 3-shift, straight days, etc.) rather than a specific shift or group. The primary types of schedules for this unit shall be 4-group, 3-shift rotating, 2-shift rotating and straight days, except for operations requiring special applications. In the event of special applications, the Company will notify the Union of the reason in writing.

i. Inventory (Production Workers)

- (1) In the event a department decides to shut down all operations for a 24-hour period for inventory, Monday-through-Friday, Employees, regardless

of shift, will be assigned to the inventory work by occupational group seniority.

- (2) Group workers on shift will be assigned to inventory work whenever inventory work is performed on Saturday or Sunday.
- (3) All extra Employees needed shall be selected by occupational group seniority regardless of shift as outlined in Paragraph (1) above.
- (4) On departmental inventory where normal classifications are needed, including, but not limited to such job classifications as Tractor Operators and Janitors, it shall be assigned by occupational group seniority, regardless of shift when a department shuts down as in Paragraph (1).
- (5) Employees not needed for inventory will not be permitted to displace Employees in other departments.
- (6) In the event inventory work is not performed, or cannot be performed in the manner described above, the Company and the Union shall mutually agree upon the proper method regarding the assignment of inventory work.
- (7) In all cases, Employees will receive their regular rate of pay for inventory work.

j. Miscellaneous (Production Workers)

(1) Transfer of Operation

- (a) When an operation is transferred from one occupational group to another, the Employees working on that operation shall be given the opportunity to be transferred to the new occupational group.
- (b) An Employee so transferred shall assume occupational group seniority in the new group equivalent to his group seniority in the group from which the operation was transferred.

(2) Tester Vacancies

An Employee who is accepted for training for the Tester C classification (a progression job) shall thereupon forfeit his recall rights to any other occupational group.

(3) Adjustor Training

- (a) Prior to adding an Employee to the Adjustor I Trainee or Adjustor II Trainee classifications, the department will post for the appropriate Adjustor I or II classification to give other Adjustors in that department and former Adjustors of that department an opportunity to enter the classification.
  - (b) Insofar as qualified Employees are available, Adjustor Trainees will be selected from within the occupational group.
  - (c) An Employee who is accepted for training shall thereupon forfeit his recall rights to any other classification and his seniority rights in other occupational groups.
  - (d) For the purpose of displacing junior Employees in other classifications at time of curtailment, as provided in Paragraph f-(1) of this Section, an Employee being removed from the Adjustor I Trainee or Adjustor II Trainee classifications will be considered as being removed from a classification at the respective top of Adjustor I or Adjustor II rate of pay.
  - (e) For an Adjustor I Trainee, the required wage and training progression to reach the top step of the Adjustor I classification shall parallel the steps required to reach the top of the Adjustor II classification and progress to the top of the Adjustor I classification.
- (4) Adjustors
- (a) In the event of a reduction in the number of Employees in the Production Group Leader or Adjustor classifications within an occupational group, such reduction shall be made by removing, by step in the bracket, the most junior Employees from the classifications involved.
  - (b) Employees remaining in the classifications of Production Group Leaders and Adjustors will then be assigned group leader or adjustor jobs in line with the needs of the particular department and the Company.
  - (c) The Company may, at its discretion, assign Employees within the classification to various kinds of adjusting or group leader work within the occupational group, provided such

assignments result in 1 or more Employees in the classification receiving training on a job for which he has not fully qualified.

- (d) Where schedules are to be changed for a particular group of Adjustors or Group Leaders (for example, a schedule change affecting only the Adjustors on the draw presses), if more than 1 type of schedule is available, then the senior Adjustors and/or Group Leaders in that group shall be given their preference.
- (e) For the purposes of this Section only, the Group Leaders referred to above are Group Leaders who are working in association with Adjustors in the Production Unit.
- (f) An Employee bidding the Adjustor I classification in another occupational group (having held top step in prior group) shall be allowed rapid advancement starting at the bottom step of the Adjustor I classification in the new occupational group.

(5) Primer Mixer

For the purpose of displacing junior Employees in other classifications at time of curtailment, as provided in Paragraph f - (1) of this section, any Employee being displaced from the Primer Mixer Trainee classification or the Primer Mixer classification shall be considered as being removed from the top wage rate of the Primer Mixer classification.

k. Curtailment (Mechanical)

(1) Reduction from Classification

Subject to the provisions of Subsection 6.7.o(1), in the event of curtailment in this occupational group, reductions shall be made from the particular classification involved on the basis of occupational group seniority.

(2) Displacing Others in Group

An Employee so affected may displace a junior Employee in any classification other than Machine Operator in his occupational group carrying the same or lower rate of pay provided he has previous experience in the type of work involved.

(3) Curtailment From Group

Curtailment from an occupational group and subsequent reassignment shall be in accordance with Subsection 6.7.e - Curtailment (All Units).

l. Recall (Mechanical)

Subject to the provisions of Subsection 6.7.p(1), recall shall be followed in this manner:

- (1) First, the Company shall post the jobs for shift or schedule preference for Employees already holding the classification.
- (2) Second, they shall recall Employees to the classification by occupational group seniority.
- (3) An Employee is entitled to recall rights, so long as he retains occupational group seniority, to any job classification for which he is qualified which carries a rate equal to or lower than the highest job classification from which he has been laid off.
- (4) An Employee who is on vacation or on approved leave of absence at the time a junior Employee accepts recall to a job classification shall be entitled to exercise his recall rights immediately upon return to work.
- (5) Recall shall be handled as provided above except that the Company may deviate from exact seniority order for a maximum of 2 working days or, when necessary to post to replace a recalled Employee, a maximum of 5 working days, and then he must be transferred.

m. Shift or Schedule Preference (Mechanical)

- (1) Any opening resulting from an increase in the number of Employees assigned to a shift or group schedule shall be posted to give Employees in the required job classification an opportunity to select that shift or group on the basis of occupational group or "General Machinist" date where applicable.
- (2) When it is necessary to reduce the number of Employees assigned to a shift or group schedule, the least senior Employee in the affected job classification shall be reduced from that schedule.
- (3) An Employee reduced from a schedule shall be permitted to exercise schedule preference within his job classification to displace the least senior Employee assigned to that desired schedule unless a vacancy exists on that schedule.
- (4) An Employee who is notified that he is to be reduced from his schedule will be permitted to

exercise schedule preference only within his next 2 work days following such notification.

(5) Employees affected by a curtailment shall be permitted to exercise schedule preference when entering a new job classification.

(6) The primary types of schedules for this unit shall be straight shift, 2-shift rotating, 3-shift rotating, or group work. Selection is limited to type of schedule rather than a specific shift or group. As an example, a group worker may not select a particular group within his selected schedule.

n. Department Preference (Mechanical)

When a job posting occurs due to an increase in manning or schedule realignment, Mechanical Unit Employees may bid on such posting, regardless of what shift the job posting may specify.

o. Inventory (Mechanical)

(1) In the event a department decides to shut down for inventory Monday through Friday, the Monday-through-Friday Employees on shift will be assigned to the inventory work from the occupational group or groups heretofore assigned to take inventory in any given department. Selection from such occupational group or groups shall be by occupational group seniority. If additional Employees are needed, the Company will select on-shift Employees from any other occupational group within the department for inventory.

(2) Group workers on shift will be assigned to inventory work whenever inventory work is performed on Saturday or Sunday in the same manner as outlined in the above paragraph. All extra Employees needed shall be selected by occupational group seniority from the appropriate group before going to any other occupational group within the department.

(3) On departmental inventory jobs where no one is normally scheduled, classifications which normally perform the type of work, including but not limited to such classifications as Lead Machine Stock Keeper, Machine Shop Laborer, and Janitor will be assigned by occupational group seniority in the particular job classification.

(4) Employees not needed for inventory will not be permitted to displace Employees in other departments or occupational groups.



- (5) In the event inventory work is not performed or cannot be performed in the manner described above, the Company and the Union shall mutually agree upon the proper method regarding the assignment of inventory work.

p. Miscellaneous (Mechanical)

- (1) Special Provisions for General Machinists

In applying seniority to curtailments and increases in the classifications of General Machinist, Lead Machinist, Gunsmith, EDM Group Leader, EDM Tool-Die Maker, Tool Maker, Tool and Die Development and Maintenance, Tool and Die Development and Maintenance Group Leader, Tool and Die Maker, and Scale Maintenance, the following special provisions shall apply:

- (a) No Employee may enter the General Machinist classification until a thorough check of his qualifications has been made and one of these qualifications will be a minimum of approximately 4 years of machine shop experience.
- (b) Seniority shall be applied in these classifications on a different basis than in the other classifications in the occupational group.
  - (1) Employees in these classifications shall have a "General Machinist Date" and this date will be used in applying seniority.
  - (2) The "General Machinist Date" for each Employee presently in any of the above classifications or considered eligible for the above classifications shall be that date shown on the Company records, such date having been established in accordance with the terms of the previous agreements between the Company and the Union.
  - (3) Any other Employee entering any one of these classifications subsequent to the effective date of this Agreement shall have "General Machinist" seniority as of the date of such entry, except as modified in the Section on Apprentices.
  - (4) If an Employee with a "General Machinist Date" is allowed to bid down to a classification lower paid than General Machinist, he will lose his "General Machinist Date". If he subsequently re-enters one of the above classifications, he will be awarded

a new "General Machinist Date" as of the date of such re-entry.

(5) A break in Occupational Group 44 seniority shall result in a break in "General Machinist" seniority.

(c) Once per calendar year the job descriptions for this group will be subject to review. Any changes shall be by agreement, in writing, between the parties.

(2) Apprenticeship

(a) Machinist Apprentices shall be selected from among Employees as provided in Part 30, Title 29 of the Code of Federal Regulations Governing the Selection of Apprentices.

(b) Selection of Apprentices shall be made on the basis of qualification alone and without regard to race, religion, color, national origin, sex or occupationally irrelevant physical requirements in accordance with objective standards which permit review, after full and fair opportunity for application; and this program shall be operated on a completely nondiscriminatory basis.

(c) Their training shall be in accordance with the St. Louis, Missouri, and vicinity Machinist Apprenticeship Standards, which were registered and approved by the Federal Committee on Apprenticeship, United States Department of Labor on October 14, 1941.

(d) An Apprentice shall be credited with time toward his General Machinist date for periods of time spent while serving with a Military Reserve Unit or with the National Guard when such time is continuous and is in excess of 1 week.

(e) Such credit, however, shall not be afforded an Apprentice for any time he is off on vacation when his time coincides with the time he is serving with a Military Reserve Unit or the National Guard.

(f) Any Employee who enters the Machinist Apprenticeship Program after the effective date of this Agreement will have as a General Machinist date the date he enters the Apprenticeship Program. He will be granted this date retroactively after he

successfully completes all portions of the Machinist Apprenticeship Program.

- (g) For the purpose of displacing less senior Employees in other classifications at time of curtailment, as provided in 6.7.k(2) of this Article, an Employee being removed from the Machinist Apprentice classification will be considered as being removed from a classification at the rate of pay he is then receiving or at the highest rate of pay he held in the occupational group prior to entering the Machinist Apprentice classification, whichever is higher.

- (3) Any Employee who enters the Maintenance Machinist Trainee Program will have as a General Machinist date the date he enters the training program and shall receive this date retroactively after successfully completing the Maintenance Machinist Trainee Program.

## **ARTICLE 7 - WORK SCHEDULES**

### **Section 7.1: Regular Shifts**

A regular shift of any work schedule in this Article shall consist of 8 consecutive hours; hours in excess of 8 shall be considered overtime. The regular shifts are:

Day Shift ..... 8:00 a.m. to 4:00 p.m.  
Afternoon Shift ..... 4:00 p.m. to 12:00 midnight  
Midnight Shift ..... 12:00 midnight to 8:00 a.m.

### **Section 7.2: Time for Lunch**

Employees shall be allowed 24 minutes for lunch within the regular shift. The lunch time is to be taken between the third and sixth hours of the regular shift.

### **Section 7.3: Special Shifts**

- a. Special 8-hour shifts may be established for certain operations and/or jobs or departments requiring special treatment. Such shifts shall constitute the regular shift schedule for Employees scheduled to work on such shifts.
- b. The Company shall inform the Union, in writing, of the establishment or discontinuance of special shifts.

### **Section 7.4: Work Day**

The work day shall consist of 24 hours and shall begin with the day shift.

### **Section 7.5: Work Week**

- a. The work week shall consist of 7 days and shall begin with the day shift Monday morning.
- b. The Company will use its best efforts, consistent with the requirements of its business and subject to schedule changes, curtailments and emergencies, to provide a minimum 40-hour work week.

### **Section 7.6: Changing Schedules**

- a. An Employee, working his regular 8-hour shift schedule, whose scheduled starting and ending times of said shift are changed more than one-half hour shall be given at least 48 hours notice.
- b. If the Company fails to give said notice as required above, the affected Employee shall receive no less than one and one-half times his regular base rate of pay for all 8 hours of the first shift worked on the changed schedule.
- c. A written notice posted in the department shall be sufficient if the Employees are not notified individually. Such notice shall be given not later than Friday with respect to changes effective on Monday.
- d. Such 48-hour advance notice is not required and no time and one-half pay will be required if the necessary change in schedule is the result of:
  - (1) An equipment breakdown,
  - (2) An emergency as referred to in the "Temporary Shutdown" provision,
  - (3) Bidding to a job,
  - (4) Acceptance of recall to a job classification,
  - (5) Curtailment,
  - (6) The Employee not being assigned to the department during the prior week,
  - (7) The Employee being absent at the time the notice normally would have been given,
  - (8) The department's decision to operate on a regular working day after previously having announced that it would be shut down,
  - (9) The Employee being returned to his regular 8-hour shift starting and ending times following the change,
  - (10) The Employee being displaced to another shift by an Employee returning from leave of absence,
  - (11) Employees trading shifts at their request.

## **Section 7.7: Straight Day and Shift Work**

- a. Straight shift work is defined as work performed by Employees who are regularly scheduled to work on a given shift and who do not rotate shifts from week to week, i.e., straight day, straight afternoon, straight midnight.
- b. Shift work is defined as work performed by Employees on a rotation basis each week, Monday through Friday. (This can be a 2-shift rotating shift or a 3-shift rotating shift.)
- c. Group work is defined as work by 4 different groups of Employees to cover the full 7 days of the week, either on 3 rotating 8-hour shifts or on straight shifts.
- d. The Company shall determine the number of Employees to be scheduled to work as shift workers, group workers and the number of Employees to work as straight shift workers.
- e. Straight shift, Monday-through-Friday workers, shall be scheduled to work 5 consecutive days beginning on Monday. Employees on group work shall be scheduled to work 5 consecutive days, commencing on the beginning shift of a given group work schedule.
- f. The Company and the Union may meet for the purpose of discussing and implementing unique work schedule options that may be different than various schedules identified or utilized in our current Labor Agreement. Any new schedule will be discussed and agreed to between the Company and Union prior to implementation, and either party may terminate such schedule with a 30 day in-advance written notification.

## **ARTICLE 8 - WAGES**

### **Section 8.1: Schedules of Wage Rates**

- a. The schedules of wage rates established as a result of this Agreement, copies of which are to be furnished to the Union and posted in the respective departments, shall become effective on the dates set forth below.
- b. As of December 1, 2008, the base rates for all classifications are to be increased by 3% (applied to the top step of each wage bracket and calculated to the nearest full cent, with the lower steps being increased by a like amount to maintain the pres-

ent differentials between steps). For Apprentice rates, the percentage is to be applied to the top and bottom steps and then the intermediate steps are to be increased to maintain even differentials between steps. Such rates shall remain in effect until December 1, 2009.

- c. As of December 1, 2009, the base rates for all classifications are to be increased by 3% (applied to the top step of each wage bracket and calculated to the nearest full cent, with the lower steps being increased by a like amount to maintain the present differentials between steps). For Apprentice rates, the percentage is to be applied to the top and bottom steps and then the intermediate steps are to be increased to maintain even differentials between steps. Such rates shall remain in effect until December 1, 2010.
- d. As of December 1, 2010, the base rates for all classifications are to be increased by 3% (applied to the top step of each wage bracket and calculated to the nearest full cent, with the lower steps being increased by a like amount to maintain the present differentials between steps). For Apprentice rates, the percentage is to be applied to the top and bottom steps and then the intermediate steps are to be increased to maintain even differentials between steps. Such rates shall remain in effect for the remainder of this Agreement.
- e. For an Employee hired but before December 7, 2008, a new hire wage schedule shall be in effect. The Employee will start at 70% of the wage rate for the job classification in which they work, and will receive a 3% wage increase after every 1040 hours worked until the Employee achieves 100% of the job classification's wage rate. In the event an Employee reaches a 1040 hour milestone during a shift, the pay increase shall be effective the next day of work. Employees who have not reached the top rate of their classification by December 1, 2008 will be advanced by 2080 hours or to the top rate, whichever is less.
- f. New-hire wage structure with a 2-year progression for all new hires after December 7, 2008, with starting rates at 80% of the new top rate for the new-hire classification. Employees hired after

December 5, 2005, but prior to December 7, 2008, who have not reached the top rate of their classification will be advanced by 2080 hours or to the top rate, whichever is less.

### **Section 8.2: Cost-of-Living Allowance**

(NOTE: During the term of this agreement, adjustments in the Cost-of-Living Allowance are suspended. The Allowance for the period December 8, 2008 to December 11, 2011 shall be zero cents. The Cost-of-Living Allowance provisions which were included in the previous Agreement between the parties are being retained in the following subsections in event the parties agree at some future date to resume the Allowance and adjustments. Until such time, they will have no application.)

- a. Each Employee covered by this Agreement shall receive a Cost-of-Living Allowance in accordance with the provisions set forth in the following subsections.
- b. The Cost-of-Living Allowance shall be determined in accordance with changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, All Cities, 1967=100) published by the Bureau of Labor Statistics, United States Department of Labor (hereinafter called "the Index") unless a revised later index is published, whereupon the latest index shall be used to determine the changes.
- c. The base periods, the adjustment dates, and calculation periods to determine the average rise in the Index shall be as set forth in this subsection:
  - (1) The base periods as used herein shall be:
    - (a) The first base period, called the "first base", equaling 0¢ per hour, shall be the average of the Index for May, June and July 1984. (Example: If May is 304.9, June 306.5 and July 306.9, the average would be 306.1.) The first base will be used in determining adjustment amounts from December 1, 1984 to December 1, 1985.
    - (b) The second base period, called the "second base", equaling 0¢ per hour, shall be the average of the Index for the three months of May, June, and July 1985, and shall be used in determining the adjustment amounts from December 1, 1985 to December 1, 1986.

- (2) The Cost-of-Living Allowance for the period December 1, 1983 to December 1, 1984 shall be zero cents.
  - (3) The first Cost-of-Living adjustment shall be effective and commence on December 1, 1984, as an “add-on”, based upon the average of the Index for the three months of August, September and October 1984, using as the base the average of May, June, and July 1984 as defined in c(1)(a). Thereafter, adjustments will be made on a quarterly basis as detailed below.
  - (4) March 4, 1985, based upon the average of the Index for the three months of November and December 1984 and January 1985.
  - (5) June 3, 1985, based upon the average of the Index for the three months of February, March, and April 1985.
  - (6) September 2, 1985, based upon the average of the Index for the three months of May, June, and July 1985.
  - (7) December 1, 1985, based upon the average of the Index for the three months of August, September and October 1985, using as the base period the second base of May, June, and July 1985, as provided in c(1)(b) above. Each following adjustment shall use the second base. This adjustment and each succeeding adjustment shall be an “add-on” to the “float” or the amount of allowance effective on September 2, 1985 under c(6) above.
  - (8) March 3, 1986, based upon the average of the Index for the three months of November and December 1985 and January 1986.
  - (9) June 2, 1986, based upon the average of the Index for the three months of February, March and April 1986.
  - (10) September 1, 1986, based upon the average of the Index for the three months of May, June and July 1986.
  - (11) The Cost-of-Living Allowance shall be subject to the minimums and maximums provided in d and e below.
- d. The maximum Cost-of-Living Allowance payable during the term of this Agreement shall be:
- (1) From December 1, 1984 to December 1, 1985, 21¢ per hour.



- (2) From December 1, 1985 to December 1, 1986, 21¢ per hour in addition to the amount of the allowance (float) payable effective September 2, 1985.
- e. The minimum Cost-of-Living Allowance payable shall be:
  - (1) 8¢ per hour from December 1, 1984 to June 3, 1985.
  - (2) An additional 7¢ per hour, totaling 15¢ per hour, from June 3, 1985 to December 1, 1985.
  - (3) 8¢ per hour in addition to the amount of the September 2, 1985 allowance (float) from December 1, 1985 to June 2, 1986.
  - (4) An additional 7¢ per hour, totaling 15¢ per hour, in addition to the amount of the September 2, 1985 allowance (float) from June 2, 1986 to December 1, 1986.
- f. The Cost-of-Living Allowance shall become payable, as an “add-on” to base rates, at each adjustment date for all hours worked thereafter, for reporting pay allowances thereafter, and for computing overtime, vacation, holiday, call-in, funeral leave and jury leave pay thereafter.
- g. Adjustments in the Cost-of-Living Allowance shall be equivalent to 1¢ per hour for each 0.4 of a point change in the Index, as defined herein, based upon a standard chart method which the parties shall establish after determining the average for each base period under Subsection c(1) above.  
 When the adjustments under the chart method exceed the minimum(s), as provided herein, the amount as determined by the chart method shall be paid. If the adjustments under the chart method are less than the minimum(s) provided, the minimum(s) shall be paid. If any adjustments under the chart method exceed the maximum(s) provided, the maximum shall be paid. In no event shall a Cost-of-Living Allowance be less than that paid during the previous adjustment period or the minimum, whichever is greater.
- h. Examples of typical adjustments using the chart method:
  - (1) (Assume 306.1 is the first base period average)  
 306.4 or less = 0¢ per hour, subject to the minimum  
 306.5-306.8 = 1¢ per hour, subject to the minimum  
 306.9-307.2 = 2¢ per hour, subject to the minimum

307.3-307.6 = 3¢ per hour, subject to the minimum  
307.7-308.0 = 4¢ per hour, subject to the minimum  
308.1-308.4 = 5¢ per hour, subject to the minimum  
308.5-308.8 = 6¢ per hour, subject to the minimum  
308.9-309.2 = 7¢ per hour, subject to the minimum  
309.3-309.6 = 8¢ per hour, subject to the minimum  
309.7-310.0 = 9¢ per hour, subject to the minimum  
310.1-310.4 = 10¢ per hour, subject to the minimum  
310.5-310.8 = 11¢ per hour, subject to the minimum  
etc.

(2) December 1, 1984 Allowance

If the average for August, September and October 1984 is 308.5, the allowance generated by the chart method for December 1, 1984 would be 6¢ per hour. However, 8¢ per hour would be paid as the minimum provided in e(1).

(3) March 4, 1985 Allowance

If the average for November and December 1984 and January 1985 is 312.7, then 16¢ per hour would be payable, said sum being greater than the minimum provided in e(1).

(4) June 3, 1985 Allowance

If the average for February, March and April 1985 is 314.4, 20¢ per hour would be payable, said sum being greater than the minimum provided in e(2).

(5) The minimums provided in e(3) and e(4) would be applied in similar fashion.

- i. In the event the Bureau of Labor Statistics does not issue the appropriate Index on or before the beginning of one of the adjustment periods shown in Subsection c, any allowance shall be made retroactive to the beginning of the appropriate adjustment period after said Index is issued by the Bureau of Labor Statistics.
- j. The parties to this Agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of a monthly B.L.S. Consumer Price Index. Lacking such availability, the minimums contained in these provisions shall be payable at the times and in the amounts specified.

**Section 8.3: Payday**

- a. Each Employee will be paid by 3:00 p.m. on the Friday following the end of each 2 week pay period.

A group worker who is not scheduled to work on Thursday or Friday of that week may make request in advance that his pay check be mailed to his home. In such a case, his check will be mailed upon preparation by the Payroll Department.

- b. The pay period shall start with the midnight shift on Monday morning and conclude 2 weeks later at the end of the afternoon shift on Sunday.
- c. Employees shall receive their pay checks in sealed envelopes.
- d. To remedy the corrections of paycheck errors as expeditiously as possible, the departments will distribute paychecks on Thursday for review purposes. Any paycheck shortage correction of more than eight (8) straight-time hours properly submitted by 10:00 a.m. on Friday to the Payroll Department will be remedied by Payroll and available to the affected Employee by 3:00 p.m. on Friday. Shortage corrections of eight (8) straight-time hours or less properly submitted by 4:00 p.m. the following Monday will be available to the affected employee after 3:00 p.m. the following Wednesday or will be sent to the affected employee's department if not picked up by that time.

#### **Section 8.4: No Pyramiding**

- a. There shall be no pyramiding of overtime pay, holiday pay or other premium pay.
- b. Whenever an Employee receives a premium rate, any shift differential to which he is entitled shall also be at the premium rate.

#### **Section 8.5: Wage Steps**

In those job classifications for which a series of wage steps have been established, an Employee will be required to spend the specified periods of time at each step, except that

- a. he shall be given more rapid advancement based on actual prior experience and time in the classification.
- b. he may be given more rapid advancement based on actual prior experience on closely related classifications.
- c. in those departments or occupational groups where it has been a normal practice, he may be awarded a higher step, based on his having attained such a step in another classification with the same or higher wage bracket, or

- d. an Employee who progresses to the top step of a classification designated by Job Codes 704 through 799 (commonly called A's) or any higher paying job shall be entitled to the top step of any other classification designated by Job Codes 704 through 799 which the Employee may subsequently hold.
- e. Records shall be kept of all time an Employee spends in any job classification.

**Section 8.6: New Jobs and  
New Occupational Groups**

- a. Once the Company has determined a new classification or a new occupational group is required, it shall notify the Union Business Representative and the Chairperson of the appropriate Unit Committee, in writing and in advance, of the new job classification or the new occupational group, together with the proposed rate for the new job and, in the case of new occupational groups, the proposed method of filling the classifications in the new group. Concurrently, the Company may elect to establish the new classification or fill the new occupational group.
- b. Upon receipt, the Union shall have, within 30 days thereafter, an option of either accepting or rejecting the rate for the new classification or the method of filling classifications in a new occupational group or requesting a meeting for the purpose of discussing the proposal or making counter-proposals.
- c. If a meeting is requested, the parties shall meet as soon as possible to discuss the proposal. If no agreement is reached, the Company may elect to institute the new classification or fill the new occupational group if not instituted under a above.
- d. The establishment by the Company under either a or c above shall not constitute an estoppel to the Union to pursue additional negotiations and/or inequity requests unless the Union fails to exercise options in b above within the 30 day limitation.

**Section 8.7: Shift Premiums**

- a. An Employee working on the day shift shall receive no shift premium unless such is required by law.
- b. An Employee working on the afternoon shift shall receive a shift premium of 40¢ an hour.
- c. An Employee working on the midnight shift shall receive a shift premium of 45¢ an hour.

- d. An Employee shall receive his regular shift premium, if any, for clothes change and bath time, even though such time is normally part of another shift.

**Section 8.8: Sunday Work**

- a. Time and one-half shall be paid for work on Sunday as such.
- b. Sunday is the 24-hour period beginning with the day shift Sunday morning.

**Section 8.9: Seventh Day in Work Week**

- a. Double time shall be paid for all work performed on an Employee's 7th consecutive day worked in the same work week. An Employee called in or scheduled in prior to his assigned day shift starting time on Monday morning shall receive double time for such early hours if he had worked on the prior Saturday.
- b. When overtime is to be worked on both Saturday and Sunday, an Employee selected under any applicable Overtime Working Rules must agree to work both days in order to be selected.

If all Employees decline to work both days, Employees will be selected in the applicable overtime selection procedure order to work either Saturday or Sunday.

Paragraph 1 of Subsection b shall not apply to an Employee involved in the weekend overtime when the inability of the Employee to work on Saturday is restricted under the Illinois Six Day Work Week Law because such Employee had worked 6 days in the Illinois work week.

In such an event, the Employee will be eligible for the Sunday overtime.

Such an Employee shall not be eligible for Sunday overtime if there are sufficient Employees in the classification, on the shift who agree to work both days. It is the intent of this paragraph to allow an Employee ineligible for Saturday overtime under the Illinois law to work Sunday before going outside the classification or shift.

An Employee scheduled to work overtime on Saturday and who works Saturday shall work overtime on Sunday should it become necessary to schedule Sunday overtime in the classification worked on Saturday.

It is the intent of this Subsection that an Employee working the sixth day of the work week on overtime shall not be prevented from working the seventh day in the work week if overtime is required in the same job classification and same shift as he worked on the sixth day in order to avoid the payment of double time.

- c. An assignment of an Employee in accordance with the above provision will be made only when the Company deems it necessary to do such work and when the assignment will not be in violation of any law.
- d. In this Section, a period of work which is connected with another shift (“early call-in” or “hold-over”), but which overlaps another work day, shall not be counted as a separate day worked, unless such “early call-in” or “hold-over” is for a full shift or longer.
- e. However, Subsection (d) shall not apply to a “hold-over” beyond the end of an Employee’s normal midnight shift on Saturday or to an “early call-in” prior to an Employee’s normal day shift on Monday morning. Any such period (excluding normal clothes change time, etc.) shall be considered as a separate day worked.
- f. An Employee must work at least 4 hours on his regularly scheduled shift to have that work day counted as a “day worked” for purposes of eligibility for seventh day double time.
- g. If an Employee is called in to work on his regular day off for a period not connected with another shift, such period shall be considered a separate day worked regardless of the length of time worked.

#### **Section 8.10: Call-In Pay**

An Employee called in to the plant to work during a period of time unconnected with his regular shift shall receive, regardless of the actual time worked, not less than the equivalent of straight time pay for 4 hours.

#### **Section 8.11: Reporting Pay**

- a. An Employee reporting for work at his regular starting time and place, lacking notice from the Company to the contrary, and who, through no fault of his own, is not permitted to work in his regular job classification shall be given, without

affecting any other regular Employee, a full day's work at his regular rate of pay.

- b. However, such Employee shall receive not less than 4 hours' pay, regardless of the actual time worked, unless the Employee does not work because of:
  - (1) The granting of his request to go home rather than perform temporary work for which he is physically qualified,
  - (2) a plant breakdown beyond the control of the Company, or
  - (3) any other cause entirely beyond the control of the Company.

### **Section 8.12: Hours Outside Regular Schedule**

- a. An Employee working outside his regularly scheduled shift on his regularly scheduled work day (i.e. daily overtime) shall receive time and one-half. An Employee working on his regularly scheduled day off shall receive time and one-half only after he has actually worked all of his regularly scheduled hours, or 40 straight-time hours, in that work week. (For the purpose of this section only hours "worked" includes paid vacation, paid jury duty, paid funeral leave, paid holidays, Company-paid union leave [union leave not paid for by the Company is not included as "hours worked" unless pre-approved by Labor Relations] and hours where the employee is not allowed to work due to the Company's decision).
- b. Regular schedule, as used in this Section, means 5 consecutive days, starting with the first shift of the work week, for Employees on straight shifts and rotating 2 or 3 shift schedules and 5 consecutive days of the work period for established group work schedules. Regularly scheduled hours means the 8 hours of an Employee's regular, assigned shift as designated in Sections 7.1 or 7.3 of this Agreement.

### **Section 8.13: Selection for Overtime Work**

- a. It is recognized that overtime work is important and, on occasion, necessary and that an Employee is subject to disciplinary action for failure to work assigned overtime, unless excused by his foreman. Normally 48 hour advance notice will be given for scheduled weekend work; however circumstances may require shorter notice.
- b. Once the Company has determined that Employees are to do certain work at a certain time and that there will be an insufficient number of Employees otherwise available to perform the work, Employees

- will be selected for overtime work in accordance with working rules established by the Company and the Union.
- c. An Employee will not be allowed or required to work more than 16 consecutive hours, or to work double shifts on 2 consecutive days, unless he is the only available qualified Employee. For the purpose of this Section, 6 hours or more shall constitute a double unless provided otherwise in any agreed Overtime Working Rules.
  - d. An Employee who is on vacation shall have no preference for overtime on his normal days off, except for startup activities following a shutdown.
  - e. The Company will make reasonable effort not to force Employees to work overtime. However, due to Company operations, forcing of overtime may be required but, when overtime is forced, proper Employees will be forced. As a basic guideline, when possible, all forced overtime will be the responsibility of the outgoing shift unless the applicable Departmental Overtime Agreement specifies otherwise. In the event the Company might force the wrong Employee to work an overtime assignment, that Employee will be paid at 2 times his basic rate of pay for the overtime worked. Unless otherwise specified by a Departmental Overtime Agreement regarding the procedure utilized in the event of a "forced" overtime assignment, the basic guideline of "forcing the original vacancy" when available should be exercised. For known in advance Departmental openings due to vacations, leaves of absence, jury duty, funeral leave, and disciplinary suspension, the basic concept of "ask for 8 hours, ask for 12 hours, and then force for 8 hours" should be utilized as a basic guideline. However Department Overtime Agreements ultimately will govern how such openings are to be covered in each of the respective Departments throughout the plant.
  - f. An Employee who works an overtime assignment in a lower paid job classification shall receive overtime payment based on his regular rate of pay.
  - g. In the event an Employee is forced to work overtime under Section 8.13-e above, and such overtime is daily overtime on a hold over basis and the Employee can prove to the satisfaction of the Company that he does not have transportation



home, the Company shall exercise one of the following options:

- (1) Allow the Employee to work a full 8 hour double.
  - (2) Provide transportation home for the Employee.
- h. An Employee who volunteers for and starts work on a full 8-hour double and whose overtime is cut short by management decision will be treated as one who is forced under paragraph g for purposes of transportation.
- i. Where more than one Employee in a classification (in the same overtime unit on the shift) is forced to work overtime, and it develops that some can leave earlier than others, the senior Employees in the classification will, if they ask, be given the opportunity to leave first, provided (1) those who remain are qualified to do the work and (2) no transportation home will be provided.

#### **Section 8.14: Pay for Overtime Work**

Time and one-half will be paid for all hours worked in the work week for:

- a. All hours over 8 hours in a 24-hour work period (except those resulting from Employees trading shifts at their request).
- b. On an Employee's regular scheduled day off in the work week.
- c. Over 40 hours in a work week.
- d. Hours outside the regular schedule as provided in Section 8.12.

#### **Section 8.15: Time Off Due to Overtime**

- a. An Employee shall not be required to take time off from his regular schedule because of working overtime except to conform with legal requirements under appropriate laws.
- b. If, to conform with State or Federal law, an Employee is allowed to take a day off from his regular schedule, he shall be allowed to select the day off provided, however, that if more than one Employee is involved, such selection shall be made by group seniority.
- c. Provision b shall not take precedence over Section 8.9.

#### **Section 8.16: Overtime Equity Allowance**

An Employee working more than 4 hours (exclusive of clothes change or wash-up time) shall be entitled to

an overtime equity allowance of \$8.00 to be placed on the employee's check as earnings.

**Section 8.17: Holiday as Time Worked**

A day for which an Employee receives holiday pay shall be counted as a day worked for the purpose of computing overtime only if he would have been scheduled to work on that day except for the observance of the holiday.

**Section 8.18: Selection for Holiday Work**

- a. Employees will be selected for work on any shift on a holiday in accordance with occupational group seniority (General Machinists date where applicable) from among qualified Employees who:
  - (1) are in the job classification needed,
  - (2) are in the department (with preference given to those within the appropriate overtime unit, if any), and
  - (3) normally would have been scheduled to work that shift but for the holiday.
- b. This procedure will not apply to selection of standby workers for the Christmas-New Year holiday shutdown period.
- c. If departmental overtime working rules provide a procedure for selecting employees specifically for holiday work, that procedure, rather than (a) above, will be observed. Otherwise, the overtime working rules shall not apply unless and until all qualified Employees who normally would have been scheduled to work that shift are first given an opportunity to work.

**Section 8.19: Transfer to Higher-Paid Job**

- a. An Employee temporarily transferred to a job having a higher wage bracket shall receive the lowest step in such bracket which is higher than his regular rate for the actual time worked on the job or for 4 hours, whichever is greater.
- b. Such Employee will be credited for all time worked in the job classification for progression within the wage bracket.

**Section 8.20: Transfer to Lower-Paid Job**

- a. An Employee temporarily transferred for the convenience of the Company to a job carrying a lower rate of pay shall receive his regular rate of pay.

- b. An Employee temporarily transferred for his own convenience to a job carrying a lower rate of pay shall receive that rate of pay for the actual time worked on such job.

**Section 8.21: Sunday - Monday Double Shift**

An Employee who is scheduled for the day shift on Monday and who is called or scheduled in for the full mid-night shift on Sunday, shall receive time and one-half for his regular day shift on Monday.

## ARTICLE 9 – HOLIDAYS

### Section 9.1: Days to be Observed

a. During the first year of the Agreement, the following days will be observed as paid holidays:

Christmas Eve	Wednesday	December 24, 2008
Christmas Day	Thursday	December 25, 2008
Floater	Monday	December 29, 2008
Floater	Tuesday	December 30, 2008
New Year's Eve	Wednesday	December 31, 2008
New Year's Day	Thursday	January 1, 2009
Memorial Day	Monday	May 25, 2009
Fourth of July	Saturday	July 4, 2009
Labor Day	Monday	September 7, 2009
Thanksgiving Day	Thursday	November 26, 2009
Thanksgiving Friday	Friday	November 27, 2009

b. During the second year of the Agreement, the following days will be observed as paid holidays:

Christmas Eve	Thursday	December 24, 2009
Christmas Day	Friday	December 25, 2009
Floater	Monday	December 28, 2009
Floater	Tuesday	December 29, 2009
New Year's Eve	Thursday	December 31, 2009
New Year's Day	Friday	January 1, 2010
Memorial Day	Monday	May 31, 2010
Fourth of July	Sunday	July 4, 2010
Labor Day	Monday	September 6, 2010
Thanksgiving Day	Thursday	November 25, 2010
Thanksgiving Friday	Friday	November 26, 2010

c. During the third year of the Agreement, the following days will be observed as paid holidays:

Christmas Eve	Friday	December 24, 2010
Christmas Day	Saturday	December 25, 2010
Floater	Monday	December 27, 2010
Floater	Tuesday	December 28, 2010
New Year's Eve	Friday	December 31, 2010
New Year's Day	Saturday	January 1, 2011
Memorial Day	Monday	May 30, 2011
Fourth of July	Monday	July 4, 2011
Labor Day	Monday	September 5, 2011
Thanksgiving Day	Thursday	November 24, 2011
Thanksgiving Friday	Friday	November 25, 2011

d. If any of the above days (except those during the December 24 - January 1 plant shutdowns) falls on a Sunday, the Monday following will be observed as the holiday.

- e. In this Agreement, the term “holiday” refers only to a day observed as a holiday under the provisions of this Section and is the 24-hour period beginning with the day shift on such day.
- f. During each year of the Agreement, plant operations will be shut down from December 24th through January 1st so that Employees may better enjoy the Christmas-New Year’s holiday period.

### **Section 9.2: Holiday Pay**

- a. An Employee who is eligible under Section 9.3 shall receive his basic rate of pay, including shift differential, for 8 hours plus clothes change time when such time is allowed outside the regular shift.
- b. An Employee shall receive 3 times his basic rate of pay for all hours worked on a holiday, such premium including holiday pay.
- c. An Employee who fails to work as scheduled on a holiday shall not receive holiday pay unless he has a reason acceptable to the Company.

### **Section 9.3: Eligibility for Holiday Pay**

An Employee will be eligible for holiday pay:

- a. If he works on his last scheduled shift immediately prior to the holiday and his first scheduled shift immediately after the holiday.
- b. If the Employee works in the work week prior to or in the work week which includes the holiday and his failure to qualify as required above is by reason of proven illness or injury. (For this purpose, an Employee absent for one of the reasons listed in Subsection d shall be considered as having worked.)
- c. If the Employee works in the work week which includes the holiday and his failure to qualify as required above is by reason of
  - (1) his being laid off after working in that work week,
  - (2) leave of absence for Union business.
- d. If the Employee’s failure to qualify as required above is by reason of
  - (1) compensable industrial illness or injury,
  - (2) jury duty,
  - (3) funeral leave granted under Article 13, or
  - (4) scheduled paid vacation (does not apply to shut-down periods).

- e. If the Employee is excused in writing for all or some portion of the required shift and is otherwise qualified, except that an Employee on leave of absence of more than 1 day will be eligible only if he comes within one of the specifications listed above.

#### **Section 9.4: Christmas-New Year Holiday Pay**

For those holidays which fall within the December 24-January 1 shutdown period, an Employee will be eligible for holiday pay for all such holidays:

- a. If he works in the work week prior to or in the work week which includes Christmas Eve and his failure to qualify as required in Subsection 9.3a is by reason of proven illness or injury.
- b. If he works on his first regular scheduled shift immediately after New Year's Day and his failure to qualify as required in Subsection 9.3a is by reason of proven illness or injury.
- c. If he works in the work week which includes Christmas Eve and his failure to qualify as required in Subsection 9.3a is by reason of his being laid off.

#### **Section 9.5: Holiday During Vacation**

If a holiday (other than those during the Christmas-New Year holiday period) falls on the regular working day of an Employee who is scheduled for vacation that week, he may, if he wishes, take an additional working day off immediately prior to or following his vacation. Advance arrangements are to be made as to which day the Employee shall take.

#### **Section 9.6: Notice of Holiday Work**

The Company will give 72 hours notice of holiday work except in cases of a valid emergency as referred to in the Temporary Shutdown Provisions of the Agreement. If such notice is not given then, an Employee is not to be considered scheduled and shall not lose holiday pay as stated in Section 9.2-c.

### **ARTICLE 10 - VACATIONS**

#### **Section 10.1: General Considerations**

- a. A week of vacation shall be compensated at the rate of 40 times the hourly rate of pay, without shift differential, in effect at the time the vacation is taken.
- b. In this Article, "Anniversary Date" means the anniversary of the beginning of continuous Company service, except that an Employee shall, on the January 1st following the completion of (two) 2 years of service, assume January 1st of the year in

which his service began as his service date for vacation purposes.

- c. An Employee's vacation eligibility during his 4th year of service shall be determined by counting pay periods from January 1st of his 3rd year.
- d. An Employee's eligibility for an amount of vacation pay and time off shall be based on his Company service date.

### **Section 10.2: Eligibility for Vacation**

Eligibility for vacation privileges of an Employee on the active payroll shall be as follows:

- a. An Employee with 1 year but not more than 2 years of continuous service shall receive 1 week of vacation if he has received earnings in 20 pay periods.
- b. An Employee with two years of continuous service shall receive 1 week of vacation if he has received earnings in 20 pay periods since his anniversary date in the previous year.
- c. An Employee with 3 years of continuous service shall receive 2 weeks of vacation if he has received earnings in 18 pay periods since his anniversary date in the previous year.
- d. An Employee with 10 years of continuous service shall receive 3 weeks of vacation if he has received earnings in 18 pay periods since his anniversary date in the previous year.
- e. An Employee with 15 years of continuous service shall receive 4 weeks of vacation if he has received earnings in 18 pay periods since his anniversary date in the previous year.
- f. An Employee with 25 years of continuous service shall receive 5 weeks of vacation if he has received earnings in 18 pay periods since his anniversary date in the previous year.
- g. An Employee hired after December 4, 2005 shall be capped at a maximum of four (4) weeks of vacation.
- h. Employees shall receive a vacation bonus of \$80 per week of vacation allotment. Employees eligible for more than two weeks of vacation bonus will receive two weeks vacation bonus on the second paycheck in January with all remaining vacation bonus to be paid out the last regular paycheck prior to the July Vacation Shutdown period. For Employees eligible for only one or two weeks vacation, their total vacation bonus will be paid out on the last regular paycheck prior to the July Vacation Shutdown period.

### **Section 10.3: Vacation Period**

- a. The normal vacation period shall be a 1-week period which includes the 4th of July, and the 1-week period that follows Thanksgiving.

(1) in 2009, June 29 and November 30;

(2) in 2010, June 28 - November 29; and

(3) in 2011, July 4 - November 28;

If the Company needs to cancel one or both weeks of the vacation shutdown period, 30-days advance notice will be provided to Employees.

For the Vacation Shutdown week which includes the 4th of July, the shutdown will be (8) calendar days in duration rather than (7), due to the celebration of the July 4th holiday. Therefore, normal production would resume on Tuesday following the July 4th week, rather than Monday. (Note: For year 2009, shutdown will only be 7 calendar days due to July 4th falling on a Saturday.)

Also, in the event of the cancellation of the Company's second week of vacation shutdown (week after Thanksgiving), upon such notice, Employees may choose to reschedule that week of vacation in a 1-week increment, or receive pay-in-lieu for that week, or reschedule that week of vacation in 1-day increments. Due to the lateness in the year, Employees may reschedule this week of vacation into the on-coming year if they so desire.

- b. For the purposes of holiday pay eligibility or of application of seniority at time of curtailment, an Employee is not considered as laid off if he is off without pay during a shutdown for vacation.

### **Section 10.4: Scheduling**

- a. An Employee who is required to work during the normal vacation period or who is eligible for more than 2 weeks of vacation will be given the opportunity to schedule another vacation time. If the Company needs additional Employees to fill in during Plant Shutdown, the jobs will be offered to those Employees with 1 week of vacation to work 1 week and second, to those Employees with no vacation allotment.



- b. The Company will contact each such Employee not later than the end of the first full week in December of the preceding year to determine preferences for vacation scheduling.
- c. An Employee shall make his preferences known promptly so as to permit completion of scheduling by December 30th.
- d. Preferences expressed before that date will be considered in accordance with Subsections i, j, k, and l below.
- e. After that date he shall be limited to available dates, even though a junior Employee may be scheduled for a preferred period. However, under unusual circumstances, if the Company changes his vacation, he then can use his seniority to select a changed vacation period.
- f. The vacation week shall begin on Monday for all Employees. Employees on a Monday through Friday schedule will not be forced to work the Saturday/Sunday weekend at the end of their scheduled vacation week prior to returning to work on Monday. Group workers may start their vacation to coincide with their group work schedules. The Employee shall make his final decision no later than 2 weeks prior to the week he will start his vacation.
- g. An Employee may, if he wishes, take pay in lieu of time off for any week(s) of vacation in excess of 2. Such choice is to be made, if possible, when he initially schedules his vacation, but in no event later than 2 weeks prior to the scheduled start of that portion of his vacation. Pay in lieu will be issued promptly after he makes his decision known, provided he is eligible.
- h. If either or both weeks of the normal vacation period are cancelled, affected Employees will have the option of rescheduling the cancelled weeks or taking pay in lieu, or rescheduling the cancelled weeks in one-day vacation increments.
- i. Vacation Scheduling (Production Workers)
  - (1) Preference for vacation scheduling expressed by or prior to December 30 will be granted on the basis of occupational group seniority within his job classification in his department.

- (2) The Company shall determine the number of Employees in each job classification to be assigned vacations during any given period.
- (3) In the event the number of Employees in various classifications exceeds the total number allowed by the Company in any given period, the preference for the total department number shall be by occupational group seniority.

j. Vacation Scheduling (Mechanical)

- (1) Preference for vacation scheduling expressed by or prior to December 30 will be granted on the basis of occupational group seniority within his department.
- (2) The Company shall determine the number of Employees in each job classification and the total number in all job classifications to be assigned vacations during any given period.

**Section 10.5: Transfer to New Department**

- a. An Employee who is scheduled for vacation during the normal vacation period, and who transfers to a new department where he is not to be scheduled for vacation during that period, or vice versa, shall be rescheduled.
- b. The Company will attempt to give any other Employee who transfers to a new department his vacation as originally scheduled unless other Employees are already scheduled for all available vacations during that period.
- c. In the event an Employee is to be rescheduled under either of the 2 preceding provisions, his preference will be determined on a seniority basis.

**Section 10.6: Change in Schedule**

- a. Once scheduled, an Employee's vacation is not to be changed except for good cause. No change is to be made within the final 2 weeks prior to the scheduled beginning of the vacation, except in an emergency.
- b. If the department is forced to cancel an Employee's vacation as stated above, he will be rescheduled at that time for a new vacation period. He will receive his vacation pay at the time of taking his time off.
- c. If the department finds it necessary to change an Employee's vacation schedule more than 2 weeks prior to the scheduled period, the Employee will be

rescheduled in accordance with seniority, limited to those periods which were available to him when he made his original selection.

- d. Under no circumstances may a department change an Employee's vacation schedule more than once, except where necessary to grant the preference of a senior Employee.
- e. If the department grants an Employee's request to change his vacation schedule after December 30th, the Employee's selection is limited to the remaining available periods.
- f. If a vacation week becomes open after the initial scheduling period, it will be made available to Employees in the affected classification and department who have requested it. If more than one such employee has requested it, occupational group seniority will be the determining factor.

#### **Section 10.7: Issuing Vacation Pay**

- a. A day shift Employee is to receive vacation pay no later than the start of his last regularly scheduled shift prior to leaving for vacation, provided the scheduling is completed in sufficient time. (For Monday-Friday workers, scheduling must be completed by noon of the prior Monday, etc.)
- b. An afternoon or midnight shift Employee shall receive vacation pay no later than the start of his next to last shift.
- c. In emergency or hardship cases, the Company will endeavor to make such prepayment with less notice, but such is not guaranteed.

#### **Section 10.8: Eligible After Shutdown**

- a. An Employee who is not eligible for a vacation at the time of the normal vacation period shall receive a vacation if he becomes eligible at a later date in the calendar year.
- b. An Employee who comes within either of the 2 preceding provisions may elect to receive compensation for any week or weeks of vacation without taking additional time off provided he was absent from work during an equivalent number of calendar weeks (or periods of 5 consecutive calendar days of a group schedule) or off without pay during a plant shutdown for vacation during the calendar year.

### **Section 10.9: Leaves of Absence**

The following rules shall apply provided the Employee works in the calendar year:

- a. Each pay period in which an Employee did not receive earnings because he was absent from work due to industrial injury or industrial illness shall be counted as a pay period in which he received earnings for the purpose of vacation eligibility.
- b. An Employee who is otherwise qualified for a vacation and who is absent at the time of the normal vacation period on an approved leave of absence shall receive vacation compensation at that time.
- c. An Employee who receives a leave of absence to extend beyond the calendar year shall be considered the same as an Employee who resigns for the purpose of vacation compensation.

### **Section 10.10: Terminations**

- a. An Employee who is laid off for lack of work after the normal vacation period in his department or who resigns prior to his vacation period shall be considered to be scheduled for vacation on the date of termination and his eligibility for compensation shall be determined as of that date.
- b. An Employee who has not completed 1 year of service at the time he is laid off shall receive compensation for vacation if he has received earnings in 20 pay periods and if his first anniversary of employment could occur in the calendar year.
- c. If his first anniversary of service could not occur in the calendar year, he shall be eligible for vacation compensation on his first anniversary provided he has seniority status at that time.
- d. An Employee who has completed 2 years but less than 3 years of service at the time he is laid off shall receive compensation for two weeks of vacation if he has received earnings in 18 pay periods since his anniversary date in the previous year and if his third anniversary of service could occur during that calendar year.
- e. An Employee who is eligible for vacation but who is laid off for lack of work prior to the normal vacation period in his department shall not receive vacation compensation at the time he is laid off but shall receive it at the time of the normal vacation period.

- f. An Employee discharged for cause shall receive compensation for vacation for which he is otherwise eligible .
- g. An Employee who retires effective within a calendar year and who is eligible for vacation at the effective time of said retirement, regular or early, shall have the following options:
  - (1) Taking all or part of his vacation, time permitting, prior to the effective date of his retirement.
  - (2) Being paid for all or part of his vacation, after the effective date of his retirement.All vacation allotment must be taken or paid for within the calendar year. Employees retiring after the plant vacation shutdown and who are scheduled for vacation during all or part of the shutdown shall take this period, counted as vacation.

#### **Section 10.11: Military Reinstatement**

- a. The vacation eligibility of an Employee who did not receive vacation pay at the time he entered military service shall be determined, upon his reinstatement under the provisions of Section 6.5, by crediting such Employee with the total number of pay periods in which he has received earnings since his anniversary date prior to entering military service in the same manner as if such anniversary date was the one which preceded his reinstatement.
- b. The requirement of working any given number of pay periods shall be waived for an Employee returning from military service for purposes of determining his eligibility for vacation in the year in which he is reinstated.

#### **Section 10.12: One-Day Vacations**

- a. An Employee who is eligible for 3 or more weeks of vacation may schedule all of his vacation (other than the normal shutdown periods) in one-day increments, provided:
  - (1) he makes a written request to his supervisor during the previous week or no later than two
  - (2) working days in advance of the requested day, except in an emergency situation which shall be limited to a maximum of five (5) days per calendar year in which case the request must be made at least one hour before the start of the shift; and

- (2) in the judgment of management, the day of vacation will not adversely affect operations.
- b. Requests will be granted on a first come, first served basis. However, all requests made on the same work day (24-hour period) shall be considered as being received at the same time. In case of simultaneous requests by Employees in the same classification, occupational group seniority will prevail.
  - c. An Employee who is not scheduled to work during the normal vacation shutdown period in July, but due to business reasons ultimately works a week of vacation shutdown, may later in the year take that week of vacation in one-day increments if he so desires.
  - d. One-day vacations will be paid at 8 times the basic hourly rate of the Employee's regular classification, in effect at the time the vacation is taken, without shift premium.
  - e. The weekly vacation bonus will be paid along with the pay for the first day of vacation taken.
  - f. There will be no carryover of days beyond the calendar year. Any unused vacation days will be paid for at the end of the year.
  - g. Employees utilizing a pre-approved one-day vacation on Friday shall not be required to work Saturday.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### **Section 11.1: General Provisions**

- a. Except in emergencies, a written request for leave of absence shall be made, on a form provided by the Company, at least 5 working days prior to the requested starting date of the leave.
- b. In emergencies such as hospitalization for proven illness or injury, this requirement shall be waived and the Employee shall be placed on leave as of the first day of hospitalization or of illness prior to hospitalization.
- c. The Company will answer all written requests for leaves of absence in writing.
- d. Except in the case of medical leave or leave for Union business, an Employee shall accumulate seniority during a leave of absence for a period not to exceed one year from the last day worked. In the case of medical leave, the accumulation shall be limited to 2 years from the last day worked.

- e. Employees must exhaust up to 5 days unused vacation concurrently with FMLA prior to taking unpaid leave.

### **Section 11.2: Union Business**

- a. Within reasonable limits, in view of the requirement of the Company's work, an Employee desiring a leave of absence for the purpose of Union business, shall be granted such leave of absence.
- b. An Employee who accepts full time employment with the Union shall be granted a leave of absence for that purpose.
- c. An Employee who receives a leave of absence to devote his full time to Union business shall be restored to work in accordance with this Agreement if he requests such restoration within 1 month after leaving the Union position.

### **Section 11.3: Disability**

An Employee who is physically able to return from disability shall be considered as having been on medical leave of absence.

### **Section 11.4: Personal Leave**

- a. An Employee who requests a leave of absence for personal reasons must specify the reasons in his request.
- b. A personal leave may be granted by the Company depending on the reasons specified and the ability of the Company to grant the leave.

### **Section 11.5: Jury Service**

- a. An Employee shall be excused from work on a work-day or workdays on which he performs jury service provided he gives prior notice to his supervisor.
- b. A midnight shift 4-group worker shall be excused from work either the midnight shift before or after his jury service provided he gives prior notice to his supervisor. In no event will he be excused for more shifts than he performs jury service.
- c. The Company reserves the right to attempt to obtain a release from jury duty for any Employee so summoned.
- d. The Company will pay the difference between an Employee's regular straight time earnings (including any shift premium) and compensation received for jury duty for each working day which the Employee must have jury service.

- e. Such payment will be made upon presentation of a statement from the Clerk of the Court showing the date of jury service and the amount of compensation therefor.

**Section 11.6: Restoration to Work**

- a. It shall be the responsibility of an Employee who is on leave of absence to notify the Benefits Department of the Company if he is unable to return to work at the expiration of the leave. He will also be required to request and extension of his leave of absence at that time.
- b. If such notice has not been received or if the request for extension is not granted, an Employee who fails to return to work at the expiration of his leave of absence will be terminated and further consideration for reinstatement will be given only if the Employee can prove, to the satisfaction of the Company and the Union, that he was physically unable to provide for the required notification.
- c. No Employee may return to work from a medical leave until he presents the written approval of the personal physician and the Medical Department of the Company determines that he is physically able to perform the necessary work.
- d. When an Employee returns from leave, he is to be returned to his former classification, department, and shift or group (if still available) unless he lacks seniority to return to the classification.
- e. Upon return to work from leave of absence, an Employee may exercise any recall rights to an occupational group which he could have exercised while he was on leave of absence.
- f. An Employee who cannot be restored to his former job because of lack of seniority may displace another Employee in the same manner as in a curtailment.
- g. An Employee who cannot be restored to his former job because the Medical Department determines that he is not physically fit to perform the required work may, with approval of the Medical Department, displace another Employee in the same manner as in a curtailment.



## ARTICLE 12 - MANAGEMENT RIGHTS

### Section 12.1: Functions of Management

- a. Subject to the provisions of this Agreement the Union recognizes that the management of the plant and the direction of the working force is vested exclusively in the Company and this shall include, but not be limited to, the right to hire, demote, promote, and suspend or discharge for just cause, to release and lay off Employees for lack of work, to assign work and to transfer Employees from one job to another and Management has the sole responsibility for the assignment of work, overtime, maintaining discipline and otherwise directing and operating the plant.
- b. The foregoing Management functions shall not be used for the purpose of discrimination against any Employee because of Union activity or for the purpose of evading any of the provisions of this Agreement.
- c. Subject to the provisions of the Agreement, Departmental Rules shall not be established contrary to those set forth by the Labor Relations Department.

### Section 12.2: Work by Supervisors

Supervisors, foremen and/or non-bargaining unit employees are not to perform work normally performed by bargaining unit Employees. However, a supervisor, foreman and/or non-bargaining unit employee may perform necessary work:

- a. for purposes of training an Employee,
- b. under emergency conditions (such as where the safety of any person is involved or where injury to the Company's plant or equipment would likely result from the delay necessary to obtain the services of a bargaining unit Employee),
- c. which is incidental to proper operation and does not have the effect of eliminating any employment opportunity in the bargaining unit or of depriving an Employee of the opportunity to work overtime,
- d. of an experimental nature, or
- e. for developing or testing new methods on new, altered or repaired equipment.
- f. In the event a supervisor, foreman and/or non-bargaining unit employee performs work in violation of the Agreement and/or this Section, the proper

Employee will be paid the appropriate rate of pay, including overtime if applicable.

## **ARTICLE 13 - FUNERAL LEAVE**

### **Section 13.1: Death of Family Member**

a. In the event of the death of an Employee's spouse, child, parent, parent-in-law, son-in-law, daughter-in-law, brother, sister, grandparent, grandchild, spouse's brother or sister, brother's wife, or sister's husband, the Employee will be entitled to a maximum of three (3) consecutive workdays off with pay, such leaves to include the day of the funeral.

b. In the event of a memorial service in lieu of a funeral service, the Employee will be entitled to a maximum of three (3) workdays off with pay, in connection with the day of death and/or the memorial service.

### **Section 13.2: Family Members Defined**

For purposes of determining eligibility for paid funeral leave:

- a. A stepparent or foster parent who has lived in the same household in an immediate family relationship with the Employee may be substituted for the Employee's actual parent, with the understanding that paid leave will not be allowed for more than one "father" and one "mother".
- b. A stepchild or foster child who has lived in the same household in an immediate family relationship with the Employee will be considered his "child".
- c. A stepbrother or stepsister who has lived in the same household in an immediate family relationship with the Employee will be considered his "brother" or "sister". An Employee's half-brother or half-sister will be considered his "brother" or "sister".
- d. In the event of the death of an Employee's spouse, the "in-law" relationship for the Employee will not change unless the Employee remarries. The Employee's new marriage will sever his/her prior "in-law" relationship, with a new "in-law" relationship established by virtue of his/her new marriage.

### **Section 13.3 Limits on Payment**

- a. Payment will be only for days lost from the regular schedule of the Employee and for any overtime day

for which he had already been scheduled when he received notice of the death.

- b. Payment will be on the basis of 8 times the Employee's basic hourly rate of pay for each day for which he is entitled to payment, except that scheduled Sunday hours will be reimbursed at time and one-half the basic rate.
- c. If the Employee does not attend the funeral or memorial service, he will not be entitled to any payment.

#### **ARTICLE 14 - INSURANCE**

The Company agrees to make available to active Employees and eligible dependents a group plan of insurance. Except as provided by the Company's offer letter dated January 21, 2001, there will be no change in the level of benefits during the term of this Agreement.

#### **ARTICLE 15 - RETIREMENT**

##### **Section 15.1: Employees Retirement Plan**

Employees hired prior to December 4, 2005, shall continue to be covered by the Olin Corporation Employees Pension Plan as negotiated for Employees of East Alton. Effective January 1, 2009, no further service will accrue in this plan for Employees who have not attained age 45 by that date and all service thereafter will be in the Defined Contribution Pension Plan. For Employees employed as of December 7, 2005, the Company shall contribute 5% of total compensation to the Defined Contribution Plan for Employees who have not attained age 45 and 7 1/2% for Employees when they attain age 45.\* For all Employees hired on or after December 8, 2008, the Company shall contribute 5% of total compensation to the Defined Contribution Pension Plan. Booklets describing the Plan will be available in the Company's offices.

\*The Company shall continue to contribute the enhanced amounts of 6%, 7%, 8%, 10%, or 12% for those employees who are currently receiving those contribution amounts. Those contribution amounts are effective only for the life of this Agreement and shall not increase during the life of this Agreement.

##### **Section 15.2: Retirement Age**

The normal retirement age shall be 65, however, an Employee may continue to work past 65.

**Section 15.3: Notification of Union**

The Company will send the Union a list each month showing the name, service date, and monthly pension of each Employee retiring that month.

**ARTICLE 16 - CEO PLAN**

The CONTRIBUTING EMPLOYEE OWNERSHIP PLAN shall be applicable in accordance with its terms and conditions to any eligible Employee. Booklets describing the CEO PLAN will be available in the Company offices.

**ARTICLE 17 - NONDISCRIMINATION**

It is a continuing policy of the Company and the Union that the provisions of the Agreement shall be applied without regard to race, color, religion, national origin, sex, age, citizenship, marital status, or sexual orientation. There shall be no discrimination against Employees protected by Section 503 of the Rehabilitation Act of 1973 or Section 402 of the Viet Nam Era Veterans' Readjustment Assistance Act of 1974 and the Company and the Union will take all actions necessary to comply with the Americans With Disabilities Act.

**ARTICLE 18 - CONTRACTING OUT**

The Company agrees that it will not contract out work normally performed in the plant by Mechanical Unit Employees whenever there are qualified Employees on the active payroll or on layoff with recall rights who can perform the work within regular work schedules with existing and available equipment and facilities in the time required in an efficient cost effective manner.

**ARTICLE 19 - EDUCATIONAL ASSISTANCE**

Employees will be allowed to participate fully in the Olin Educational Assistance Policy which reimburses eligible Employees for 100% of the cost of tuition, books, and certain other fees when they satisfactorily complete college, technical, or home study courses aimed at preparing them for promotional opportunities at Olin.

**ARTICLE 20 - TERM OF AGREEMENT**

**Section 20.1: Effective Dates**

This Working Agreement shall be in force and effect from December 8, 2008, until 11:59 p.m. on December 11, 2011, and shall be automatically extended until December 9, 2012, and for each yearly period thereafter.

### **Section 20.2: Termination or Modification**

Either party hereto may terminate or modify this Agreement by:

- a. Serving written notice upon the other party to the Agreement of the proposed termination or modification 60 days prior to any expiration date hereof;
- b. Offering to meet and confer with the other party for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications;
- c. Notifying the Federal Mediation and Conciliation Service within 30 days after such notice of the existence of a dispute, and simultaneously therewith notifying any State agency established to mediate disputes within the State of Illinois, provided no Agreement has been reached by that time; and
- d. Continuing in full force and effect, without resorting to strike or lockout, all the terms and conditions of the existing Agreement for a period of 60 days after such notice is given or until the expiration date of this Agreement, whichever occurs later.

### **Section 20.3: Invalidity of Any Provision**

- a. If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.
- b. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.

### **Section 20.4: No Lockout**

There shall be no lockout on the part of the Company.

### **Section 20.5: No Strike**

The Union shall not

- a. authorize any strike as defined in the Labor Management Relations Act, as amended, during the term of this Agreement or any extension thereof, nor
- b. authorize any refusal by an Employee to enter upon the premises of the Company and to perform

work hereunder because of any strike or picket line called or established for any unlawful purpose or incident to any effort to organize any unorganized employees of the Company by any union which does not represent a majority of the persons in the unit which it is attempting to organize.

**Section 20.6: Unauthorized Strike**

In the event of the occurrence of any such unauthorized strike, or any such unauthorized refusal to enter upon the premises of the Company and to perform work hereunder, the Union shall immediately, upon receiving notice thereof, inform the Employees that such action is not authorized by the Union and deliver to the Company a letter advising that such action is not authorized by the Union and exercise its best efforts to bring about an immediate cessation of such strike or refusal to enter upon the premises of the Company and to perform work hereunder.

**Section 20.7: Peaceful Resolution of Disputes**

Any grievance shall be peacefully resolved through the grievance and arbitration procedure and any claim or charge of unfair labor practice shall be peacefully resolved through the appropriate administrative agency or court without resort to lockout or strike and the right to lockout or strike is specifically waived in recognition of the availability of the aforesaid means for settlement of differences.

**Section 20.8: Financial Liability**

It is understood and agreed that the Union shall have no financial liability for the acts of its members which are not authorized by the Union.

**Section 20.9: Disciplinary Action**

Any Employee, or group of Employees, who participates in or is responsible for any unauthorized strike or refusal to enter upon the premises of the Company and to perform work hereunder, shall be subject to disciplinary action, including discharge, by the Company; provided, however, that it shall not be a violation of this Agreement for Employees to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the union picketing and is established for a legal purpose by a union recognized as representing employees of the Olin Works, except that the Employees as well as the Union shall not refuse to cross a picket line which is established for organizational purposes by a

union which does not represent a majority of the persons in the unit which it is attempting to organize.

**Section 20.10: Essential Work**

The Employees as well as the Union shall cross all picket lines for the performance of work which is essential to the maintenance of the Company's plant and equipment for standby operations.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**OLIN CORPORATION**


By Kathleen Richmond  
Kathleen Richmond  
Director, Labor Relations


By A.W. Moore  
A.W. (Bill) Moore  
Labor Relations Staff

By Jenifer Butler  
Jenifer Butler  
Labor Relations Staff



**DISTRICT NO. 9, INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO**

By   
Marty St. Peters  
Business Representative

By   
Ann Ballesteros  
Plant Union Committee

By   
Earl Nixon  
Plant Union Committee

**(EXHIBIT A)**  
**AUTHORIZATION FOR WAGE DEDUCTION**

I hereby assign to District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO, a sum or sums equal to the amount of my membership dues in said Union, in accordance with the said Union's Constitution and By-Laws from time to time in effect, commencing with the first pay period of the calendar month after receipt by the Company of this wage deduction authorization and authorize the Olin Corporation to deduct the same from my pay checks and remit the same to said labor organization in payment of my membership dues therein.

- (1) This wage deduction authorization shall be irrevocable until
  - (a) the expiration of one year from the date hereof,  
or
  - (b) the termination date of such applicable collective bargaining agreement as may be hereafter entered into, or
  - (c) the undersigned shall, by voluntary transfer, decision of the National Labor Relations Board, or otherwise, be transferred from the bargaining unit recognized by the Company and the Union in such collective bargaining agreement, or be assigned to an occupation not a part of the bargaining unit for the period of time specified therein,  
whichever occurs sooner.
- (2) If the undersigned does not give written notice to the Company and the Union revoking this wage assignment and deduction authorization within 10 days after the time when this wage assignment and deduction authorization ceases to be irrevocable as provided in (1) hereof, then, and in that event, this wage assignment and deduction authorization shall become irrevocable and be extended for an additional period limited as in (1) hereinabove provided and, subject to the right of the undersigned to revoke within corresponding 10 day periods, shall likewise continue in full force and effect for similar extended periods thereafter, provided, however, that such extended periods shall be limited as in (1) hereinabove provided.

Contributions or gifts to Local Lodge 660 of District No. 9, International Association of Machinists and

Aerospace Workers, are not tax deductible contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

---

Social Security No.

---

Employee's Signature

---

Date

---

Badge No.

---

**FOR UNION OFFICE USE ONLY**

---

Dues deducted in accordance with this authorization shall be remitted to District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Local No. \_\_\_\_\_, in the amount of \$\_\_\_\_\_ per month.

**(EXHIBIT B)**  
**AUTHORIZATION FOR WAGE DEDUCTION**

I hereby assign to District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO, a sum equal to the amount of my regular initiation fee in said Union, in accordance with the said Union's Constitution and By-Laws as presently in effect, and authorize Olin Corporation to deduct the same from my pay check from the first full payroll period after receipt by the Company of this authorization and to remit the same to the said Union in payment of my said initiation fee therein.

Contributions or gifts to Local Lodge 660 of District No. 9, International Association of Machinists and Aerospace Workers, are not tax deductible contributions for federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code.

---

Employee's Signature

---

Date

---

Badge No.

---

**FOR UNION OFFICE USE ONLY**

---

The initiation fee deducted in accordance with this authorization shall be remitted to District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO, in the amount of \$\_\_\_\_\_.

**(EXHIBIT C)  
TRAINING OR  
STEP-IN-THE-BRACKET TIME**

The following are progression classifications showing the required training to reach the top step of each classification.

Adjustor Trainee  
3 Months Bottom Step  
3 Months Top Step  
and then to bottom step of Adjustor II

Adjustor II  
3 Months Bottom Step  
3 Months Middle Step  
(Must spend 3 months at top step of Adjustor II to bid or move into bottom step of Adjustor I)

Adjustor I  
3 Months Bottom Step  
3 Months Middle Step  
X X X

Tester C  
2 Months Bottom Step  
(Must spend 3 months at top step; automatic progression to Tester B)

Tester B  
3 Months Bottom Step  
(Must spend 3 months at top step; automatic progression to Tester A)

Tester A  
3 Months Bottom Step  
X X X

Laboratory Assistant  
3 Months Bottom Step  
(Must spend 3 months at top step; automatic progression to Sr. Laboratory Assistant)

Sr. Laboratory Assistant  
3 Months Bottom Step  
(Must spend 9 months at top step as Sr. Laboratory Assistant; automatic progression to Analytical Laboratory Technician)

Analytical Laboratory Technician  
 3 Months Bottom Step  
 (Must spend 33 months at top step; automatic progression  
 to Analytical Laboratory Technician Advanced Grade)  
 Analytical Laboratory Technician Advanced Grade  
 3 Months Bottom Step  
 X X X  
 Q.C. Assistant  
 3 Months Bottom Step  
 (Must spend 3 months at top step; automatic progression  
 to Sr. Q.C. Assistant)  
 Sr. Q.C. Assistant  
 3 Months Bottom Step  
 (Must spend 6 months as Sr. Q.C. Assistant at top step;  
 automatic progression to Q.C. Technician)  
 Q.C. Technician  
 3 Months Bottom Step  
 \*Q.C. Technician Advanced Grade  
 3 Months Bottom Step  
 X X X  
 Rockwell Tester II  
 3 Months Bottom Step  
 (Must spend 3 months at top step; automatic progression  
 to Rockwell Tester I)  
 Rockwell Tester I  
 6 Months Bottom Step  
 X X X  
 Solderer Trainee  
 3 Months Bottom Step  
 (Must spend 3 months at top step; automatic progression  
 to Solderer Bridgewire)  
 X X X  
 Solderer Bridgewire  
 6 Months Bottom Step

\*Are not automatic progressions; must bid with minimum of 18 months experience in Special Assistant and Technician classifications.

