

AGREEMENT

Between

REXNORD INDUSTRIES, LLC

Bearing Division, Indianapolis

Indianapolis

And

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION.**

In Behalf Of

LOCAL UNION NO. 1999

October 1, 2006

Reporting

If you must be absent or late...

Arrange in advance with your **supervisor**. However, if this is not possible due to illness or family emergency, report your absence **to the attendance call in line.** ~~to the Guards, who will then notify your supervisor.~~ You should request a "Call in Number" which you should record. It is proof you have reported.

Division	Phone / Shift
Bearing	273-5550 (all shifts)
Bearing	874-3491

Table of Contents

Article	Page
Agreement	1
Article I: Purpose.....	1
Article II: Scope of Agreement.....	1
Article III: Recognition	2
Article IV: Hours of Work and Calculation of Overtime	5
Article V: Seniority	8
Article VI: Adjustment of Grievances	31
Article VII: Leave of Absence.....	37
Article VIII: Safety and Health.....	43
Article IX: Special Pay Policies	45
Article X: Management	46
Article XI: Holidays	48
Article XII: Vacations	50
Article XIII: Wages	52
Article XIV: Job Evaluation Program.....	63
Article XV: Modified Red Circle and Group leader special Pay	64
Article XVI: Lean Enterprise.....	67
Article XVII: Bulletin Boards	66
Article XVIII: No Strike – No Lockout.....	68
Article XIX: Termination	68
Addendum A: Standards of Apprenticeship	72
Article I: Term of Apprenticeship	72
Article II: Qualifications for Apprenticeship Applicants.....	72
Article III: Selection of Apprentices.....	73
Article IV: Work Instruction	73
Article V: Related Technical Instruction	74
Article VI: Transfer Related Technical Instruction and Work Experience.....	74
Article VII: Apprenticeship Agreement.....	75
Article VIII: Wages	75
Article IX: Administration and Supervision of Training	76
Article X: Hours of Work	77
Article XI: Tools.....	77
Article XII: Number of Apprentices to be Trained	78
Article XIII: Safety	78
Article XIV: Modifications of Standards.....	79
Article XV: Adjustment of Differences	79
Article XVI: Definition of Journeyman	79
Article XVII: Conformity with Bargaining Unit	80
Article XVIII: Apprenticeable Craft Representative	80
Article XIX: National Recognition of Program and National Certificate of Completion of Apprenticeship.....	81
Article XX: Consultants	81
Article XXI: Apprenticeship Programs	81

Labor Agreement Index

Subject	Article	Section	Page
Agency Shop Provisions	III	5	4
Agreement, Duration of	XIX	1.1	68
Apprenticeable Craft Classifications	V	7	25
Apprenticeship, Standards of	Addendum A	All	72
Benefit Agreements	XIX	1.3	69
Bereavement Pay	IX	2	46
Bulletin Boards	XVII	All	68
Call Back Pay	XIII	5.6	60
Call In Pay	XIII	5.5	60
Dividing Jobs or Departments	V	5.10 – 5.11	20
Dues, Union	III	3 & 5	2,4
Voluntary Checkoff	III	4	3
Employees Covered	III	3.1	2
Early Reporting Pay	XIII	5.4	59
Equal Employment Opportunity	III	7	5
Experimental Assignment	V	9.1	27
Grievance			
Definition of	VI	1.1	31
Investigation	VI	3	35
Arbitrator Selection	VI	1.2	33
Procedure	VI	1.2	31
Terminal Suspension	VI	2.1	35
Group Leader Buyout	XV	3	67
Group Leader Convention	V	8	26
Group Leader Selection	V	4.13	17
Holidays	XI	1	49
Holiday Pay			
Amount of	XI	1.1	49
During Vacation	XI	2.3	49
Eligibility for	XI	2	49
Hours of Work	IV	2	5
Job Classes	V	4.7	15
Job Evaluation Program	XIV	All	63
Job Filling Procedure	V	4	10
Job Qualifications	V	4.7	15
Jury Duty Pay	IX	1	45
Layoff			
Apprenticeable Crafts	V	6.12 – 6.16	23
Bump Rights	V	6.7 – 6.11	21
Cancelled	V	6.4	21
Displacement Rights	V	6.7 – 6.9	21
Emergency Situation	V	6.17	24
Employee Selected for	V	6.1 – 6.6	20
Lists	V	6.3 – 6.4	21
Notification	V	6.3	21
Preference Lists	V	6.8	22
Procedure	V	6	20

Return Privilege	V	5.4 – 5.6	18
10 Day Work Shortage	V	6.18	24
Leave of Absence			
Application for	VII	1.1	37
Educational	VII	6.1	40
Military	VII	5.1	38
Non-Occupational Illness, Injury	VII	3.1	38
Occupational Illness, Injury	VII	4.1	38
Personal	VII	2.1	37
Political	VII	7.1	41
Pregnancy	VII	2.2	38
Seniority Accumulation	VII	10.1	42
Seniority Termination	VII	11.1	43
Union	VII	8.1	41
Letters of Understanding			
Lunch Periods	XIII	4	59
Management of Plants	X	All	47
No Strike – No Lockout	XVIII	All	68
Non-Bargaining Unit Employees	V	11	27
Overtime Calculation	IV	3	8
Overtime Weekend	IV	2.5	7
PAC Check-Off Clause	III	4.3	3
Pallbearer and Blood Donor Pay	IX	3.1	46
Premium Pay	IV	3	8
Probationary Employees			
Displacement of	V	6.1	20
Grievance Rights	V	3.7	10
Holiday Pay	XI	2.1	49
Length of Probation	V	3.1	9
Seniority Accumulation	V	3.3	10
Recognition	III	1.1	2
Safety and Health	VIII	All	44
Scope of Agreement	II	1.1	1
Seniority Accumulation	V	1.3	9
Definition	V	1.1	8
Departmental	V	3.4 – 3.6	10
Lists	V	1.2	8
Termination	V	12.1	27
Shift Premium	XIII	3	59
Supplemental Agreements	XIX	1.4	69
Temporary Jobs	V	4.2 – 4.5	10
Temporary Job Assignments, Pay	XIII	9	61
Transfers			
Absenteeism & Performance	V	5.4	18
Departmental	V	5.1	17
Downgrade	V	5.9	20
Horizontal	V	5.9	20
Interplant	V	5.1 – 5.2	17
Job	V	5.10 – 5.11	20
Return Rights	V	5.5	19
Seniority Rights	V	5.5	19
Upon Layoff	V	5.2-5.4	18

Union Committees	VI	4 to 5	36
Union Membership	III	3 to 5	2
Vacations			
Amount of	XII	1	50
Pay in Lieu of	XII	2.2	51
Pay for	XII	3	52
Scheduling of	XII	2.1 & 4.2	51
Wage Tables	XIII	All	55
Group Leader	XIII	7	61
Starting Rate	XIII	6.3 – 6.4	60

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, **2006**, between **REXNORD INDUSTRIES, LLC, BEARING DIVISION, Indianapolis** (herein-after jointly referred to as the "Company" and individually referred to as "Plant") and/or its successors and assignees, and **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**, in behalf of its LOCAL UNION No. 1999 (hereinafter referred to as the "Union"), and the Union for and on behalf of all production and maintenance employees and shop clerical employees, excluding salaried, office clerical, salaried supervisory employees, cafeteria employees, and guards.

Article I: Purpose

- 1.1 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve good industrial and economic relationships between the Company and the Union, and that this Agreement shall assure the continuous, harmonious, efficient, economical, and profitable operations of the Company, and so far as economic conditions may permit, to secure continuity of employment, maintain high wage standards, and to prevent any interference with production, and in furtherance of these objects to establish basic rules covering rates of pay, hours of work and conditions of employment.
- 1.2 It shall be the duty of the Company and the Union and the employees to cooperate with each other in the strict observance of the provisions of this Agreement to the end that the mutual interests of the parties hereto may be protected and harmony and cooperation maintained at all times.

Article II: Scope of Agreement

- 1.1 This Agreement shall apply to the above described employees of the Bearing Division , located in Indianapolis, Indiana or its vicinity, and to such employees of any new facilities of the Company operated in Indianapolis or its vicinity.
- 1.2 The general policy of the Company is to utilize its own employees in production and maintenance work. At the same time, it is recognized that problems of skill, equipment, time, economics, and know-how may render it necessary or expedient to purchase components, sub-assemblies, tools, dies, and materials, or to subcontract for services, installation of equipment or construction of buildings. Prior to initiation of a subcontract, the Company will afford the Union the opportunity to meet and confer with the Company regarding the extent to which the current work force may be able to satisfy the work requirements.

- 1.3 **In the event that any of the provisions of this Agreement or of any supplement thereto are or become invalid or unenforceable by reason of any federal or state law or by action of any tribunal of competent jurisdiction, such invalidity or unenforceability will not affect the other provisions of this Agreement. The parties will promptly meet to negotiate a replacement for the invalid or unenforceable provision.**

Article III: Recognition

- 1.1 **SECTION 1.** The Company hereby recognizes the Union as the sole collective bargaining agency for all production and maintenance employees and shop clerical employees, excluding salaried, office clerical, salaried supervisory employees, cafeteria employees, and guards, in respect to rates of pay, wages, hours of employment, and other conditions of employment.

- 2.1 **SECTION 2.** Neither the Union nor the employees will engage in Union activities on Company time except for handling grievances as provided for in the grievance procedure (Article VI) of this Agreement. The Company will not discriminate against any employee because of membership in the Union. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union.

- 3.1 **SECTION 3.** It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing as to the payment of Union dues, assessments and initiation fees. Those who are not members on the effective date of this Agreement shall, by the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union as to the payment of Union dues, assessments and initiation fees. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after this effective date shall by the 31st date following the beginning of such employment, become and remain members in good standing in the Union as to the payment of Union dues, assessments and initiation fees.

Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each employee who would be required to acquire or maintain membership in the Union if the provision in Section 1 above could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date, whichever is later, to pay the Union each month a service charge as a contribution towards the Union's collective Bargaining representative expenses. The amount of the service charge, including an initiation fee if applicable, shall be as designated by the Union's International Secretary-Treasurer.

- 3.2 Each new employee may sign and furnish to the Company at the time of his employment, an application card, in duplicate, for membership in the Union, in a form agreed to in writing by the Company and the Union. A copy of such card shall be furnished to the employee. Such application card shall provide that it shall not become effective until the expiration of 30 days after the date of his employment. Such application shall become effective at the expiration of such 30 days, and one signed copy of it shall then be turned over to the Union.
- 3.3 The form of the Union application card shall be as set forth on the following page of this Agreement.
- 3.4 The above provisions of Section 3.1 and 3.2 shall not be effective and shall not be enforced so long as such provisions are contrary to the law of Indiana.

(((APPLICATION CARD FORM INSERTED HERE)))
(((DUES CHECKOFF FORM INSERTED HERE)))

- 4.1 **SECTION 4.** Any employee who is a member of the Union, who voluntarily desires to have his or her dues checked off, shall execute the form of "voluntary checkoff card" (a copy of which is set forth on the preceding page) in duplicate, the "Company Copy" thereof being filed at the Personnel Office of the Company, and the "Union Copy" thereof being retained for the records of the Union. Upon the execution of such voluntary checkoff cards, the Company shall deduct from the wages due such employee, if any dues, assessments and initiation fees and pay the same to the International Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on or before the first monthly payday in the month succeeding the month for which such dues are payable.
- 4.2 The Company will honor such voluntary checkoff cards only during such time as this Agreement between the Company and the Union is in effect and only during such time as the employees giving such authorizations have not revoked the same.
- 4.3 **PAC Check-Off Clause.** The Company agrees that it will check-off and transmit to the Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Political Action Fund (USW PAF) voluntary contributions to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union PAF. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

The signing of such United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union PAF check-off and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

The Union shall indemnify 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 or not taken by the Company for the purpose of complying with any of the provisions of this Section.

The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Political Action Fund supports various candidates for federal and other elected offices, is connected with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its Committee on Political Education.

- 5.1 **SECTION 5.** Since the Union is required to represent the entire Bargaining Unit, whether or not employees thereof are members of the Union, and since the terms of this Agreement are applicable to all employees, it is agreed that so long as the above provisions of Section 3 may not be enforced because of restrictions existing by virtue of the law of Indiana, and only so long as they may not be enforced, the parties agree as follows.
- 5.2 Employees under Section 3.1 and 3.2 above who are members of the Union on the date of the execution of this contract and who thereafter fail to retain their membership in the Union, and each new employee who does not become a member of the Union beginning on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, shall as a condition of employment pay the Union each month a service charge as a contribution toward the administration of this Agreement and as the representative of such employees.
- 5.3 The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues as designated by the International Treasurer, and for each month thereafter in an amount equal to the Union's regular and usual monthly dues and assessments as designated by the International Treasurer of the Union.
- 5.4 At the time of signing of this Agreement, and until such time as they may be changed by authority of the International Treasurer, monthly dues or service charge of each employee shall be an amount as prescribed by the United Steel,

Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union constitution.

- 5.5 Deductions and calculations of Union dues shall be made on a weekly basis as per the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union constitution. The Company will make deductions from the employee's wages for Union initiation fee, 31 days after his or her employment. An employee who is re-hired will be considered as a new employee only if he has not previously paid the proper initiation fee. An employee who is re-hired who has previously paid the proper initiation fee shall commence paying dues in the first full calendar week in which he receives pay.
- 5.6 This provision shall be effective in accordance with the applicable provisions of law.
- 6.1 **SECTION 6.** The Union hereby agrees to indemnify and hold the Company harmless from any and all liability whatever in connection with the agreements contained in Sections 3, 4 and 5 above, and any acts performed in furtherance thereof.
- 7.1 **SECTION 7.** The provisions of this Agreement shall be administered by the Company without discrimination, including harassment, based upon age, race, color, religion, creed, sex, national origin, handicap or veteran, as provided by law. Where the masculine pronoun is used in the Agreement, it shall refer to both genders.
- 7.2 Designated Company representatives will meet with the Union's Equal Employment Opportunity Committee representatives at a mutually agreeable time to review matters involving Civil Rights.

Article IV: Hours of Work and Calculation of Overtime

- 1.1 **SECTION 1.** This article is intended only to provide the basis for determining hours of work and for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.
- 1.2 **The Company retains the right to schedule employees to 10 hour work shifts, but 12-hour shifts shall be volunteer only.**
- 2.1 **SECTION 2. Hours of Work.** A workday or holiday shall consist of 24 consecutive hours commencing:
 - a. In those departments, or subdivision thereof, having a three shift operation, with the start of the shift which begins nearest 12:01 a.m. and which will be known as the third-shift.

- b. In all other departments, or subdivision thereof, at 12:01 a.m.
- 2.2 A payroll week shall consist of seven consecutive days and shall begin and end with the start of the shift commencing nearest 12:01 a.m. Monday.
- 2.3 A work week will normally consist of five consecutive days of eight hours each. Overtime premium shall be paid for all time worked in excess of eight hours in one day, or 40 straight time hours in any one week, and for all time worked on Saturdays, Sundays or holidays. There shall be no offsetting, crediting or pyramiding of premium pay. In those instances when an employee changes shifts at the beginning of the work week which requires him to work continuously two shifts, he shall be paid overtime for the time in excess of eight hours worked as if those hours were shift continuation.
- 2.4 In advance of any change in the established shift starting time of any department or group of employees, the Company will review the contemplated change and reasons therefore with the appropriate Union officers. If the change in the starting time is more than one hour, the employees affected shall have the right to question the reasonable necessity of the change through the established grievance procedure.
- 2.5 An employee is expected to work all scheduled hours; however, the employee will be excused from overtime on a weekend (Saturday and/or Sunday) provided:
 - a. The employee has worked all scheduled hours in the current work week, Monday through Friday; and
 - b. The employee requests excuse from the weekend overtime prior to the posting of the weekly overtime schedule; and
 - c. The employee has worked the prior weekend (Saturday and/or Sunday).
 - d. The department supervisor shall post the weekend overtime schedule before 12:00 noon Thursday, prior to the weekend. Failure to comply will result in the overtime being voluntary. If the department supervisor is unable to post the weekend overtime as defined above, for reasonable cause, he shall contact the department Union Steward in order to reach mutual agreement on any time extensions for such posting.

Notification of third (3rd) shift employees shall be made by 3:00 am of their Thursday work shift.

If the schedule is changed after 12:00 noon Friday, prior to the weekend, all employees affected by the schedule change shall be eligible for the next weekend off upon complying with (a) and (b) of this section. If the

employee is not scheduled by 12:00 noon Friday, and is then scheduled to work the weekend, he shall not be charged with any absence unless he has agreed to work the scheduled hours.

- e. Daily overtime must be scheduled before the end of the shift on the preceding day.
- f. **The Company will distribute overtime based on the departmental overtime policy when seniority and qualifications provisions are met.**
- g. Employees on all shifts will have until their overtime posting date and time [(d) above] to opt off for the upcoming weekend.
- h. **When a holiday or negotiated holiday occurs on either Thursday or Friday weekend overtime shall be posted before noon 48 hours prior to the holiday.**

Notwithstanding the above employee rights, the Company may refuse requests for weekend overtime exemption if only 50% or less of the work force in the employee's job classification is available for work on a particular Saturday and/or Sunday unless a qualified replacement can be found and provided that in a job classification in which there are only one or two active employees, such employee(s) may not have his valid request for exemption refused on two successive weekends. Any concerted requests for weekend overtime exemption, even though otherwise valid, shall be considered a violation of Article XVII and need not be honored.

2.6 An employee who is absent from work on Friday and who does not call the Company before his lunch or supper period on Friday to confirm that he will work weekend overtime for which he might be scheduled, will be charged for each absence for which he is scheduled. An employee who calls in on Friday and does not report for overtime for which he is scheduled on Saturday will be charged with an absence. Employees who are scheduled to work both Saturday and Sunday and are absent from work on Saturday shall not be entitled to work on Sunday even if they report at the scheduled time on Sunday, unless they call the Company before the lunch or supper period of that employee on Saturday to confirm that they will work the scheduled hours on Sunday, unless the entire department is scheduled.

An employee that wishes to work Saturday and or Sunday voluntary overtime must notify the supervisor or his manager directly or call into the designated voice messaging system prior to Friday 12:00 noon immediately prior to the weekend. In the event there is a change to the available overtime after an employee makes contact, the Company will be obligated to make one attempt to directly contact the employee using the phone number on record. It is the employee's obligation to keep his current phone number on record with the company.

The Voice messaging system will be in place by January 1, 2007

2.7 The Company hereby agrees that it will not require an employee to work overtime outside his own classification on Saturday and/or Sunday.

2.8 The Company agrees that it will not require an employee to work the weekend prior to or immediately following a full week(s) vacation, including holidays. The Company has no obligation to offer an employee overtime during this period, but an employee may work overtime on a voluntary basis.

- 3.1 **SECTION 3. Calculation of Overtime.** Time and one-half shall be paid for all time worked in excess of eight hours in any one work day and all time worked in excess of 40 hours in any one work week. No employee shall be paid both daily and weekly overtime for the same hours worked.
- 3.2 Time and one-half shall be paid for the first 10 hours worked on Saturday, and double time shall be paid for all time worked in excess of 10 hours.
- 3.3 Double time shall be paid for all time worked on Sunday.
- 3.4 Double time shall be paid, in addition to holiday pay, for all time worked on recognized holidays. Work performed on a holiday during an employee's regular shift, including extra time not exceeding four hours, which overlaps into a holiday from the previous evening shall not be considered holiday work for purposes of this paragraph. Similarly, work performed on the evening of a holiday from and after an employee's regular third shift starting time shall not be considered holiday work.

Article V: Seniority

- 1.1 **SECTION 1.** Seniority is an employee's accumulated length of service with the Company in years, months and days. A seniority date shall be established for each employee reflecting such accumulated length of service. Seniority shall be by departments.
- 1.2 In cases where employees have like seniority dates, the employee having the higher last four digits of his social security number will be considered more senior. Otherwise, the employee possessing the earlier original hire (or adjusted, if applicable) seniority date shall be considered senior.
- 1.3 Seniority shall accumulate during absences due to layoff not to exceed a total of two years for any period of layoff and seniority shall accumulate during periods of leaves of absence as provided in Article VII (Leaves of Absence). Seniority shall accumulate for employees who are absent due to disciplinary suspension, except for discipline for proven violation of Article XVII.

- 1.4 Any loss of seniority shall result in an adjustment of the employee's seniority date to reflect the time lost, and such adjustment shall occur when:
 - a. The employee's status changes from leave to layoff; or
 - b. The employee retires, if eligible to do so in accord with the provisions of the Pension Agreement; or
 - c. The employee physically returns to work on a permanent job.
- 1.5 The Company shall furnish the Union with a seniority list showing all Bargaining Unit employees, regardless of status, by department every month. The Union will be furnished with sufficient copies of such list so that each departmental Union Steward, Chief Steward and EEO Representative will have a copy pertaining to the department(s) they represent. The Company will furnish the Union with a monthly master layoff list. The Company will submit bargaining unit employee address changes to the Union as they occur so long as it is lawful to do so.
- 2.1 **SECTION 2. Seniority Principle.** In cases of increase or decrease of force and promotional opportunity, seniority shall apply as provided in Section 4 and Section 6 herein.
- 2.2 The term "employee" means any person who is in the Bargaining Unit described in Article III of this Agreement, and whose seniority has not been broken or terminated for any reason set forth in this Agreement.
- 3.1 **SECTION 3. Probationary Employees.** All new employees of the Company shall be considered probationary employees until they have completed 90 calendar days of service with the Company. Any day of absence during the probationary period shall extend the probationary period one calendar day.
- 3.2 The Company shall not be responsible for re-employment of probationary employees if they are released during the probationary period. However, should such released probationary employee be rehired before the period of separation exceeds the number of days of previous service, the employee shall be credited with the number of days of previous service in computing his probationary period.
- 3.3 Upon completing his probationary period, an employee will be credited with 90 days seniority, plus any days of absence by which his probationary period was extended under Section 3.1.
- 3.4 An employee will not be considered to have established departmental seniority until he has been permanently assigned to a department and has completed a total of 60 calendar days of service in that department except as provided otherwise in Section 5.5(a) of this Article.

- 3.5 Departmental seniority will not be granted an employee, including an employee recalled from layoff or transferred in lieu of layoff, who is hired by a department to fill a temporary job opening.
- 3.6 In the event of a layoff after the employee has passed his probationary period, but before he has established departmental seniority, the employee will be placed on the Master Layoff List only after 90 **calendar days with the Company**, and shall have rights to displace probationary employees in accord with Section 5.3 of this Article V.
- 3.7 This Agreement shall apply to probationary employees, including the right to file and process grievances, except that the Company shall have the right to terminate an employee during his probationary period without such termination being subject to the grievance procedure.
- 4.1 **SECTION 4. Job Filling Procedure.** Permanent vacancies, or new job openings, within the Bargaining Unit shall be filled as promptly as circumstances permit. Any unreasonable delay, or delay over 30 days, shall be grievable. Job openings resulting from the transfer of an employee through the transfer procedure must be bid and awarded no later than five weeks after the original transfer has taken place.
- 4.2 Job openings which are created by the absence of a regular employee on a recognized Leave of Absence which retains employment rights, as specified in Article VII, shall be deemed temporary jobs, and if filled, shall be filled as such. Job openings resulting from the transfer of an employee through the transfer procedure may be filled on a temporary basis for a period not to exceed the earlier of 30 calendar days or until the employee returns.
- 4.3 Job openings created by the absence of a regular employee on authorized vacation shall be designated a temporary job, and if filled, shall be filled as such.
- 4.4 Jobs will not be retained in a temporary status so as to delay promotional opportunities on a permanent basis or to delay an employee from establishing departmental seniority. The duration of such jobs will be reviewed by the Company and the appropriate Union officers on a departmental basis, when requested by either party.
- 4.5 Job openings created in a department by a short-term production bulge of seven working days or less in a 30 calendar day period may be designated as temporary jobs. No such job opening shall remain "temporary" for more than seven working days in a 30 calendar day period if a qualified employee is on layoff from that department or more than 60 days when there are no qualified employees on layoff from that department. Except for a short-term production bulge, no job openings shall be deemed temporary, under this sub-section, when qualified employees are

on layoff from the department experiencing the temporary production bulge. Employees will not be scheduled less than 40 hours per week as a direct result of other employees being temporarily assigned to their classification to cover a temporary work bulge. Assignments to other available work or the opportunity to work overtime may be considered an equitable alternative.

- 4.6 The Company, in line with efficient plant operations, will fill permanent vacancies or new job openings in a department according to seniority in the order described below.

A job bid sheet listing the job classification, shift, EWS job description, and the top rate of pay will be posted on the department bulletin board for a 24-hour period. Bid sheets will be posted no later than Thursday of each week. Employees desiring consideration for the job may sign the job bid sheet indicating their desire to be considered for either qualified, trainee or both. In awarding the job, employees who have signed the job bid sheet or a pre-bid notification and employees on layoff from the department will be considered first.

If the opening is a Class I job, it will be awarded to the senior employee in accordance with Article V, Section 4.7(b).

If the opening is a Class II job, it will be awarded to the senior employee who has held and received the top rate of pay of a job in the department which is within two labor grades of the job opening. Once awarded the job, the employee will be placed on the EWS schedule per his qualifications.

If the opening is a Class III job, it will be awarded to the senior qualified employee in accordance with Article V, Section 4.7(c).

If the job is not filled, then:

- a. 1. If the job opening is in labor grades 9 through 11, it will be offered, on a trainee basis, to employees in the department who have signed the job bid sheet or a pre-bid notification (indicating an interest in a trainee position) and to employees on layoff from the department in seniority order. If the job is not filled; then
 2. A plant-wide bid sheet will be posted for a 24 hour period. In awarding the job, qualified bidders, qualified employees on the Master Layoff List in the plant where the opening exists and qualified employees of that plant who have requested and are eligible to transfer will be considered in seniority order. If the job is not filled; then
 3. *The Supervisor shall again request a trainee following steps (a.2) and (a.3) above, substituting the word "trainee" for the word "qualified". If the job is not filled; then*

4. The **Supervisor** shall hire a new employee.
 - b. 1. If the job opening is in labor grade 12 or above, but not an apprenticeable craft classification, the **supervisor** shall have the option of filling the job either on a trainee basis as provided for in section (a.1) above or on a qualified basis as provided for in section (a.2) above.
 2. If the **supervisor** elects to fill the job under the provisions of section (a.1) and the job is not filled, then the job will be filled under the provisions of section (a.2). *If the job is not filled under section (a.2), then the provisions of section (a.3) and (a.4) will be used until the job is filled.*
 3. *If the **supervisor** elects to fill the position under the provisions of section (a.2) above and the job is not filled, then the job will be filled next under the provisions of section (a.3). If the job is not filled; then*
 4. The **supervisor** shall again request a trainee following steps (a.2) and (a.3) above substituting the word "trainee" for the word "qualified". The number of Class III trainees in the department or a classification shall not exceed the ratio of one trainee to 10 qualified employees, or fraction thereof.

If the ratio is reached, the **supervisor** shall have the option of either hiring a new qualified employee or offering the job on a trainee basis. If the job is not filled then;

5. The **supervisor** shall hire a new employee.
 - c. Where the permanent vacancy or new job opening is in a job classification designated as an "Apprenticeable Craft" classification, the **supervisor** may post on the departmental bulletin board a job bid sheet requesting a journeyman, an apprentice, or an employee-in-training ("E.I.T."). He will then follow the procedure set forth in steps (a) and (b) above. If the Company hires a new journeyman and there is a valid question concerning his qualifications (appraised at the 48 month level) for the journeyman classification, the Company agrees to review, after 30 days from hire date, the credentials of any new journeyman with the appropriate union representative. When the vacancy or new job opening is for an apprentice and there are apprentices on layoff from the program, the **supervisor** will enter on the bid sheet the names of any laid-off apprentices from the craft, regardless of their current status or departmental seniority. When the vacancy or new job opening is for an E.I.T., and there are E.I.T.'s on layoff from the E.I.T. program, the **supervisor** will enter on the bid sheet the names

of any laid-off E.I.T.'s from the craft, regardless of their current status or departmental seniority. The job opening will be offered to all employees listed on the bid sheet in order of the number of months completed in the applicable program before any new journeymen are hired for that classification unless the number of journeymen working in the classification has reduced below the number at the time the apprentices or E.I.T.'s were laid off. An apprentice who refuses to return to the Apprenticeship Program under this Section will not be considered for subsequent openings. When any apprentice completes his training and is awarded his Bureau of Apprenticeship certificate, or when an E.I.T. completes the E.I.T. program, a job bid sheet for a journeyman will be issued, which he will be eligible to sign, so that all employees within that classification may be able to express their shift preference.

- d. Nothing shall prevent the Company from hiring new employees after there has been compliance with the above provisions.
- e. Any job filled under the above procedure that is vacated within **60** days will be refilled starting at the point in the procedure where the job was last filled.
- f. Employees who are absent for any reason, except those on Leaves of Absence where job assignment rights are relinquished, may submit a pre-bid notification to their **supervisor**. Such pre-bid notifications shall be in writing; shall be limited to five jobs, which are listed in order of the employee's preference, and one "blanket" bid. A "blanket" pre-bid shall be bid to any opening on a specific shift(s) or to any incentive job classification, or to any non-incentive job classification, or any upgrade. An employee who is accepted for a job opening pursuant to a pre-bid must accept the job opening and has no further rights to his previous job classification. A pre-bid may be changed at any time, and will not be valid for more than nine months from date of filing with the **supervisor**.
 - g. An employee will not be awarded a job classification more often than three times in any rolling twelve-month period, including awards made through the Transfer Procedure. Two of the three permitted awards may be transfers. A return from a Class 3 job shall be considered one of his three permitted awards. **Employees awarded a Class 1 must remain in the job for 90 days. Employees awarded a Class 2 job must remain in the job for 120 days. Employees awarded a Class 3 job must remain in that job for 180 days.**

This restriction does not include a job award made to an employee bidding or transferring from a job classification which has been assigned through the layoff procedure or from which the employee has been disqualified by the Company. Shift changes within a job classification will not be restricted by or considered in applying this provision.

- h. A job award will be made within three working days from the date the bid sheet is closed. An additional two working days may be exercised by the Company upon notification to the Union. Notice of such award will be posted for 24 hours on the same bulletin board used for the posting.
- i. The successful bidder will be advised in writing of his appraised EWS position in advance of his placement on the job.
- j. **It is understood that both parties recognize that when mutually agreed, departmental alignment under the following provisions prevails the Company agrees to not unreasonably withhold its concurrence in this regard.**

Definition:

- **Alignment is defined as the ability for an employee to choose an “aligned position” (cell, machine, group, etc.) during the job filling procedure.**
- **Management reserves the right to assign work to areas outside the employee’s aligned position as required for purposes of production, training, filling in for absent employees, utilization of employees skill, etc.**

Application:

- **When a job becomes open, the eligible employees may exercise alignment rights within their own job classification. To be eligible for alignment an employee must be currently paid within two labor grades of the top of their job classification.**
- **The open position in the classification will be filled based on seniority by eligible employees. Any subsequent jobs that become open in this process will be filled in the same manner.**
- **The realignment practice does not allow an employee to bump a currently filled position within the aligning classification.**
- **Open jobs after alignment will be bid and filled in accordance with normal job filling procedures.**
- **Alignment does not apply to craft classification, operate only jobs, nor indirect job classifications unless mutually agreed.**
- **Once alignment occurs, and the Company determines that the senior eligible employee is unable to perform the assignment they aligned to, then the Company will Allow the employee a reasonable amount of time to train. If the employee is unable to perform the assignment once training is provided, then the employee will be transferred back to the job assignment he moved from, prior to the alignment.**

4.7 In applying the provisions of Section 4.6 and Section 6.11, the following procedures and definitions will apply: **If the appraised EWS position is less than top pay in the job, the employee will have the right to turn the job down at the time of notification. The job will be filled by going down the job bid sheet to the next qualified, senior bidder. If the appraised EWS position is equal to top pay in the job, then the employee must take the job**

- a. The various Job Classifications and Labor Grades are combined and defined in the following classes:
 1. Class 1 includes those job classifications in Labor Grades 1 through 8, but does not include the clerical job classifications in Labor Grades 4 and 5.
 2. Class 2 includes those job classifications in Labor Grades 9 through 11 and the clerical job classifications in Labor Grades 4 and 5.
 3. Class 3 includes those job classifications in Labor Grades 12 and above, but does not include job classifications in the apprenticeable crafts.
- b. When the open job classification is in Class 1, the senior bidder for the job classification shall be deemed to have the requisite qualifications.
- c. When the open job classification is in Class 2 or 3, the senior bidder who can be appraised within two pay levels of the top wage rate of the EWS Training Schedule will be considered "Qualified".
- d. When the open job classification is in an apprenticeable craft, the senior bidder who can be appraised at or above the month level at which an apprentice qualified for a journeyman certificate in that craft will be selected.
- e. When a trainee is requested for a job opening (other than for an apprenticeable craft) in any Labor Grade, the senior bidder will be selected from among those employees who have the capacity to learn and to perform the skills required in the job classification and who have the apparent physical ability to do the job.

The Company will move trainees, other than apprentices, to their bid shift when they reach the mid-point of their training schedule or sooner, unless this interferes with their training or prevents satisfactory shift coverage. In any event, such employees will be moved to their bid shift when they reach the second pay level below the top wage on their training schedule.

- f. When an apprentice is requested for a job opening in an apprenticeable craft, the senior bidder will be selected from among those employees who meet the requirements for apprenticeship as set forth in the Apprenticeship Program

for that craft. When an employee-in-training ("E.I.T.") is requested for a job opening in an apprenticeable craft, the senior bidder will be selected from among those employees who meet the requirements for selection under the E.I.T. Program for that craft.

- 4.8 If, for physical reasons, an employee is unable to perform the work required by his job classification, an effort will be made to place such employee on suitable work. The Company and the Union will attempt to select and set aside jobs to be used for short-term assignments of employees recuperating from incapacitating illnesses.
- 4.9 In the event an employee is unable to perform the duties of their job classifications due, to health reasons, after such classifications have been changed or combined with other classifications the Company agrees that in such cases, upon presentation of medical evidence satisfactory to the Company, an employee will be given the option to exercise seniority bump rights to displace the least senior employee in any other job classification for which he is qualified on any shift within the department.**
- 4.10 So that Department Stewards will know of job opportunities and the location of employees within their departments, the Supervisor shall promptly notify the Night and Day Stewards of all open jobs and any transfer or temporary moving of employees.
- 4.11 Following the effective date of an award of a job bid or acceptance of a transfer request, before an employee is released, the Company may train an employee, if necessary, to replace the employee to be transferred, which period shall not exceed 60 calendar days in the case of a job bid within the department, or 30 calendar days in the case of a transfer, as soon as the appropriate aforementioned training period is complete the employee shall be released to their new job award. In the event the employee is not transferred within one full pay period following the week ending the week of the effective date of the award of a bid or acceptance of a transfer request, for pay purposes only the EWS Base Rate of the new job will be accrued if it is higher than his current EWS Base Rate; and for purposes of bidding only, his seniority in the department will begin to accrue at the same time. When the employee passes 60 calendar days in the new job or acquires seniority in the new department, the accrued monies will be paid the employee. If the employee is returned by the Company prior to the time limit, he will receive the monies due, as if he had remained.
- 4.12 Job tests which are used by the Company shall be reasonably valid and reliable for the work in question and non-discriminatory in application. Tests shall not be used as to the senior bidder where he has satisfactorily performed on temporary assignment the full scope of the duties required of the job classification to which the employee has requested assignment. In case of any dispute or question concerning the test results of an employee who has failed a test, the Company will

make the test results available to the Chairman or Co-Chairman of the Grievance Committee in a manner which does not compromise the confidentiality of the test questions. Tests will be administered by the Company which are job related, fair in make-up and administration, free of cultural, racial or ethnic bias, as provided by law.

The company agrees to indemnify and hold the Union harmless from any liability arising from the future use of job testing under this article.

Prior to resuming the use of written job tests (as opposed to practical or work sample tests), the Company will inform the Union of its intention to do so. It will discuss and give information resulting to the validation of such tests and the group(s) or categor(ies) of employees to whom the tests will be given before administering the test to such employees. Inadvertent failure to so notify or discuss will be remedied promptly upon discovery of the omission, but will not invalidate any prior testing.

- 4.13 Where a permanent vacancy exists in a Group Leader job classification, a Job Bid Sheet will be posted in the department. The final right of selection of Group Leaders rests with the Company, including the right to give special tests to the applicants. But, in cases where the Company desires to select someone other than the senior bidder, the matter will be discussed with the appropriate Union representative(s) prior to the final selection. It is recognized that potential for promotion to supervision may be an important consideration in selection and that the Company retains the right to disqualify after selection.
- 5.1 **SECTION 5. Transfer Procedures.** Transfer requests shall be in writing and shall be limited to one request at any one time. Transfer requests shall be purged from the file any time after six months from the date of the request. An employee awarded a job through the transfer procedure will not be eligible to submit a transfer request until 90 calendar days have elapsed from the date of the job award. Any additional transfer requests an employee has on file will be purged at the time of such job award. Until a transfer request is purged, it shall be considered valid even though six months has expired. Transfers will be permitted between the plants in Class 1 and Class 2 job classifications where they will not be harmful to the efficiency of the operations in accordance with Section 4.10. Transfers will be permitted between plants in Class 3 job classifications where they will not be harmful to the efficiency of the operations. Where the Company declines to transfer an employee in a Class 3 job classification because of harm to the efficiency of operations, the plant which has the vacancy will attempt to hire any applicants for the vacancy for work at the other plant where the job classification is basically the same in the two plants.
- 5.2 In the event one department or plant is laying off employees and another department *or plant* is hiring permanent employees, the laid-off employees will

be given the opportunity, based on seniority, for employment in the department *or plant* which is hiring, in accord with the provisions of Section 4.7.

- 5.3 When employees with seniority are to be laid off, they shall have the opportunity of displacing a temporary or probationary employee in their same job classification in another department *at either plant*, of accepting an open job in another department, or of displacing any probationary or temporary employee working in another department of the plant, or of displacing any employee previously laid off from his department who has not established departmental seniority in another department of the plant where the layoff occurs in accord with the provision of Section 4.7. If there are no open jobs or probationary or temporary employees, or employees previously laid off that the employee can displace in that plant, similar rights may be exercised at the other plant.
- 5.4 a. When an employee is transferred to another department, the employee may return to his original department, job and shift within the first 30 calendar days. The Company shall have during the first 60 calendar days the right to return the employee to the department from which he transferred if his performance is unsatisfactory. For this purpose only, approved leaves of absence will not be regarded in evaluating performance, but each day of absence during the 60 day period will extend such period by one day.
- b. When an employee is transferred in lieu of layoff, by recall to another department from layoff, or where there is an intervening layoff in his original department, which would have caused him to be laid off, the employee may not return self to layoff status. Such employees shall continue to be eligible for new job openings or shift change opportunities for the first sixty (60) calendar days on the new job. The employee will be limited to two job awards during the first sixty-day period. An employee that changes job classifications within a department will not gain departmental seniority in that new department until sixty days after such job change. A job award to the same job on a different shift will not count towards the two-job award limit during the sixty-day period. The Company shall have the right to return the employee to layoff status within 60 calendar days, if his performance is unsatisfactory. For this purpose only, approved leaves of absence will not be regarded in evaluating performance, but each day of absence during the sixty-day period will extend such period by one day.
- 5.5 a. When an employee is transferred to another department he shall, after 30 calendar days, release all claims on his previous job classification and his total seniority shall be in the new department. In the event that an employee who has transferred to a new department is returned by the Company under the provisions of Section 5.4(a) of this Article, his total seniority shall be in the department to which he is returned.

- b. When an employee transfers from the Bargaining Unit to a non-bargaining unit position with the Company after October 1, 2006 and returns to the Bargaining Unit within thirty (30) days, he shall have the same rights as an employee returning from another Bargaining Unit department under Section 5.6 below, and shall immediately be eligible for all benefits under this agreement.
 - c. When an employee who has not previously been in the Bargaining Unit, or who has previously been in the Bargaining Unit, but has no rights under sub-section (b) above, transfers into the Bargaining Unit from a non-bargaining unit position with the Company, the employee shall have his full service with the Company for pension and regular vacation purposes, but for all other purposes, his seniority shall date from his entrance into the Bargaining Unit.
- 5.6 If, after the first 30 days in a new department, an employee is returned by the Company to the department from which he transferred, he may exercise his seniority bump rights in accord with the procedures set forth in Section 6, except that he shall be restricted to bumping to a job classification on the shift from which he transferred for which he is qualified and which is in a labor grade equal to or less than the labor grade of the job the employee vacated by transferring. If the employee cannot bump on the shift from which he transferred, he may then bump on another shift, and if he cannot, he will be placed on layoff status.
- 5.7 An employee will not be temporarily transferred to another department where there are active employees of that department available to do the work. If an employee(s) is temporarily transferred to another department, and the **Supervisor** fails to discuss the temporary transfer and its expected duration with the Chief Steward representing the department where the work is to be performed, the senior employee(s) on the shift who is permanently assigned to the job classification where the work is performed shall be paid an amount equal to one-half of his EWS Base Rate times the number of hours of temporary transfer, in addition to his regular pay. Such temporary transfers shall not exceed a total of 40 hours in any two calendar months per department when there are employees on layoff available to do the work.
- 5.8 In the event of a job(s), machine or manual, is (are) moved to another department, the employee(s) who is (are) permanently assigned to such job(s) at the time of any such move shall have the right (a) to move with such job(s), with the same seniority rights as an employee voluntarily transferring from department to department, except that, in a reduction of force in the new department, he shall have his full seniority; or (b) to refuse to move with such job(s), in which event the employee(s) shall have the right to exercise his (their) seniority rights in accord with Section 6 of this Article V and another qualified employee of that department will be given an opportunity to move with such job by opening the job under the procedure of Section 4 of this Article V. If the job is not filled, it will

be moved to the new department and filled under the procedure of Section 4 in the new department.

- 5.9 In those job classifications above Labor Grade 11, the Company will permit horizontal and downgrade transfers, but will limit such transfers to four horizontal and four downgrade transfers from each job classification in each department per year from the date of the last transfer from such job classification. For the purpose of this Section, the transfer of employees caused by a layoff, and the transfer of an employee who returns to his department within 60 days will not be considered. Employees in job classifications in Labor Grades 1 through 11 will be permitted downgrade transfers without limit.
- 5.10 When portions of the duties of a job classification are moved permanently to another department, the relative rights of employees under Section 5.8 will be discussed with the departmental Steward and the appropriate Union officers in an effort to arrive at a satisfactory understanding concerning the seniority rights of affected employees.
- 5.11 In the event a department is divided into two or more **departments**, the department which has the largest number of employees shall be designated the "surviving department", and employees of the smaller department(s) shall be permitted to exercise their bump rights under Section 5.8 to return to the "surviving department".

6.1 **SECTION 6. Layoff Procedure.**

In the event of any reduction of workforce in a department, the procedure below will be followed: Probationary employees in the affected jobs in the department shall be laid off first, and then employees working on affected temporary jobs in the department. In the event there is a reduction of workforce, a Group Leader may be bumped by any employee qualified to perform the duties of their job, in accordance with Article V, Section 6.10.

- 6.2 The **Supervisor** will designate the jobs in each job classification to be closed.
- 6.3 The Company will prepare a Tentative Layoff List and will notify the employees affected and the appropriate Union officers not less than the fifth working day prior to any layoff of employees who have passed their probationary period.
- 6.4 The Tentative Layoff List shall contain the names of the employees designated for layoff. Such tentative list shall serve as notice to junior employees of the possibility of layoff. A Final Layoff List will be prepared listing the employee(s) actually laid off from the department and will serve as a basis for the Department Layoff List. If a layoff is canceled, it shall not be reinitiated except by following the complete procedure of this Section.

- 6.5 Sections 6.6, 6.7, 6.10 and 6.11 do not apply to Apprenticeable Craft job classifications.
- 6.6 In selecting the employees to be designated for layoff, under Section 6.3, all trainees will be laid off from that job classification before qualified employees are laid off from that job classification. For this purpose only, a trainee who is within one labor grade of the top wage rate of the EWS training schedule will be considered "Qualified" among trainees, least senior employees will be laid off first. Among qualified employees, **least senior** employees will be laid off first. In determining whether an employee is a trainee or is a qualified employee, his appraised position on the appropriate wage schedule will be used rather than his position as determined by his rate of pay. Except as specified above, the least senior employees will be designated for layoff.
- 6.7 An employee designated for layoff may exercise his seniority bump rights to displace the least senior employee in his own job classification on any shift provided he is qualified; or, if qualified, he may displace the least senior employee in any other job classification on any shift within the department and within the provisions of this Section. **After an employee has exercised his bump rights within his department, such employee may exercise his right to bump an employee with less seniority in any other classification on any shift throughout the Plant, if qualified. The employee bumped may exercise his right to bump an employee with less seniority in any other classification on any shift throughout the Plant, if qualified. There will be no further bumping as a consequence, except that, should there be a substantial reduction of any department which would cause the Union to request bargaining over the effects of such reduction, the parties may enter into an agreement which may broaden the seniority rights of the membership.** As soon as practicable after the layoff date, the employees of each shift of each job classification affected by bumping will be permitted to rearrange position assignments on any shift, giving the employee bumping into the classification the right to choose a position occupied by any less senior employee. The employee so bumped will be given the right to choose a position in like manner, the procedure continuing in seniority order until rearrangement is complete.
- 6.8 In order to expedite the bumping process, the **Supervisor** may require all employees who have less seniority than the most senior employee on the Tentative Layoff List to designate, in writing, up to six job classifications and shifts they would desire in the event they are bumped. During the bumping process, such lists will be used to assign the employee to a job classification and shift. In the event an employee is not able to bump into any of the job classifications he lists, he shall be permitted to file a second (or subsequent) list. Such job designations shall be applicable only for the Tentative Layoff List for which they are requested.

- 6.9 In the event an employee is absent for any reason at the time he is bumped, he will be assigned to a job classification and shift for which he has filed a request under Section 6.8 above. If he does not have the qualification to bump into any job classification requested, in accord with Section 6.10, or if he has not filed a list indicating the jobs he would prefer, the **Supervisor** may assign the employee to the job classification and shift deemed most desirable for the employee and the bumping process will continue. If, upon his return, the employee indicates his desire to bump into another job classification or shift, he may exercise his bump rights in accord with this Section 6.
- 6.10 An employee may bump into another job classification if:
- a. He has more seniority than the least senior employee in the classification; and
 - b. He has the qualifications to perform the job, as in Section 6.11.
- 6.11 An employee will be deemed to be qualified under Section 6.10(b) where:
- a. The job classification is in a Class 1 category as defined in Section 4.7(a.1). The senior employee shall, subject to actual disqualification from the job, be deemed to have the requisite qualifications unless he clearly does not have the physical ability to do the work safely. If a difference arises as to the physical ability as provided herein, it shall be resolved promptly under a procedure similar to that for settling medical disputes in the Pension Agreement. The decision of the physicians as to the employee's physical ability to do the work safely shall be binding to all concerned, subject to actual performance on the job, if the decision is favorable to the employee's fitness.
 - b. The job classification is in a Class 2 category as defined in Section 4.7 (a.2). The senior employee shall be deemed to have the requisite qualifications if he can be appraised within two pay levels of the top rate on the EWS training schedule; or, if not qualified, the appraisal of his qualification would place him at an appraised position equal to or greater than the appraised position of the least senior incumbent.
 - c. The job classification is in a Class 3 category as defined in Section 4.7 (a.3) and is not in an Apprenticeable Craft, the senior employee shall be deemed to have the requisite qualifications if he can be appraised within two pay levels of the top rate on the EWS training schedule; or, if not qualified, he is or has been in a job classification where the skills required encompass the skills required in the lower job classification, and if the appraisal of his qualifications would place him at an appraised position equal to or greater than the appraised position of the least senior incumbent.

- d. An employee who bumps into a job classification on the basis of paragraphs (b) and (c) above shall be paid on the EWS training schedule at his appraised position.
- 6.12 Sections 6.13, 6.14, 6.15 and 6.16 apply only to Apprenticeable Craft job classifications.
- 6.13 a. In selecting the employees of Apprenticeable Craft classifications to be designated for layoff under Section 6.3, apprentices and employees-in-training ("E.I.T.'s") will be laid off from the craft classification before qualified employees are laid off, except that a qualified employee will not have preference over an apprentice, or an E.I.T. with at least one year in the E.I.T. program, who is senior to him until he has four years of seniority. Among apprentices, the employee who has the lowest appraisal level on the EWS Apprenticeable Craft Schedule will be laid off first. Among E.I.T. employees, employees will be laid off by seniority, by classification, except that E.I.T. employees with less than one year in the E.I.T. Program will be laid off first before E.I.T. employees with more than one year in the E.I.T. Program. A "Qualified employee is an employee whose skill and experience can be appraised to be equal to that required to obtain a Certificate of Completion of Apprenticeship Training from the Bureau of Apprenticeship and Training, U.S. Department of Labor.
- b. If a layoff occurs within the craft, the journeyman will be called back before the apprentice or E.I.T.
- 6.14 Employees designated for layoff from an Apprenticeable Craft classification may exercise their seniority rights to bump into another job classification in accord with the provisions of Sections 6.6, 6.7, 6.10, 6.11, or Sections 6.15 and 6.16 below.
- 6.15 An employee may bump into a craft classification provided:
- a. He can be appraised at or above the level on the EWS Apprenticeable Craft Schedule of the least qualified apprentice in that craft, or of the least qualified employee-in-training in that craft; and
 - b. If there are no apprentices or employees-in-training in the craft, he has more seniority than the least senior qualified employee; and
 - c. If the craft classification is in a higher Labor Grade than he now occupies, he must have been previously permanently assigned to that craft classification and been paid the top wage level of the classification.

In this event, the procedure of Section 6.13 will be followed in determining the employee to be displaced.

- 6.16 In determining the appraised level on the EWS Apprenticeable Craft Schedule of employees affected by Sections 6.13, and 6.14, time spent in that craft will be given full credit, as will experience in classifications where the skills of the classification encompass the skill of the lower craft classification. Where employees are appraised at the same level, the least senior employee will be laid off.
- 6.17 In case of layoffs due to breakdowns, material shortages, cancellation of orders, or other emergencies, as much notice will be given to the employees affected and the Union as is practically possible; and, if such condition exists for more than five consecutive working days, the employees affected may exercise their seniority rights under this Section.
- 6.18 In the event a work shortage develops on a particular job or position either due to a machine breakdown, lack of production or processing materials or because material physically located in the department is not currently required or ready to be processed (and are not being withheld from production in order to make the employee available for another assignment) and such work shortage is initially deemed to be of short duration and not to warrant a reduction of work force, the **Supervisor** may reassign an affected employee to whatever work is available in the department, and the employee will accept such work at the rate of pay as specified in Article XIII, Section 9.1. The employee so assigned will return to his regular classification at the start of the next shift providing a less senior employee remains in the classification. The affected employee so assigned will return to his regular job assignment when sufficient work is available. If a **Supervisor** has prior knowledge before the start of a shift, that a work shortage exists, the affected employee(s) so assigned will replace the least senior employee in that classification. If a question arises on the withholding of material from production, the Company must prove its position on the **Supervisor's** decision. If such work shortage continues more than 10 calendar days, the employee may exercise his seniority bump rights in accord with this Section, and if such work shortage continues for more than 30 days, unless the work shortage is due to a machine breakdown, the employee must exercise his seniority bump rights.
- 6.19 Where there is a reduction of work force in a job classification, and at the same time there is a permanent vacancy or new job opening in another job classification, employees will be notified of the reduction, but the bid procedure for that job opening will be completed and the job awarded before any bumping is permitted.

7.1 **SECTION 7. Apprenticeable Crafts.**

Apprenticeable Craft job classifications are as follows:

	Job Code	Labor Grade
Tool, Die, Gagemaker & Repairman	19011	20
Master Maintenance Machinist	09033	20
Machinist Repairman	09034	17
Electrician	09021	16
Inspector, Tools & Gages	08050	16
Hardener Tools	07006	14
Tool Room Machinist and Crib Operator	19012	16

	Job Code	Labor Grade
Electronic Repairman & Electrician	09058	20
Millwright-Welder	09031	19
Heat Treat Millwright I Welder	09073	19
Millwright	09026	15
Mechanic-Mobile Equipment	09049	15
Tool Room Machinist 1 st Class	19006	15
Silver Solderer	19008	15

- 7.2 Master Maintenance Machinist, Job Code 09033, will receive training in the Machinist Repairman Apprenticeship Program.
- 7.3 Millwright Welder Job, Code 09031 and Heat Treat Millwright, Job Code 09073, will receive training in the Millwright Apprenticeship Program.
- 7.4 Tool Room Machinist 1st Class & Crib Attendant, Job Code 19012, Tool Room Machinist 1st Class, Job Code 19006, and Silver Solderer, Job Code 19008, will receive training in the Tool Room Machinist 1st Class Apprenticeship Program.
- 7.5 Electronic Repair and Electrician, Job Code 09058, will receive training in the Electrician Apprenticeship Program.
- 7.6 Additional job classifications may be added to the above listing only by mutual agreement between the parties and approval of appropriate apprenticeship programs by the Bureau of Apprenticeship and Training. Such classifications will be retained for apprentice training purposes even if unoccupied for more than a one-year period.
- 7.7 Effective 10/1/02, all qualified Craft employees shall be afforded a \$250 reimbursement allowance per contract year for the purchase of job-related tools. The \$250 allowance extends to reimbursement of purchases of tools by craft employees and/or purchases of tools from catalogs approved by the Company and which are billed directly to the Company for all approved purchases. All purchases must be approved in advance by departmental supervision.

Departmental supervision for each plant will be responsible for maintaining a list of required tooling.

8.1 **SECTION 8. Group Leader Convention.** The term "Group Leader Job" refers to a job on which the employee has the combined responsibility of directing the work of a group of employees on other hourly-rated production and maintenance jobs and may or may not perform some of the same work as that of the group directed. The direction generally consists of activities such as required to:

- a. Plan work to be performed by the group;
- b. Determine "on-the-job" working procedure in the case of repair and maintenance work;
- c. Arrange for necessary tools, supplies and facilities;
- d. Assign and instruct members of the group; and
- e. Inspect, coordinate, and record the work performed by the group.

Such direction does not include activities such as required to:

- a. Hire, promote, demote, suspend, or discharge members of the group;
- b. Represent the Company in handling employee grievances;
- c. Determine the schedules of hours, days and weeks during which members of the group shall work; and
- d. Perform other general supervisory or Management functions.

8.2 The Group Leader Convention, as set forth above, does not change present practices pertaining to overtime work.

8.3 **The Company agrees to cooperate in the elimination of any favoritism which may be shown to group leaders in the assignment of overtime. Where you believe unfair favoritism is occurring, please bring such instances to the attention of the Company. We will promptly investigate and rectify such situations on a case-by-case basis.**

9.1 **SECTION 9.** From time to time, it may be necessary to select employees for experimental or development work either in their own department or in a location other than their own department. Where possible, such employee will be selected by seniority, and the employee will retain his job rights to the job he held at the time of his selection. The duration of such assignments will be reviewed with the departmental Steward.

10.1 **SECTION 10.** The Company will attempt to avoid the scheduling of departments for less than 40 hours per week, including paid holiday hours, where a reduction of the work force is a practical solution to the reduced amount of work available. It is recognized that the nature of some processes and equipment, such as heat treat operations, may make it impractical or uneconomical to schedule 40 hours of work per week where the available production load provides less than 40 hours of work for the minimum crew. In cases where departments are to be scheduled for less than 40 hours, the Company will discuss the matter with the appropriate Union officers. Nothing herein shall serve as a guarantee of hours per week of an individual employee.

11.1 **SECTION 11.** Non-Bargaining Unit employees of the Company shall not perform Bargaining Unit work, except for the training or instructing of employees in the performance of their assigned duties. The Company agrees to cooperate fully in prohibiting violations of the above. It is understood, however, that the above is in no way to restrict the normal job functions of employees from other areas such as Quality Control, Laboratories, Methods, and other technicians and engineers.

12.1 **SECTION 12. Seniority Termination.** Seniority and the employment relationship shall be broken and terminated when:

- a. An employee voluntarily leaves the Company's employment; or when
- b. An employee is discharged for just cause; or when
- c. An employee is absent from work for a period of four consecutive working days without notifying the Personnel Department at the Plant where he is employed by telephone, telegram, mail or by messenger in writing; provided that physical inability to give notice shall constitute a waiver of failure to give it; or when

In applying Article V, paragraph 12.1 (c), the company has recognized that demonstrated mental illness, such as severe depression can render an employee physically unable to give the required notice. The company intends to continue to make such judgments on a case-by-case basis.

- d. An employee who is laid off;
 - 1. Fails to keep a current address on file with the Company, so that a notice to report sent by registered or certified mail is returned to the Company; or

2. Fails to contact the Personnel Department at the Plant which is recalling him within two working days after receipt of notice by registered mail, certified mail, or telegram to report; or
3. Fails, after initial contact, to report for interview, physical examination, and/or work on the day he agrees to report (which day shall be no later than five working days after initial contact if unemployed, or 10 working days if employed elsewhere); or
4. If the employee is currently unemployed, fails to accept an offer of re-employment except as provided under the S.U.B. Plan Article V, Section 2(b)(8); or
5. If the employee is currently employed, fails to accept an offer of a permanent job in his department which is within two labor grades of the highest labor grade the employee held from which he had been displaced during the series of layoffs which led to his being laid off from the plant.

Provided: That if such failure is due to sickness, accident, death in the family or other reasonable cause, and the Company is notified of the reason for not reporting within five working days of receipt of notice, then such employee will be considered not to have terminated his employment relationship with the Company. Such employee will be placed upon Departmental and Master Layoff Lists in a position appropriate to his seniority, but shall not have employment rights to jobs filled prior to the date he is available for work. If such employee is physically unable to work at the time of his recall, he shall be placed on Non-occupational Illness or Injury Leave of Absence effective with the day he would have reported for work, and insurance benefits will be reinstated as though the employee had first become eligible for benefits on that date; or when

- e. An employee is laid off for a period of time longer than his length of service with the Company at the time of his layoff but not longer than five years.

13.1 **SECTION 13.** Employees of the Bearing Division affected by a transfer of operations shall be given first opportunity to fill the jobs at any new facilities or locations of the Company covered by this Agreement. Selection and assignment of employees shall be made by the Company in accordance with Sections 2 and 4 of this Article V (Seniority) of this Agreement, and any differences which may result shall be settled through the established grievance procedure.

13.2 The Company will, from time to time prior to the operation of any such new facilities, keep the Union Committee advised of plans and developments.

13.3 If the Company should move its operations to another location not covered by this Agreement, or if it should move a portion of the operations to such a location, the Company will give consideration to the possibility of offering jobs at the new location to employees under this Agreement whose jobs are eliminated as a result thereof. If such jobs are offered, the offer shall be subject to a mutually satisfactory agreement between the Company and the Union as to the disposition of pension, severance and other rights under agreements covering this Bargaining Unit. Also, if such offer is made, it shall be subject to the terms of any collective bargaining agreement or policies in effect at any such new location

14.1 The parties agree to establish an Employee in Training Program effective 10/01/91. The parties agree to the following provisions of the Program:

- a. **The length of the Program shall be eight years.**
- b. **The job classifications for which EIT openings may be bid are Tool, Die and Gage Maker, Machinist Repairman, Electrician, Millwright and Tool room Machinist.**
- c. **The filling of EIT openings will be as follows: A list of all employees with department seniority as of September 30, 1995 for departments 108 and 124 will be established and maintained. This will be the “Initial EIT eligibility List”.**
- d. **Employees who are hired into or transfer into departments 108 or 124 on or after October 1, 1991 will not be added to the List. Employees will be removed from the List when they no longer have seniority rights in departments 108 or 124.**
- e. **All EIT openings will be bid in the department and open to those on the list as long as:**
 - i. **There continue to be employees on the list, or**
 - ii. **Until a specific EIT classification is bid in the department and there are no bidders.**
- f. **Once there are no employees remaining on the “initial EIT Eligibility list,” all EIT openings will be bid on a plant-wide basis.**
- g. **Once a specific EIT classification is bid in the department and there are no bidders from the list, all future openings in that particular EIT classification will be bid plant-wide.**
 - i. **Example: On November 1, 1991, the Company has a need for one Millwright EIT and one Tool Room Machinist EIT. The MWW opening will be bid in department 124 and the Tool Room Machinist will be bid in department 108.**
 - ii. **There is one bidder for the Mww opening and no bidders for the Tool Room Machinist opening. The bidder for the MWW opening is on the eligibility list and is awarded the job. If another MWW opening becomes available in the future, it will again be bid in department 124 (assuming there are still names on the list).**
 - iii. **Since there were no bidders in the department for the Tool Room Machinist opening, this opening will be bid plant-wide. Also, any future openings for the EIT Tool Room Machinist classification**

will be bid plant-wide.

- h. The senior bidder for an EIT opening must pass the EIT test in order to be awarded the job.
- i. When an employee is award an EIT opening he will be transferred at the appraised rate of labor grade 9. However, the employee will be transferred at no reduction of his base rate of pay. If this results in pay above labor grade 9 he shall remain at that rate until the time interval has passed equal to the difference between labor grade 9 and his position as determined by his rate of pay. Thereafter, he shall progress according to the EIT training schedule.
- j. Once awarded an EIT opening the employee will be considered probationary for a period of 12 months. During this probationary period, the employee may disqualify himself from the Program or the Company may disqualify the employee from the program.
 - i. The disqualified employee will have return rights to their original department in accordance with Article V. Section 5.4, 5.5 and 5.6.
 - ii. The disqualified employee, who bids from within the department, will not have return rights to their original job, but will have departmental bump rights.
- k. Employees in the EIT Program will receive a one time \$500.00 tool allowance. The allowance is returned in the event the employee voluntarily leaves the Program. This allowance must be used to purchase tools from the required tool list.
- l. Prior to reaching labor grade 14 on the EIT schedule, EIT overtime hours will be maintained separately and used for overtime decisions where a 1-to-4 ratio applies. (Example: If six Millwrights were required on Sunday, the first four would be journeymen, the next one an EIT, and the next one a journeyman, etc.).
- m. There will be a maximum ratio of 20% (one EIT per four journeymen).
- n. There will be no minimum ratio of EIT's to journeymen.
- o. EIT employees will be required to attend classroom courses related to their craft. They may be required to attend up to eighty (80) hours of related technical instruction per year up to a maximum of 576 hours of such instruction. Employees will be reimbursed for the cost of books, tuition and supplies for such courses, but not for time spent in class.
- p. There is no limit on the number of hours of training the EIT may be required to attend for which he is paid.
- q. In the event of a layoff, EIT employees will be laid off by seniority, by classification. EIT employees with less than one year in the Program will be laid off first before EIT employees with more than one year in the Program. Qualified employees with less than four years of seniority will be laid off before a more senior EIT employee with more than one year in the program.
- r. In determining whether an employee-in-training (EIT) should work alone, the Company will apply the rule of reasonableness.

Article VI: Adjustment of Grievances

- 1.1 **SECTION 1.** The term "Grievance" as used in this Agreement is limited to a complaint which has not been settled as a result of the discussion required in sub-paragraph (a) and which involves the interpretation or application of, or compliance with, the provisions of this Agreement. Such grievance must be initiated within five working days of the date the aggrieved employee first became aware of the occurrence of the incident from which it arises.

The President, Vice-President, and Chairman of the Grievance Committee of U.S.W., Local 1999 may participate in any step of the grievance procedure at their request.

Union officers and Stewards referenced in Article VI, Section 4.2 will be compensated under Article VI, Section 4.2 according to current practice. An aggrieved employee who may be called into a meeting with the Company will be compensated according to Article VI, Section 4.2. In addition, if the work shift of an aggrieved employee is expanded as a result of such meeting, the employee will be compensated at the applicable rate for such period of time.

- 1.2 The following procedure will be followed:
- a. **STEP 1:** Any employee who has a grievance shall discuss the grievance with his **Supervisor**, with or without two Union representatives being present, as elected by the employee, in an attempt to settle the same; provided that the two Union representatives shall be afforded the opportunity to be present at the adjustment of any grievance. The **Supervisor** shall give his answer not later than two working days after the grievance is discussed.
 - b. **STEP 2:** If the grievance is not satisfactorily settled in Step 1, it may be submitted by the Chief Steward to the Labor Relations representative not later than five working days following receipt of the **Supervisor's** answer. Meetings shall be held every Tuesday at 12:30 P.M. for the purpose of adjusting grievances with the Plant Labor Relations representative. These meetings shall be attended by the aggrieved employee, not more than three Union Representatives, the General **Supervisor** and/or the **Supervisor**. No grievance will be discussed in a meeting unless it has been submitted to the Labor Relations representative at least five working days in advance of such meeting unless the two parties agree to discuss it earlier. The Labor Relations representative will give his answer to the Chief Steward and the Chairman of the Grievance Committee not later than five working days after the meeting in which the grievance was discussed.
 - c. **STEP 3:** : If the grievance is not satisfactorily settled as a result of the above,

it may be referred to the Grievance Committee for investigation. If the Grievance Committee determines that there is a matter for grievance, the grievance shall be set forth in writing on regular grievance forms and shall be signed by the employee or employees involved wherever possible, or in the case of grievances concerning the Standard Hour and Job Evaluation Plan such grievances may be signed, in lieu of an aggrieved employee, by the appropriate chairman of either the Standard Hour Committee or the Job Evaluation Committee. **All grievances will be signed by the Chairman of the Grievance Committee or his designee. The written grievance must be received by the Office of The Labor Relations Supervisor not later than fifteen working days following receipt by the Chief Steward and Chairman of the Grievance Committee of the answer of the Labor Relations Representative. The Labor Relations Supervisor or his designated representative will provide a written answer to the Chairman of the Grievance Committee not later than five working days following receipt of the written grievance. The Labor Relations Supervisor and/or his designated representative(s) will hold meetings on the first Thursday of every month for the purpose of adjusting grievances of the Bearing Plant..**

These meetings will be attended by an International Representative of the Union and not more than three Union representatives, at least two of whom are members of the Grievance Committee. No grievance will be discussed in this meeting until a written response has been received by the Chairman of the Grievance Committee. The Labor Relations Supervisor or his designated representative will deliver written answers to the Chairman of the Grievance Committee and the International Staff Representative not later than 10 working days following a meeting.

- d. If the grievance is not settled as a result of the above, it may be appealed to Arbitration not later than 30 calendar days after receipt by the Chairman of the Grievance Committee of the answer of the Labor Relations Supervisor.

If the Union does appeal the grievance to arbitration, the Company will request from the Federal Mediation and Conciliation Service a list of seven arbitrators located within a radius of approximately 300 miles of Indianapolis. Such request shall be made within five working days of the date the Company receives notice of the Union's intent to appeal to arbitration. The parties shall meet promptly, in any event no later than five working days from receipt of the list of arbitrators by the Company, to select an arbitrator.

- e. 1. The parties shall alternately strike names from the list of arbitrators until one name remains, and that person shall be designated to act as Arbitrator. At the time an Arbitrator is notified of his selection, he shall be notified that the parties desire to have a decision rendered within 30

days of the date that the hearing is closed or post-hearing briefs have been filed. The decision of the Arbitrator shall be final and binding and the expense and salary, if any, of the Arbitrator shall be paid equally by the Company and the Union.

2. The Arbitrator may consider and decide only the particular issue or issues presented to him in writing by the Company and the Union, and his decision must be based solely on an interpretation of the provisions of this Agreement and any question concerning the fair Distribution of overtime assignments under departmental procedure. The Arbitrator shall not have the power to amend, take away, add to, or change any of the provisions of this Agreement. There shall be no retroactivity as to any loss of wages or benefits in excess of 60 days prior to the filing of the written grievance, except as otherwise provided in specific provisions of this Agreement, except in grievances arising out of the Insurance Agreement, SUB Agreement, Pension Agreement and other Supplemental Benefits Programs.
3. During an arbitration proceeding, the Company will recognize, for the purpose of compensation for time lost from work, the grievant plus a number of employees equal to the number recognized in Section 1.2(c) above. Whenever practical, the Union will notify the Company the second working day prior to such proceeding of the names of all employees who will be requested by the Union to attend such proceeding.

f. Expedited Arbitration Procedure

Notwithstanding any other provision of this agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances, including certain grievances concerning discipline. ~~It is agreed that the expedited arbitration procedure will expire October 1, 2003. By mutual consent, this procedure may be extended.~~

1. The expedited arbitration procedure shall be implemented with due regard to the following.
 - (a) In accordance with the understanding made between the local Union and the Company, the Union and the Company shall appeal the grievance to an arbitrator under this expedited arbitration procedure only by mutual agreement of the parties.
 - (b) The appeal shall be made within (10) working days of the third step answer.

- (c) As soon as it is determined that a grievance is to be processed under this procedure, the parties shall notify the FMCS or other agreed to party. The appeal shall include the date, time, and place for the hearing.
 - (d) During the arbitration proceeding, the Company will recognize, for the purpose of compensation for time lost from work, the grievant plus a number of employees equal to the number recognized in Section 1.2(c) above. Whenever practical, the Union will notify the Company the second working day prior to such proceeding of the names of all employees who will be requested by the Union to attend such proceeding.
2. The hearing shall be conducted in accordance with the following:
- (a) The hearings shall be informal.
 - (b) Briefs may be filed or transcripts made.
 - (c) There shall be no formal evidence rules.
 - (d) A previously designated representative shall present at each party's case.
 - (e) Each representative shall be given the opportunity to give an opening and closing statement.
 - (f) The Arbitrator shall have the obligation of assuring that all the necessary facts and considerations are brought before him/her by the representatives of the parties. In all respects, the Arbitrator shall assure the hearing is a fair one.

The Arbitrator shall issue a decision no later than (48) hours after the conclusion of the hearing (excluding Saturdays, Sundays, and Holidays). The decision shall be based on the record developed by the parties before and at the hearing. The Arbitrator shall provide a brief written explanation of the basis for the decision to be delivered to both parties no more than (30) days from the date of the decision. These decisions shall not be cited as precedent in any discussion at any step of grievance or arbitration procedure, unless mutually agreed to by both parties prior to the arbitration. The authority of the Arbitrator shall be the same as that provided for in the standard grievance procedure.

- 2.1 **SECTION 2.** The Company agrees that no employee shall be peremptorily discharged, but that he first shall be placed on terminal suspension. During the first five days of this initial suspension, the Union may request a meeting with the

- Company's Labor Relations representative pursuant to Article VI, Section 1.2(a) of the Grievance Procedure and if such meeting is requested, it shall be held no later than the third day following such request. The Grievant may attend such meeting. At such meeting, the facts concerning the case shall be made available to both parties. The Company's Labor Relations representative shall notify the Union no later than the second day following such meeting or the seventh day of suspension, if no such meeting is scheduled as to whether the suspension is converted to discharge and if not, what other action shall be taken. If the Union is dissatisfied with the Company's answer, it may challenge such decision through the Grievance Procedure beginning at Paragraph 1.2 (c), by filing a written grievance in the manner provided in Paragraph 1.2(c), and a meeting at that step shall be held within five work days. The Company's answer at that step shall be given within one workday after the meeting. Thereafter, if the answer is a denial of the grievance and if the Union appeals the grievance to arbitration, the Company will request from the Federal Mediation and Conciliation Service a list of seven arbitrators located within a radius of approximately 300 miles of Indianapolis. Such request shall be made within five working days of the date the Company receives notice of the Union's intent to appeal to arbitration. The parties shall meet promptly in any event no later than five working days after receipt of the list of arbitrators by the Company, to select an arbitrator.
- 3.1 **SECTION 3.** The parties desire to process and dispose of grievances promptly. For good cause shown, the parties may agree to extend in writing the time limits within which grievances shall be presented or answered, and to increase the number of representatives present in any meeting held concerning the grievance. Meetings held in accord with Sections 1.2(a) and 1.2(b) may be waived by mutual consent in cases involving the Job Evaluation Plan and the Standard Hour Plan. In cases involving safety, meetings held in accord with Section 1.2(a), and all answers required in accord with Sections 1.2(a) and (b) may be waived by mutual consent.
- 3.2 If the Company fails to answer within the specified time limits, the grievance as alleged by the Union shall be deemed to be true and correct. If the Union fails to present or appeal the grievance within the specific time limits, the grievance shall be deemed dropped, and the Company's last answer shall be deemed true and correct.
- 3.3 The Company agrees that the individual responding in Step 1.2(c) will be someone other than the individual who responded in 1.2(b) of the procedure.
- 4.1 **SECTION 4.** It is the intention of the parties to reduce and to hold to a minimum the time lost by investigation and settlement of grievances during working hours. Complaints shall be investigated and settled outside of working hours, if possible.
- 4.2 Union officers, Stewards, and members of the recognized committees shall be compensated for time lost from work in mutually agreed meetings with the

- Company. An aggrieved employee who may be called into a meeting with the Company will be paid for time lost from work.
- 4.3 Union officers, Chief Stewards, and members of the Grievance Committee may visit departments other than their own for the purpose of investigating or settling grievances after permission from their **Supervisor** and notice to the **Supervisor** or, in his absence, whoever is in charge of the department visited.
- 4.4 Records of bargaining unit employees will be made available to the Union.
- 5.1 **SECTION 5.** For the purpose of facilitating the procedures of administering this Agreement, the Union agrees to file at the office of the Personnel Manager a list of all employees who are to be recognized as departmental Stewards and/or as representatives of the Union pursuant to the provisions of this Section. Inadvertent failure to keep the Company current shall be promptly corrected but shall not prevent the Union representatives from participating in grievance meetings.
- 5.2 The Company will recognize up to two Chief Stewards. An additional Chief Steward will be recognized for the third shift at such time as there are 35 or more employees on that shift.
- 5.3 The Grievance Committee shall consist of not more than five employees, in addition to the Local Unit President who shall serve as Grievance Committee Chairman, designated by the Union.
- 5.4 The Job Evaluation Committee shall consist of not more than two representatives designated by the Union.
- 5.5 The Lean Manufacturing Committee shall consist of not more than three representatives designated by the Union; **each committee member must be from a different department unless otherwise approved by the company.**
- 5.6 The Safety Committee of the Bearing Division shall be composed of two day and one night representatives of the Union and up to three representatives of the Company.
- 5.7 The Equal Employment Opportunity Committee shall be composed of one representative designated by the Union
- 5.8 The Apprenticeable Craft will have one representative designated by the Union.
- 5.9 An employee assistance program Union committee representative, designated by the Union, will be recognized and compensated according to Article VI, Section 4, Paragraph 4.2.

Article VII: Leave of Absence

- 1.1 **SECTION 1.** All Leaves of Absence, except Occupational and Non-Occupational Illness or Injury Leaves of Absence, which are of more than one week in duration shall be applied for in writing and approved in writing by the Company, in advance of the beginning of such Leave of Absence.
- 1.2 All Leaves of Absence, except Occupational and Non-Occupational Illness or Injury Leaves of Absence, which are of more than one day, but less than seven days duration shall be applied for in advance of the beginning of such Leave of Absence by contacting the appropriate Supervisor who will make application to Personnel on behalf of the employee.
- 2.1 **SECTION 2. Personal Leave of Absence.** Employees with one or more years of seniority on written application setting forth good cause, will be granted a Personal Leave of Absence in writing by the Company. Such Leave of Absence will not exceed 60 days and may be renewed for good cause upon application in advance of termination of the original leave. Employees on such Leaves of Absence shall retain employment rights to the job classification which they were assigned prior to the beginning of such Leave. In determining whether such leave can be granted, the Company will evaluate such request in view of possible work situations, including work shortages.
- 2.2 In cases of pregnancy, when an employee becomes pregnant but who is not medically certified by a licensed physician will, upon written application setting forth good reason, be granted a Personal Leave of Absence, until such time as the employee is medically certified as unable to work.
- 2.3 An employee who has fifteen years of continuous service will be granted a Personal Leave of Absence for up to one year for justifiable cause mutually agreeable to the parties. Employees granted such leaves shall release all claim to the job classification they were assigned to prior to such leave, but upon return to active employment shall be permitted to exercise seniority bump rights in accord with Article V, Section 6, to claim a job classification.
- 2.4 An employee will not be granted a Personal Leave of Absence to accept employment elsewhere.
- 3.1 **SECTION 3. Non-Occupational Illness and Injury Leave of Absence.** Employees shall be granted Leaves of Absence for non-occupational illness or injury for a period of time equal to their seniority with the Company at the beginning of such Leaves, but not longer than five years, provided adequate evidence is presented, as requested, as to their continued disability. Employees on such Leaves shall retain re-employment rights to the job which they were assigned prior to the beginning of such Leaves for up to 52 weeks from the

starting of such Leaves. Employees who return to employment from such Leaves after the expiration of 52 weeks shall be eligible for reinstatement, within their own department, on whatever job is open, but shall have job preference over the employee with the least seniority only. Employees substituting for employees off on Leaves due to illness or injury shall be considered to be on a temporary job for the duration of such Leaves, but such temporary status in no event shall exceed 52 weeks. At the expiration of such Leaves or the 52 weeks, such temporary jobs will be filled according to the provisions of Article V (Seniority), Section 2 and 4.

- 4.1 **SECTION 4. Occupational Illness and Injury Leaves of Absence.** Employees shall be granted Leaves of Absence for occupational illness or injury for the period of their disability. Where the employee is unable to return to active employment, and accepts a lump sum settlement or an award, the period of disability will be deemed to be the greater of (a) two years, (b) the number of weeks represented by the lump sum settlement or award, or (c) the minimum period necessary to meet the service requirements for a disability pension under the Pension Agreement.
- 4.2 Employees on Occupational Illness or Injury Leaves of Absence shall retain the same employment rights as employees on Non-Occupational Illness or Injury Leaves of Absence as specified in Section 3.1 above.
- 5.1 **SECTION 5. Military Service Leaves of Absence.** The Company will continue to follow the provisions of all Laws, Rules and Regulations pertaining to Military Service. Subject to change in such Laws, Rules and Regulations, the following provisions will apply:
- a. The Company will grant a Military Leave of Absence to any employee who has completed his probationary period. At the time of granting such Leave, the employee will be advised of his job rights.
 - b. If the Leave of Absence is for not more than six months of service, the job which the employee occupied will be filled by temporary assignments, and the employee will be returned to that job. If, as a result of a reduction of force during a Leave of Absence, the employee would have been "bumped" from his job classification, the "bump" will be deemed made, and the employee's seniority "bump" rights reserved to him until his return to active employment.
 - c. If the Leave of Absence is for more than six months, the job the employee occupied will be filled permanently. Upon his return, the employee may exercise his seniority "bump" rights to claim any job or job classification in his department in accord with Article V, Section 6 of this Agreement.

- d. The employee returning from Military Leave of Absence will be deemed to have established his vacation eligibility, based upon his accumulated service, five (5) days after his return to active employment, if possible.
 - e. The employee returning from Military Leave of Absence will be deemed immediately eligible for an Educational Leave of Absence, as set forth in Article VII, Section 6 of this Agreement, based upon his total accumulated service.
 - f. If the employee returning from Military Leave of Absence is physically handicapped, he will be given employment on suitable jobs within the reasonable capacities of the Company to do so and with due regard to the seniority provisions of this Agreement.
 - g. Termination of employment status will be determined by the applicable Laws, Rules and Regulations pertaining to veteran's re-employment rights.
 - h. Upon the return of an employee from military leave, they will be advised of their job rights by the Company with the Union President or his designated representative also present.
- 5.2 The Company will grant Military Leave of Absence without loss of accredited service to an employee when he has official orders directing him to attend training encampments or cruises of one of the reserve components of the armed forces of the United States, or called into service in the National Guard. During such encampment, cruises, or guard service, all benefits will remain in effect for a maximum of four calendar weeks in one fiscal year.
- 6.1 **SECTION 6. Educational Leaves of Absence.** Employees will be granted Educational Leaves of Absence under the following conditions:
- a. The employee must have at least one year of seniority when the first Educational Leave of Absence is granted.
 - b. Educational Leaves of Absence will be granted only to attend accredited colleges and universities. The employee will, upon request, furnish proof of enrollment and attendance at such institutions.
 - c. Each Educational Leave of Absence will be for a period equal to the school term or semester of the college or university attended and shall be in writing. Copies of granted Leaves will be furnished to the Union.
 - d. Employees who are granted Educational Leaves of Absence will be expected to return to active employment during the summer months. Such employees need not be permitted to return to work during short term breaks of less than 30 days during the school year.

- e. Employees will be granted Educational Leaves of Absence for a total period equal to their periods of active employment. Seniority shall accumulate during such Leaves, but shall not accumulate for more than a total of four years because of such Leaves.
- f. Employees who are granted Educational Leaves of Absence shall be eligible for Holiday Pay under the same conditions as an employee who is on Leave of Absence for Illness or Injury.
- g. Employees who are granted Educational Leaves of Absence shall be eligible for Vacation Pay based upon their accumulated seniority. Such employees will be paid such vacation pay during their Leave of Absence rather than during the summer months.
- h. Employees granted Educational Leaves of Absence will be permitted to continue their own and their dependents' insurance at their own expense. Payments will be made in advance at the current established rates.
- i. Educational Leaves of Absence will be granted to attend Union sponsored schools and training programs, provided the number and duration of such Leaves will not be harmful to the operation of the Plant(s) and Department(s) to which such employee(s) is assigned. If requested Leave under this paragraph is denied, the Union may file a grievance to commence at Step 3. Such grievance will be expedited as follows:
 - 1. The 3rd step meeting will be scheduled by the Company as soon as practical and no later than the second work day after receipt of the grievance.
 - 2. The Company's answer to the grievance will be given the same day as the 3rd step meeting.
 - 3. The parties will make every effort to agree upon an Arbitrator who can hold a hearing quickly.
 - 4. Both sides will waive the right to file post-hearing briefs so that the Arbitrator may issue an immediate decision.
- j. Educational Leave of Absence will be granted to attend educational training courses at tax-supported trade, vocational, or technical schools, or such other institutions mutually agreeable to the parties, provided such training is related to skills used, or expected to be used, within the Company.
- k. Employees granted Educational Leaves of Absence of 60 days or less shall retain employment rights to the job classification which they were assigned

prior to the beginning of such Leave. If such Leave is for more than 60 days, they shall release all claim to the job classification they were assigned prior to such leave, but upon return to active employment shall be permitted to exercise seniority bump rights in accord with Article V, Section 6 to claim a job classification.

- 7.1 **SECTION 7. Political Leaves of Absence.** When an employee is elected to a full-time political office, or is appointed to a bona fide administrative position in a governmental office or agency, he shall be granted a Leave of Absence equal to the term of the elective or appointive office for a minimum of 30 days. Successive Leaves of Absence will be granted only to employees elected to full-time political office. Employees granted such leaves shall release all claim to the job classification they were assigned prior to such leave, but upon return to active employment shall be permitted to exercise seniority bump rights in accord with Article V, Section 6 to claim a job classification.
- 8.1 **SECTION 8. Union Leaves of Absence.** Where Union members are employed on a full-time basis, either by the Local Union, District, or National Organization, or are appointed by the Union to a bona-fide administrative position in a non-profit, non-political organization or agency concerned with the public welfare, they will be granted a Leave of Absence by the Company. At the end of such Leave, employees may return to work or may retire, if otherwise eligible, under the Deferred Vested Pension provision of Exhibit A.
- 8.2 Employees granted Union Leaves of Absence will release all claims to the job classification they were assigned prior to such leave, but upon return to active employment shall be permitted to exercise seniority bump rights in accord with Article V, Section 6 to claim a job classification. If the employee wishes to return to work before his Leave has expired, he must give the Company 30 days advance notice, unless such notice is expressly waived by the Company. No more than four employees shall be on Leave of Absence under this section at one time.
- 9.1 **Section 9. Family and Medical Leave Act.** The Company agrees to adhere to the Family and Medical Leave Act of 1993 FMLA and to its regulations and the state law and its regulations for all eligible employees in the bargaining unit. Employees may file grievances concerning FMLA and state leave law disputes.
1. The leave year for FMLA purposes shall be a rolling twelve (12) month period.
 2. Employees on FMLA leave due to a serious health condition of the employee will not be required to utilize vacation for unpaid FMLA qualifying leave. Employees on other FMLA leave will be required to use paid vacation concurrent with the leave, but no more than one half (1/2) of their annual credited vacation time.
 3. The first six (6) weeks of an employee's paid sick leave or workers' compensation leave shall be charged toward an employee's twelve (12)

week FMLA entitlement provided such leave qualifies under the Act. The employee has the option to designate leave as either personal leave or FMLA leave, provided the leave otherwise qualifies under the Agreement and/or the FMLA

- 4. The company agrees that non-contributory life insurance and AD&D shall be continued during FMLA leave at no additional expense to the employees.**
- 5. Employees returning from FMLA leaves shall be assigned to their original positions. Assignments to an equivalent position will only be permitted if the original position no longer exists or if the employee is physically incapable of performing the duties of the original position.**
- 6. Any time spent on FMLA leaves shall be considered as time worked for the purpose of determining seniority.**
- 7. The Company's leave of absence policy will remain in place and be followed unless inconsistent with the FMLA or its regulations.**

10.1 SECTION 10. Seniority Accumulation. Seniority shall accumulate during:

- a. Any Non-Occupational Illness or Injury Leave of Absence, for a period not to exceed two years in any one period of absence.
- b. Military Leaves of Absence, for the period specified by law.
- c. Educational Leaves of Absence, for a period not to exceed four years for all periods of absence.
- d. Occupational Illness or Injury Leave of Absence, for the period of disability, but in no case, more than five years.
- e. Leaves granted under the Family and Medical Leave Act of 1993.
- f. Any Political and/or Union Leave of Absence, for a period not to exceed three years in any one period of absence.

11.1 SECTION 11. Seniority Termination. Seniority shall terminate when the specified period of time for which Leave of Absence is granted expires and the Leave is not renewed in writing. In any event, seniority shall terminate:

- a. On Personal Leaves of Absence, at the end of such Leave;
- b. On Military Leaves of Absence, at the end of the period specified by law;
- c. On Educational Leaves of Absence, at the end of any four years continuous period of absence, but in no event more than four years for all periods of absence;

- d. On Non-Occupational Illness or Injury Leave of Absence, at the end of five years;
- e. On Occupational Illness or Injury Leaves of Absence, at the end of the period of disability, but in no case more than five years;
- f. On Political Leaves of Absence, at the end of one term of office, but in no event more than eight years;
- g. On Union Leaves of Absence, at the end of such Leaves.

Article VIII: Safety and Health

1.1 **SECTION 1.** The Company will make fair and reasonable provision for the safety and health of its employees at the Plant or to and from work while on company property during the hours of their employment. Any employee who loses time from work as a result of an occupational illness or accident and is physically unable to resume work that day, will be paid the balance of the shift on which the accident occurred or the illness began. Revisits authorized by the Company to physicians it has designated for employees' treatment of occupational illness or injuries result in the employee being paid for time lost from his work shift. **All scheduled Doctor appointments related to occupational injuries shall be excused under the attendance policy upon documentation verifying the appointment.**

1.2 The Company will continue to furnish protective devices, protective apparel and equipment now being furnished by the Company. It shall be the duty of every employee to use such safety devices, apparel and equipment provided for him; and to observe reasonable shop safety rules.

- a. The Company will provide a safety shoe allowance of \$70 for the initial purchase and \$50 annually for subsequent purchases.

1.3 The duties of the Safety Committees shall be as follows:

- a. To meet at least once a month on definitely established dates, and to have available at their request, a report of all employees injured in the Plant during the period since the last meeting. The Company will inform the Union of significant progress made on safety-related projects.
- b. To make inspections of the Plant each month as to health and safety devices, and as to their proper application and use.
- c. To make recommendations for the correction of unsafe and harmful conditions and the elimination of unsafe and harmful work practices.

- d. To promote health and safety education.
- 1.4 Any employee who feels that an undue safety hazard exists on his job should first take it up with his **Supervisor**. If it is not resolved in this manner, the employee may report the problem to his Union Safety Committeeman for consideration by the Committee. He may also file a grievance.
- 1.5 **The Company offers the following assurances regarding health and safety:**
- a) **We will continue to train supervisors and guards in first aid for the handling of emergency situations. Keys will be issued to supervisors and guards to provide easy access to the dispensary.**
 - b) **The Company will implement a program of periodic in-plant air sampling and will make the Chairman of the Safety and Health Committee aware of the areas to be sampled before the actual sampling.**
 - c) **Work Alone: When an employee is performing work that is hazardous or inherently dangerous, it is the Company's intent that the employee shall work within the call or observation of another person.**
 - d) **We will notify the Union Safety Committee as promptly as practical on accidents which are believed to involve probable lost time injuries. We will not operate machinery which we suspect caused such an accident through malfunction until it has been checked in the presence of the Plant Safety Director and Plant Union Safety Committee Chairman or their designate representatives.**
 - e) **The Company will not require employees to work directly above operating equipment where such work would jeopardize employees operating said equipment, or where the nature of the equipment poses a hazard to the employee above. We will barricade an aisle way or otherwise protect an employee working on a ladder or scaffolding in an aisle way. This policy will be communicated to all supervisors and re-emphasized as often as necessary to assure compliance.**
 - f) **Union Safety representatives permitted by law to participate during a State or Federal inspection resulting closing conference will continue, during the term of this Agreement to be compensated for such lost time.**
 - g) **Regarding the repairing of safety glasses, we will make arrangements to have personnel available to make minor repairs on the first and second shifts and to make Plano safety glasses available with supervisor.**
 - h) **When the Bearing Division cafeteria is not open, second or third shift employees can visit the Dairy Queen adjacent to the plants property. Employees will be required to "ring out" and "ring in" their clock cards, however, their will be no forfeiture of supper hour pay.**

- 1.6 Every effort will be made to give adequate safety instruction to employees who are assigned to unfamiliar work where safety hazards may be involved.
- 1.7 The Company agrees to do its full share toward keeping locker rooms and washrooms in a sanitary condition; and, the employees agree to do their full share toward the same end.
- 1.8 Employees utilizing cafeteria and lunch areas will do so in such a manner that keeps them clean and sanitary.

Article IX: Special Pay Policies

- 1.1 **SECTION 1. Jury Duty Pay.** An employee who is called for jury service shall be excused from work for the day on which he serves, and he shall receive for each such day of jury service on which he otherwise would have worked, the difference between eight times his average straight-time hourly earnings, as computed for holiday allowance, and the payment he receives for jury service. The employee will present proof of jury service and of the amount of pay received therefore.
- 1.2 An employee who is summoned for jury service and is not required to serve, need not return to work when excused before 11:00 a.m. In such case, he will be entitled to pay in accord with this Section for time lost from work on the basis of the time when he was released in place of the eight hours specified above, on the condition he provides written verification from the Court of the time he was dismissed. If released after 11:00 a.m., the employee will be paid in accord with Section 1 above, but need not return to work.
- 1.3 Employees missing work due to being subpoenaed as a witness shall not be charged attendance points. The employee shall be required to present proof of such days served due to the subpoena.
- 2.1 **SECTION 2. Bereavement Pay.** An employee who has a death in his immediate family will be paid three working days pay of eight hours each (as computed for holiday pay).
 - a. "Immediate family" shall include only the employee's mother, stepmother, father, stepfather, spouse, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren. Employees will be paid one day's pay in the event of the death of a brother-in-law, sister-in-law, and spouse's grandparents. Employees shall furnish proof of death and relationship.
- 2.2 Employees will not be paid for a death which occurs during a leave of absence.

- 3.1 **SECTION 3. Pallbearer and Blood Donor Pay.** An employee who serves as a pallbearer or who donates blood for an active or retired employee, and who loses time from work because of such service, will be expected to work during the day and to take only such time as is necessary to perform such service. Such employee will be compensated for time lost at the difference between eight times his average straight time hourly earnings, as computed for holiday allowance, and his actual earnings for time worked.
- 4.1 **Company Paid Union Time. The company agrees to pay Union Time as follows;**
1. **The first shift Chief Steward shall be given up to sixteen (16) hours per week to conduct normal Union business. This time is in addition to any mutually agreed to meetings with the Company as provided for in Article VI section 4.2 of the collective Bargaining Agreement.**
 2. **The second shift Chief Steward shall be given up to eight (8) hours per week to conduct normal Union business. This time is in addition to any mutually agreed to meetings with the Company as provided for in Article VI section 4.2 of the collective Bargaining Agreement.**
 3. **The third shift Chief Steward shall be given up to four (4) hours per week to conduct normal Union business. This time is in addition to any mutually agreed to meetings with the Company as provided for in Article VI section 4.2 of the collective Bargaining Agreement.**
 4. **The Chairman of the Lean Manufacturing Committee will have requests for Company paid Union time to be considered on a case-by-case basis. Additionally management will consider on a case-by-case basis requests for the Lean Chairman to be excused from duty and not paid by the Company for Valid Lean Committee Union business reasons.**
 5. **The Chairman of the Job Evaluation Committee will have requests for Union time considered and approved by the Company on a case by case basis.**
 6. **The Chairman of the EEOC Committee will have requests for Union time considered and approved by the Company on a case by case basis.**

Article X: Management

- 1.1 **SECTION 1.** The Company shall manage the Plant and direct the working forces and shall have the exclusive rights to plan, direct and control Plant operations; to assign work to employees; to hire; to promote; to demote, to discipline, to suspend; to discharge for proper cause; to relieve employees from duty because of lack of work, or for any other legitimate reason; to introduce new production methods, materials, or facilities, or to change existing production methods, materials, or facilities. The choice of control and direction of the Supervisory Staff are vested exclusively in the Company.

- 1.2 The Company shall have the right to implement a comprehensive drug and alcohol testing program subject to the provisions of this Agreement. **Pursuant to discussion prior to the 1998 negotiations, the Company and the Union have agreed to and adapted a drug/alcohol testing program. This program will remain in effect unless the Company notifies the Union of a desire to implement a modified testing program pursuant to Article X Section 1.2 of the agreement, at which time the parties will meet to negotiate the modified testing program. Any such changes shall only be by mutual agreement between the parties. If disciplinary action or termination occurs, nothing within this procedure shall prohibit an employee from presenting mitigating evidence or challenging the severity of any disciplinary action issued: or exercising his right to grieve under the Collective Bargaining Agreement between Rexnord Industries, LLC and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local 1999.**

It is further agreed that if a test procedure is found or developed that measures impairment, or the length of time from the last usage, the Company and the Union will work toward including the new test, or procedure in the policy.

It is understood that issues not addressed by the Drug and Alcohol policy may be adopted during the term of this agreement pursuant to the Company's Management Right to adopt reasonable work rules and subject to the Union's right to contest such rules and discipline through the grievance procedure.

- 1.3 **The Company will make available a \$50,000 reserve annually for allocation to those employees whose benefit limits were exhausted for treatment of alcohol and drug abuse. The allocation of this money will be at the discretion of the two Employee Assistance Program Committees, which consist of Union and Management representatives. Authorization for payments from this fund must be supported in writing by the employees counselor or other professionals involved in the case.**

At the end of each calendar year, the unused balance would revert to the Company and another \$50,000 reserve would be established for each subsequent year until the parties agree to modify, amend or terminate this concept. If the fund is exhausted prior to the end of a calendar year, no further financial assistance will be available from this program until the new year begins.

This fund will be made available to employees and their eligible dependants.

- 1.4 None of the above-mentioned rights of Management shall be exercised inconsistently with any other provision of this Agreement, and no employee shall

be discharged or discriminated against in any manner because of membership in the Union.

2.1 **SECTION 2.** The Company may enforce reasonable rules of employee conduct, and any schedule of penalties included in such rules shall be considered as a general guide as to appropriate discipline and shall not be binding on the parties.

2.2 No discipline of any employee, which has been followed by a period of 12 months of active employment free from disciplinary warning and/or suspension, shall be used in determining discipline for a subsequent infraction. If such excluded discipline is introduced in an arbitration hearing, it shall be viewed only as history related to prior efforts of the Company towards correction of the employee. Records of discipline shall be removed from an employee's active personnel file after 24 months from the date of the discipline and not used for any purpose except discipline not prohibited by the preceding portion of this paragraph.

Article XI: Holidays

1.1 **SECTION 1.** Eight hours pay shall be granted to each eligible employee on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day and floating holidays that vary from year to year. Day workers shall receive eight hours pay at their regular hourly EWS Base Rate.

1.2 During the term of this Agreement, the floating holiday will be observed on May 29, 2007, July 7, 2008, July 6, 2009, and July 6, 2010.

2.1 **SECTION 2.** To be eligible for holiday pay:

- a. The employee must have passed his probationary period; and
- b. The employee must have worked his last scheduled workday prior to, and the next scheduled workday after such holiday, or must have worked on such holiday.
- c. Employees who work less than their scheduled hours on the day before and the day after the holiday shall have the total hours worked on such days divided by two. The resultant hours, not to exceed eight hours, multiplied by the appropriate rate of pay established in Section 1.1 shall be the amount of the employee's holiday pay.

2.2 Employees with the necessary seniority, who have been laid off in reduction of force during the work week prior to or during the week in which the holiday falls, or are recalled during the week in which a holiday is observed and work the day following the holiday, shall receive pay for such holiday.

- 2.3 When one of the holidays falls within an eligible employee's approved vacation period and he is absent from work during his regularly scheduled work week because of vacation, he shall be paid for such holiday(s), and at his option, schedule additional day(s) off.
- 2.4 When an eligible employee has been on an approved Leave of Absence and returns to work following the holiday but during the week in which the holiday falls, he shall be eligible for pay for that holiday.
- 2.5 When an eligible employee has been absent the scheduled workday before or the scheduled workday after a holiday and such absence is caused by sickness or non-occupational injury, he shall be eligible for pay for that holiday provided:
- a. The sickness or non-occupational injury covers at least one workday;
 - b. A certificate of sickness or injury is provided from a duly licensed doctor;
 - c. Such absence began not more than 60 days prior to the holiday or the employee returned to work not later than 60 days following the holiday.
- 2.6 When an eligible employee has been absent the scheduled workday before or after a holiday and such absence is caused by an occupational illness or injury, he shall be eligible for pay for that holiday.
- 3.1 **SECTION 3.** When any of the above enumerated holidays falls on a Saturday, Friday shall be observed as such holiday. When the holiday falls on Sunday, Monday shall be observed as such holiday. The day observed as Christmas Eve may, in special circumstances, be changed upon mutual agreement of the parties.
- 4.1 **SECTION 4. All work scheduled on negotiated or contractually recognized holidays shall be first offered to employees who volunteer to perform such work. Available work will be offered in Seniority order. In the event there are insufficient volunteers available to work the Company may require such employees to work in reverse order of Seniority. The same procedure will be applicable for weekend work in which a holiday occurs prior to or immediately after the weekend.**
- 5.1 **SECTION 5. The Company will work to resolve issues regarding employees paychecks. In those weeks in which a holiday occurs on a Friday or Friday is not worked due to a scheduled short work week it will be our goal to have the paychecks ready within two (2) hours after the lunch period of the employees last shift before the holiday or Friday.**

For weeks in which there are two (2) holidays, the Company will make every effort to pay on the same schedule as those weeks having a holiday on Friday.

To do so, it may be necessary to estimate the amount of pay and make a correction on the paycheck of the following week.

In the event of unavoidable delay, such as power failure or machine breakdown a revised schedule will be posted estimating when we expect the paychecks to be available.

It must be understood that our efforts in this regard will require the full cooperation of all shop clerical employees, including whatever overtime is necessary.

Article XII: Vacations

- 1.1 **SECTION 1.** All employees on the payroll will receive paid vacation according to the following schedule provided that their seniority is one year or more. **Employees who have less than 3 years seniority whose employment is terminated by the Company will forfeit any accrued but unused vacation pay.**

Laid off employees who return to work, and who have not previously qualified during the current year, will not be qualified for vacation until they have worked for 30 days. If the Company lays off the employee prior to completing 30 work days, the employee would then be deemed to be eligible for vacation.

Paid Vacation Per Calendar Year	
Seniority	Weeks
1 year but less than 3 years	1
3 years but less than 10 years	2
10 years but less than 20 years	3
20 years and over	4

- 2.1 **SECTION 2.** Employees entitled to one week or more of vacation may take their time off in consecutive weeks or in separate periods of one continuous week each
1. **The existing vacations scheduling will be honored for the 2006 vacation year. This includes the carry over for January and February. Effective with the 2007 vacation year and thereafter, each supervisor will accept full week vacation requests from January 1st through January 31st. Scheduling will be offered in order of seniority of those requesting full weeks, based upon department seniority as of January 1st of that calendar year. Thereafter, vacation time will be scheduled on a first-come, first-served basis.**
 2. Employees may elect to take their vacation in non-continuous one-day increments that shall be scheduled with and approved by departmental

supervision in advance. **When one-day vacations are requested the employee will submit a vacation request form to their supervisor, and if granted, the supervisor will sign the request form confirming approval**

3. Vacation days not taken or scheduled by **November 1**, will be scheduled for the employee at the Company's discretion. Vacations, as far as possible, shall be granted at times most desired by employees, but the final right to allot vacation periods is exclusively reserved by the Company in order to ensure the efficient operation of the Plant.
 4. **The Company will allow employees to schedule one-day vacation on weekends, subject to the normal rules of vacation scheduling and pay.**
- 2.2 Employees are normally expected to take all regular vacation time off. However, upon consent of the Company, the employee may take pay-in-lieu of vacation for weeks in excess of two weeks. Such buy-outs will not be made while employees are on layoff from those job classifications without the mutual consent of the Company and the Union President. A notification will be posted in each department, and a copy will be given to the Union President, during times the Company is willing to purchase vacations indicating the job classifications from which pay-in-lieu of vacation may be requested under these provisions. In hardship cases, pay-in-lieu of vacation may be granted upon mutual consent of the Company and the Union President.
- 3.1 **SECTION 3.** The Company will grant 2% for employees entitled to one week of vacation, 4% to employees entitled to two weeks, 6% to employees entitled to three weeks, and 8% to employees entitled to four weeks, of total earnings during the last previous calendar year or, in the alternative, 40, 80, 120, or 160 hours, as the case may be, at the current rate of pay, whichever is higher. The current rate of pay for piece workers will be the average straight time hourly earnings for the last quarter available before taking their vacations, and for day workers will be the hourly rate in effect at the time of taking their vacations.
- 4.1 **SECTION 4.** Employees who, at the time of layoff, are eligible for a vacation and who have not received their vacation allowance may be paid their vacation pay at the time of layoff at their option. Employees who are discharged or quit after achieving eligibility for vacations and who have not received their vacation allowance shall be paid their vacation pay. The vacation pay for deceased employees who have achieved eligibility for vacation, and who have not taken their vacation prior to their death, will be paid to their Group Life Insurance beneficiary. Vacation allowance for all remaining vacation eligibility will be paid at the time of recall to any laid-off employee who is recalled on or after November 1st of any year.
- 4.2 Employees who become eligible for an additional week of vacation during the month of December shall be eligible to take such vacation at any time after December 1st of that year, or the first two months of the succeeding year.

- 4.3 Employees who go on sick leave during the last quarter of a year and who are unable to return to active employment the following year due to retirement or death will be eligible for vacation allowance (which would have been due).
- 5.1 **SECTION 5. Effective in 2007, vacations shall be taken within the calendar year, plus the first month of the next year, and shall not be cumulative past the last day of January in the year immediately following the calendar year in which they were accrued.**

Article XIII: Wages

- 1.1 **SECTION 1.** All employees placed on an EWS Apprenticeable Craft, Skilled Day Worker, Incentive, Daywork or Measured Daywork Schedule will advance to the next pay level of such schedule in the specified time interval, except that such advancement may, after written explanation of the deficiencies in his work performance which are the reasons for withholding such advancement, be withheld one time for a period not to exceed the time interval to the next pay level on the appropriate training schedule. Any such delay in advancement shall be subject to grievance. If the reason for the advancement being withheld is corrected, the advancement to the next pay level may be granted at any time, and the employee will thereafter advance as specified in the appropriate schedule. If the employee is not advanced during or at the expiration of the next interval in the schedule, the employee will be similarly notified in writing with a copy to his Steward. This delay shall also be subject to grievance. An employee hired with previous experience will be placed on the progressive wage schedule at a point commensurate with his experience.
- 2.1 **SECTION 2.** All employees in daywork classifications which are evaluated in Labor Grades 2 through 11, will be increased to the amount shown in the appropriate wage schedule below, which is comparable to their present pay level on the Evaluated Wage Structure (EWS) Training Schedule.
- 2.2 All employees who are in daywork job classifications which are evaluated in Labor Grade 12 and above, but are not apprenticeable crafts, will be increased to the amount shown in the appropriate wage schedule below, which is comparable to their present pay level on the Evaluated Wage Structure (EWS) Training Schedule.
- 2.2 All employees who are in job classifications defined as "Apprenticeable Crafts" in Article V, Section 7, will be increased to the amount shown in the appropriate wage schedule below, which is comparable to their present pay level on the Evaluated Wage Structure (EWS) Training Schedule.

**Bearing Division
Daywork**

Point Range	Labor Grade	Months to Attain Rate	Effective 10/2/06	Effective 10/1/07	Effective 10/6/08	Effective 10/5/09
0-150	1	2	\$15.14	\$15.52	\$15.99	\$16.47
151-168	2	3	\$15.33	\$15.71	\$16.18	\$16.67
169-186	3	4	\$15.52	\$15.91	\$16.39	\$16.88
187-204	4	5	\$15.70	\$16.09	\$16.57	\$17.07
205-222	5	6	\$15.90	\$16.30	\$16.79	\$17.29
223-240	6	9	\$16.08	\$16.48	\$16.97	\$17.48
241-258	7	12	\$16.27	\$16.68	\$17.18	\$17.70
259-276	8	15	\$16.46	\$16.87	\$17.38	\$17.90
277-294	9	18	\$16.65	\$17.07	\$17.58	\$18.11
295-312	10	21	\$16.84	\$17.26	\$17.78	\$18.31
313-330	11	24	\$17.03	\$17.46	\$17.98	\$18.52
331-348	12	30	\$17.54	\$17.98	\$18.52	\$19.08
349-366	13	36	\$17.79	\$18.23	\$18.78	\$19.34
367-384	14	42	\$18.05	\$18.50	\$19.06	\$19.63
385-402	15	48	\$18.32	\$18.78	\$19.34	\$19.92
403-420	16	54	\$18.57	\$19.03	\$19.60	\$20.19
421-438	17	60	\$18.84	\$19.31	\$19.89	\$20.49
439-456	18	66	\$19.10	\$19.58	\$20.17	\$20.78
457-474	19	72	\$19.35	\$19.83	\$20.42	\$21.03
475-492	20	78	\$19.62	\$20.11	\$20.71	\$21.33
493-510	21	84	\$19.89	\$20.39	\$21.00	\$21.63
511-528	22	90	\$20.13	\$20.63	\$21.25	\$21.89

**Bearing Division
Skilled Daywork**

Point Range	Labor Grade	Months to Attain Rate	Effective 10/2/06	Effective 10/1/07	Effective 10/6/08	Effective 10/5/09
0-150	1	2				
151-168	2	3				
169-186	3	4				
187-204	4	5				
205-222	5	6				
223-240	6	9				
241-258	7	12				
259-276	8	15				
277-294	9	18				
295-312	10	21				
313-330	11	24				
331-348	12	30	\$17.97	\$18.42	\$18.97	\$19.54
349-366	13	36	\$18.22	\$18.68	\$19.24	\$19.82
367-384	14	42	\$18.48	\$18.94	\$19.51	\$20.10
385-402	15	48	\$18.75	\$19.22	\$19.80	\$20.39
403-420	16	54	\$19.00	\$19.48	\$20.06	\$20.66
421-438	17	60	\$19.27	\$19.75	\$20.34	\$20.95
439-456	18	66	\$19.53	\$20.02	\$20.62	\$21.24
457-474	19	72	\$19.78	\$20.27	\$20.88	\$21.51
475-492	20	78	\$20.05	\$20.55	\$21.17	\$21.81
493-510	21	84	\$20.32	\$20.83	\$21.45	\$22.09
511-528	22	90	\$20.56	\$21.07	\$21.70	\$22.35

**Bearing Division
Apprenticeable Craft**

Point Range	Labor Grade	Months to Attain Rate	Effective 10/2/06	Effective 10/1/07	Effective 10/6/08	Effective 10/5/09
0-150	1	2				
151-168	2	3				
169-186	3	4				
187-204	4	5				
205-222	5	6				
223-240	6	9				
241-258	7	12				
259-276	8	15				
277-294	9	18				
295-312	10	21				
313-330	11	24				
331-348	12	30				
349-366	13	36				
367-384	14	42	\$20.91	\$21.43	\$22.07	\$22.73
385-402	15	48	\$21.22	\$21.75	\$22.40	\$23.07
403-420	16	54	\$21.53	\$22.07	\$22.73	\$23.41
421-438	17	60	\$23.15	\$23.73	\$24.44	\$25.17
439-456	18	66	\$23.48	\$24.07	\$24.79	\$25.53
457-474	19	72	\$23.80	\$24.40	\$25.13	\$25.88
475-492	20	78	\$24.13	\$24.73	\$25.47	\$26.23
493-510	21	84	\$24.46	\$25.07	\$25.82	\$26.59
511-528	22	90	\$24.79	\$25.41	\$26.17	\$26.96

**Bearing Division
Measured Daywork**

Point Range	Labor Grade	Months to Attain Rate	Effective 10/2/06	Effective 10/1/07	Effective 10/6/08	Effective 10/5/09
0-150	1	2	\$17.57	\$18.01	\$18.55	\$19.11
151-168	2	3	\$17.77	\$18.21	\$18.76	\$19.32
169-186	3	4	\$17.97	\$18.42	\$18.97	\$19.54
187-204	4	5	\$18.16	\$18.61	\$19.17	\$19.75
205-222	5	6	\$18.37	\$18.83	\$19.39	\$19.97
223-240	6	9	\$18.56	\$19.02	\$19.59	\$20.18
241-258	7	12	\$18.76	\$19.23	\$19.81	\$20.40
259-276	8	15	\$18.96	\$19.43	\$20.01	\$20.61
277-294	9	18	\$19.16	\$19.64	\$20.23	\$20.84
295-312	10	21	\$19.35	\$19.83	\$20.42	\$21.03
313-330	11	24	\$19.56	\$20.05	\$20.65	\$21.27
331-348	12	30	\$20.11	\$20.61	\$21.23	\$21.87
349-366	13	36	\$20.39	\$20.90	\$21.53	\$22.18
367-384	14	42	\$20.66	\$21.18	\$21.82	\$22.47
385-402	15	48	\$20.93	\$21.45	\$22.09	\$22.75
403-420	16	54	\$21.21	\$21.74	\$22.39	\$23.06
421-438	17	60	\$21.48	\$22.02	\$22.68	\$23.36
439-456	18	66	\$21.76	\$22.30	\$22.97	\$23.66
457-474	19	72	\$22.03	\$22.58	\$23.26	\$23.96
475-492	20	78	\$22.30	\$22.86	\$23.55	\$24.26
493-510	21	84	\$22.58	\$23.14	\$23.83	\$24.54
511-528	22	90	\$22.85	\$23.42	\$24.12	\$24.84

**Bearing Division
Wage Scale for EIT Only**

Class	LG	Months	10/2/06	10/1/07	10/6/08	10/5/09
EIT	9	0	\$16.65	\$17.07	\$17.58	\$18.11
	10	6	\$16.84	\$17.26	\$17.78	\$18.31
	11	12	\$17.03	\$17.46	\$17.98	\$18.52
	12	24	\$17.54	\$17.98	\$18.52	\$19.08
	13	36	\$17.79	\$18.23	\$18.78	\$19.34
	14	48	\$20.91	\$21.43	\$22.08	\$22.73
	15	60	\$21.22	\$21.75	\$22.40	\$23.07
	16	72	\$21.53	\$22.07	\$22.73	\$23.41
	17	84	\$23.15	\$23.73	\$24.44	\$25.17
	18	96	\$23.48	\$24.07	\$24.79	\$25.53
	19	108	\$23.80	\$24.40	\$25.13	\$25.88
	20	120	\$24.13	\$24.73	\$25.48	\$26.23

- 3.1 **SECTION 3.** The bonus for employees on the second shift shall be \$0.25 per hour.
- 3.2 The bonus for employees on the third shift shall be \$0.30 per hour.
- 3.3 Employees on the second or third shift who, after completing their regular shift, work into the succeeding shift shall be paid the shift premium for all hours worked in the succeeding shift.
- 4.1 **SECTION 4.** In departments that are running continuous process operations on a three shift basis, employees of all shifts assigned to a continuous process operation will be given such time as necessary for them to eat, following the same practice currently used. An example of continuous-process operations currently in effect is Heat Treat.
- 5.1 **SECTION 5.** An employee who is affirmatively ordered for work by the Company and is given no work for a cause other than cancellation of orders, breakdown of machinery, or other cause beyond the control of the Company shall be paid four hours regular time at his Base Rate; provided, however, that upon reporting for work the Company shall have the right to assign employees to whatever work is available and any employees who refuse to perform such available work shall forfeit their right to reporting pay. For the work shift, the employee will be paid four times his hourly Base Rate, or his earnings on such assignment, whichever is the greater.
- 5.2 In cases where the Company has reason to suspect work may not be available for an employee as outlined in 5.1, and such knowledge is prior to the end of the employee's shift the day prior to the anticipated occurrence, if the Company notifies the employee of the need to check with a public source such as radio or television; or call the guard's number to confirm work is available, then it shall be the obligation of the employee to do so. In the event work is not available, this will relieve the Company of the four-hour pay requirement.
- 5.3 In situations where an employee's shift has ended prior to an occurrence set forth in 5.1, the Company will make an attempt to contact the employee by telephone by calling the employee's telephone number of record; provided that the occurrence occurred more than four hours before the start of the employee's shift. This shall be regarded as fulfilling the Company's obligation.
- 5.4 **Early Reporting.** An employee who is ordered to report for work one hour or more prior to the start of his regular shift, and is notified of such schedule prior to the end of his regular shift on the last previous work day, shall be paid the established shift premium applicable to the time worked prior to the starting time of his regular shift.

- 5.5 Call-In. An employee who is called in to work prior to the start of his regular shift, and is not notified of such schedule prior to the end of his regular shift, will be paid a minimum of four hours at his applicable rate for hours prior to the start of his regular shift.
- 5.6 Call-Back. An employee who is called back to work after having left the Plant, and who performs the work assigned and leaves the Plant prior to the start of the next scheduled work shift, will be paid a minimum of four hours at his applicable rate.
- 5.7 Overtime, Saturday, Sunday or holiday premium pay and night shift bonus shall be paid, if applicable, to employees to whom this Section applies only for hours actually worked.
- 6.1 **SECTION 6.** Employees who transfer to another department, pursuant to Article V, Section 5, shall receive the minimum four months rate unless their experience and qualifications are such as to entitle them to a higher rate, in which event their rate shall be established by mutual agreement of the Personnel Manager, **Supervisor**, the Union and the employee involved. Employees shall be informed in writing of their appraised position on the wage schedule prior to accepting award.
- 6.2 When an employee, not fully qualified, is transferred **or bids** to a higher job classification, his qualification in the new classification will be evaluated and his appropriate position on the Evaluated Wage Structure (EWS) determined. However, the employee will be transferred to the new job classification at no reduction of his base rate of pay. If this results in pay above his appropriate position on the Evaluated Wage Structure (EWS), he shall remain at that rate until the time interval has passed equal to the difference between his initial evaluated position and his position as determined by his rate of pay. Thereafter, he shall progress according to the Evaluated Wage Structure. For the purpose of Article V, Section 2, of the Basic Agreement, the initial evaluated position, plus elapsed time since entering the job classification, shall be the determining schedule position, rather than his actual rate of pay. All negotiated wages shall be added to his original base pay.
- 6.3 All employees who are hired for job classifications, which are on the EWS and are evaluated in Labor Grade 1, will be paid the rate of pay for Labor Grade 2.
- 6.4 All employees who are hired as "Qualified" for job classifications which are defined as Class II and Class III job classifications by Article V, Sections 4.7(a)(2) and 4.7(a)(3), and in job classifications defined as "Apprenticeable Crafts" by Article V, Section 7, shall be advanced to the top wage rate of that job classification on the appropriate wage schedule at the end of three months of employment.

- 6.5 Upon the certification of an apprentice in a job classification defined as "Apprenticeable Crafts", Article V, Section 7; the new journeyman will be advanced to the top wage rate of that job classification at the end of three months.
- 7.1 **SECTION 7.** If the occupant of a "Group Leader Job" as defined in Article V, Section 8.1:
- a. Is on a day rate basis of pay and supervises day rate employees, he will receive a rate equivalent to two labor grades above the highest labor grade rating of the job classification under his direction; or
 - b. Is on an incentive basis of pay and supervises incentive employees, he will receive a rate equivalent to the base rate of the highest labor grade rating of the job classifications under his direction, plus 25% of this base rate, plus a sum equal to the value of two labor grade increments.
- 8.1 **SECTION 8.** Union representatives who lose time from work in mutually agreed meetings with the Company, and employees who at the request of, or with the consent of, the Company are called into such meetings, shall be paid **their regular base rate.**
- 8.2 When employees are attending group meetings requested by the Company involving general business discussions, or topical discussions such as Safety, departmental problems, etc., employees shall be paid **their regular base rate.**
- 9.1 **SECTION 9. When an employee is temporarily assigned from his regular job classification to a different job classification, he will be paid as follows:**
- a. An employee assigned to a job classification where a work shortage has developed in accord with Article V, Section 6.18, will be paid the EWS Base Rate of his regular job classification, or his appraised Base Rate on the temporary job classification whichever is the greater ~~plus two labor grades.~~
 - b. An employee assigned to a job classification where work remains for him in that classification; and
 - 1. Is given an option of accepting the temporary assignment or of remaining in his regular classification, and elects to accept the temporary assignment or,
 - 2. Is a day worker who is affirmatively ordered by the **Supervisor** to temporarily perform such work for the convenience of the Company,

for any such assignments the employee will receive the higher of his base rate or the appraised rate of the job he is temporarily assigned to perform.

Notwithstanding the other provisions of this Agreement, employees will continue to be paid their "Red Circle", "Modified Red Circle", "~~Incentive Differential (ID)~~", or "Modified ID" during temporary assignment to another job classification.

- 10.1 Section 10 Lead Tech. The Company and the Union agree that the job of Lead Technician will have a top pay of \$2.00 per hour above the highest rate of pay in the department in which the Lead Technician job exists. The starting pay shall be \$1.00 less than top pay and top pay will be paid six months after job start.**
- 10.2 Any Company identified opening for qualified Lead Technicians shall be posted and bid in the department. If the opening is not filled, then plant wide posting occurs.**
- 10.3 The successful bidder, or an employee, who is bumping will be awarded the job based on the following: seniority, job experience matrix, level of skill proficiency, training ability, and communication skills. The job award of Lead Technician will be a selection made by a joint committee comprised of Department Steward, Chief Steward, Department Supervisor and Business Unit Director. In the event of a tie in the calculation of the weight factors the senior employee will be awarded the job.**
- Weighting factors as identified below will be used in the evaluation process to guide the committee in its selection of the job award.**
 - 1. Seniority 40%**
 - 2. Job Experience Matrix 25%**
 - 3. Skill Proficiency 15%**
 - 4. Training Ability 10%**
 - 5. Communication 10%**
- 10.4 To be eligible to bid on a Lead Technician job, an employee must have held top pay on a job that is no less than three labor grades from the highest job labor grade in the department.**
- 10.5 When an employee accepts the job of Lead Technician, the employee may return to their original department job and work shift within the first 30 days. The Company shall have the right during the first 60 calendar days to return the employee to the employee's original department, job and work shift. In the event the employee transferred departments, the return period shall be 60 days for the employee and 90 days for the Company.**

Article XIV: Job Evaluation Program

The Job Evaluation Plan (titled "Job Measurement Plan for Rexnord Industries, LLC Bearing Division, Indianapolis) Indianapolis", February 1, 1960) and the Job Evaluation Manual for production, maintenance and shop clerical employees are intended to set forth the procedure for maintaining the Job Evaluation Program. **The Company agrees to set monthly meetings with the Union's Job Evaluation committee on the first Thursday of each month.**

- 1.1 **SECTION 1.** The job descriptions and point evaluations of each job, once established, shall continue in effect unless:
- a. Management changes the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) to the extent of one full labor grade or more (18 points or more);
 - b. The job, excluding apprenticeable craft jobs, is terminated or not occupied during the period of one year; or
 - c. The description and evaluation are changed by agreement of the parties pursuant to Section 2, below.
- 2.1 **SECTION 2.** When and if Management establishes a new job classification or changes the job content of an existing job classification to the extent of one full labor grade (18 points or more), a new job description and evaluation for such new or changed job classification shall be established in accordance with the following procedure:
- a. Management will develop a job description and a point evaluation covering the content of such job classification. The Company will then submit the job description and evaluation to the Union Job Evaluation Committee. The labor grade thus established will determine the temporary base rate to be used without grievance until a meeting is held between the appropriate Company and Union Committees. A meeting will be held between the appropriate Company and Union Committees after a 30 day period has passed following the assignment of a permanent employee to the job classification. If the Company and the appropriate Union Committee are unable to agree on the description and/or point evaluation at this meeting, a 30-day grievance period will commence.
 - b. The employee or employees affected, or the Chairman of the Union Job Evaluation Committee may, at any time within the 30-day grievance period, file a grievance alleging that the job classification is improperly described and/or evaluated.

- c. In the event no grievance is filed during the time limits provided herein, the job description and evaluation will be considered to be permanent. Such grievance shall be processed under the grievance procedure, provided that in the event of arbitration, the Arbitrator's decision must be based upon the Job Evaluation Program and must be consistent with the method of description and evaluation for comparable jobs there under.
 - d. If a change in job evaluation, pursuant to grievance or upon finalization of the normal job evaluation procedure, affects the wage rate of the job classification, the change shall be retroactive to the date that the disputed classification temporary base rate was instituted or to the date the job classification was changed by a revision of assigned job duties, whichever is applicable, and applied to any employees who were assigned to the disputed job classification during this period. Retroactivity in the case of the employees temporarily assigned to the disputed job classification will apply only to a three month period preceding the date of filing of the grievance or the finalization of the normal job evaluation procedure.
 - e. The Company will provide the appropriate Union representative with a job change notice within 10 days of the date that a change is made to the content of a job classification and a new job rating analysis within 90 days of the date of such change.
- 2.2 When Management changes a job, but the job content change is less than one full labor grade, a supplementary record shall be established to maintain the job description and evaluation on a current basis and to enable subsequent adjustment of the job description and evaluation for an accumulation of small job content changes. A copy of such supplementary record shall be furnished to the designated Union representative. Failure by the Company to do so shall be grievable by the Chairman of the Union Job Evaluation Committee.
- 2.3 In the event Management changes a job, but fails to file the supplementary record specified in Section 2.2 above, the grievance period specified in Section 2.1 shall not commence until after submission of the supplementary record to the Union Job Evaluation Committee and affected employees.
- 3.1 **SECTION 3.** The Job Evaluation Program provides the basis for elimination of all wage inequities. Grievances pertaining to base rates of pay shall be settled in accordance with the terms of this Job Evaluation Program.
- 4.1 **SECTION 4.** The job description used on a job reflects the general details considered necessary to describe the principal functions of a job, and shall not be construed as a detailed description of all minor work requirements that may be inherent in a job.

- 5.1 **SECTION 5.** Scheduled production jobs ("sub" jobs) will be ranked by agreement of the parties in appropriate relation to the evaluated top job classification to which they relate. They shall be ranked no less than two labor grades below the related job description.
- 6.1 **SECTION 6.**
- a. When and if Management establishes a new job classification or changes the job content for existing job classification by installing mechanical or electronic machinery and the Union Job Evaluation Committee's position is that the Factor and/or Degree Definitions and the evaluation of comparable jobs under the Job Evaluation Plan are not appropriate to comply with the intent of Section 3, and prior to filing a grievance under Section 2.1 (b), the Chairman of the Union Job Evaluation Committee may request a joint meeting of the Company's and Union's Committees to resolve or recommend changes to the Degree Definitions deemed necessary to achieve consistent application and intent of the plan subject to the approvals of the parties which will then be added as a supplement to the effective Degree Definitions.
 - b. Any agreed to changes to the Degree Definitions will not apply to the degree designation or point evaluation of permanent job classifications.
 - c. Should the Committees not reach an agreement, then the 30-day grievance period under Section 2.1 (a) shall commence.
 - d. Proven errors on the computation of the point total for a job may be corrected after notification to the Company and the Union.
- 3.1 **Section 3. The Company acknowledges that employee training is necessary in support of its operations. It is the Company's commitment to ensure that senior people that desire and require training in their respective department and job classification, in fact, receive such training. It is understood that certain conditions; however, may exist from time to time which interrupts regular training cycles. Employees and department union stewards are encouraged to raise with departmental supervision their interest and concerns in this regard.**

Article XV: Modified Red Circle and Group Leader special pay

- 1.1 **SECTION 1. Modified Red Circles and ID's.** When changes, such as method changes, process changes, new equipment purchases, audit of Job Evaluation Program, etc. occur after an employee is placed on the EWS schedule, resulting in changes of job classification or the establishment of a new classification that decreases the job evaluation point values one full labor grade or more for an

- employee assigned, or which establishes a new job classification which replaces that classification and under circumstances when an incumbent employee accepts, within or outside his department, a new reduced labor grade rate on his own classification, or on a successor classification because the job evaluation point value has been reduced more than one full labor grade below the point value of his original classification, then a "Modified Red Circle" or "Modified ID" will be established for such employee.
- 2.2 The amount of such "Modified Red Circle" will be equal to the amount of the difference between the labor grade base rate of the employee's current job classification and the labor grade base rate of the new or revised job classification. This may be expressed as:
- $$\text{Modified RC} = (\text{old EWS B.R.} - \text{new EWS B.R.})$$
- 2.3 The amount of such "Modified Incentive Differential" will be equal to the amount of the difference between 125% of the labor grade base rate of the employee's current job classification and 125% of the labor grade base rate of the new or revised job classification. This may be expressed as:
- $$\text{Modified ID} = (1.25 \text{ old EWS B.R.} - 1.25 \text{ new EWS B.R.}).$$
- 2.4 At approximately the time of establishment of the Modified Red Circle or Modified Incentive Differential, the Company will advise employees of the amount of their Red Circle or Incentive Differential multiplied by 2,000 hours as a complete payment. Notification will be in a letter to the employee or employees informing him of his Modified Red Circle or Incentive Differential. Payment shall be made within 14 working days at the labor grade contended for by the Union pending final determination.
- 2.5 "Modified Red Circle" and "Modified Incentive Differentials" will be effective under the following conditions:
- a. Reassignment of duties by reorganization of job classifications.
 1. Elimination of an existing job classification by separation of duties into two (or more) new job classifications.
 2. Separation of duties of an existing job classification into one (or more) new job classifications with re-evaluation of the original job classification.
 3. Elimination of two (or more) existing job classifications by combining duties into one (or more) new job classifications.

- b. Operations changes resulting in new job classifications or re-evaluation of existing job classifications.
 - 1. Acquisition of new machines and/or equipment, or modification of existing machines and/or equipment, which replaces similar existing machines and/or equipment.
 - 2. Accumulated job evaluation changes, amounting to one full labor grade or more, as a result of reported job changes, or as a result of audit.
- 2.6 Irrespective of the provisions set forth in Section 12.1 through 13.1 of Article XV, those employees who are still carrying either existing or Modified Red Circles, or I.D.'s will continue to be governed by Sections 10.4 and 14.1 through 19.5 of Article XV and Article XIII, Sections 5.2(a) and (b) and 9.1(a) and (b) in the 1970 Labor Agreement.
- 3.1 **SECTION 3. Group Leader Special Payment.** When Group Leader positions are replaced by a non-bargaining unit supervisor, he will be eligible for a special lump sum payment. The amount of this payment will be determined by multiplying the sum equal to the value of two labor grade increments by 2000 hours.
- 3.2 The incumbent of the Group Leader position who supervises incentive employees under conditions outlined above, and who does not have the qualification or seniority to bump into an incentive job classification, will have the 25% as specified in Article XIII, Section 7 (b) multiplied by 2000 hours and the resultant amount added to his special lump sum payment.
- 3.3 The provisions of this Section do not apply when Group Leader positions are eliminated in a reduction of work force in a department. Modified Red Circles and Incentive Differentials do not apply to Group Leader positions.

Article XVI: Lean Enterprise

1.1 Section 1. It is mutually understood that the parties recognize that the conversion of the Indianapolis Plant's pay system, in conjunction with the introduction of Lean enterprise manufacturing processes, will require special transitional attention. To that end, each party reaffirms its commitment to Article I. Also, the parties agree that the below mentioned commitments will be an extension of the labor agreement and the Union agrees that the below conversion or transitional commitments in no way impinge upon Article X

1.2 The establishment of a joint Lean enterprise committee:

- a. **The Company agrees that the Union will have access to all job standards documentation.**
- b. **The union will have access to all training activity and Kaizen events.**

- c. **Bargaining Unit representatives on the Lean committee will be paid their normal wages for time spent in the discharge of their responsibilities as a member of subject committee.**
- d. **The Union will be notified in advance of any new method changes. A complete description will be prepared by the Company and made available to applicable department and Union Lean committee representative.**
- e. **The Union will be provided a written definition of all current and future Lean Manufacturing terminology (i.e. 5S, six-sigma). The parties acknowledge that all such concepts will be subject to the job evaluation process as described in the agreement.**
- f. **The Company recognizes that individual operators will vary in their performance against the agreed job standards. No employee will be unreasonably disciplined for his or her effort.**
- g. **The Company recognizes its obligation to:**
 - a. **Discuss any standard method change with the Union and acknowledges that all job standards are subject to Article VI.**
 - b. **Continuously and reasonably engage the Union on matters related to Lean methods and process changes, safety, job additives and any other such activity which is in the collective best interest of parties in this regard.**
- h. **The Company recognizes and agrees that normal work pace as defined by the “rule of Reason”, shall be a pace achievable by a normal and reasonably qualified operator. (at a level which can be sustained under normal operating conditions and duration.**

Article XVII: Bulletin Boards

- 1.1 **SECTION 1.** The Company agrees at key positions in the Bearing Division to make spaces upon bulletin boards available to the Union for the purpose of publicizing Union business, such as Union meetings, Union elections, Union appointments, and Union social activities. All notices shall be submitted to the Personnel Manager for his approval prior to posting, and shall be posted under his direction.

Article XVIII: No Strike – No Lockout

- 1.1 **SECTION 1.** The Union agrees that for the term of this Agreement there shall be no strike, slowdown, or other interference with production, and the Company agrees that for the same period it will not lock out employees.

Article XIX: Termination

- 1.1 **SECTION I.** The terms and conditions of the Agreement shall remain in effect until midnight **October 2, 2010**.
- 1.2 This agreement shall automatically renew itself for yearly periods beginning **October 3, 2010**, unless either party at least 60 days prior to **October 3, 2010**, serves written notice on the other of modification or termination. In the event of notice of modification, those portions of the Agreement not modified shall be considered as renewed.
- 1.3 **Notwithstanding the four-year term set forth in Article XVIII, Section 1.1 above, either party may request that this Agreement be reopened for renegotiation limited to wages, medical insurance and medical insurance premiums in accordance with the following requirements.**
- a. **The Company will advise the Union of the rates for 2009 and terms of coverage no later than August 1, 2008.**
 - b. **The party seeking renegotiation must serve the other with the written notice requesting same no later than August 15, 2008.**
 - c. **Following timely notice of reopening, the period for negotiations shall terminate on November 15, 2008. If the parties have not reached agreement on the terms subject to the reopener, this Agreement will terminate at Midnight on November 15, 2008, provided written termination notice is given by either party to the other by that date.**
 - d. **No reopener shall be permitted unless one of the following triggers is met using the HRA1 Plan as a base:**
 - a. **The increase in total monthly premium for family coverage in 2009 exceeds the 2008 premium by 20% or more.**
 - b. **The annual family deductible in 2009 exceeds 2008 by \$200 or more.**
 - c. **The out-of-pocket maximum in 2009 exceeds 2008 by \$400 or more.**
 - d. **The prescription drug co-pay increases in 2009 over 2008 by more than \$10.**
 - e. **Should the parties fail to reach agreement concerning the subjects of the reopener as described herein above, the Union and the Employer may take whatever lawful action as either may determine, and Article XVII shall be considered waived and inapplicable for these negotiations.**
- 1.4 This Agreement together with:
- a. The Supplemental Agreement dated effective **October 1, 2006**; and
 - b. Any officially executed supplemental, amendatory, or interpretive side agreements shall constitute the entire Agreement of the parties hereto.

- c. The Company agrees to continue the current 401k savings plan for the term of this Agreement. The Company further agrees that the current Plan Administrator, Fidelity Investments, will not be changed, without prior mutual agreement between the parties.**

- 1.5 No supplemental, amendatory or interpretive side agreement shall be considered "officially executed" unless:

 - a. It bears the signature of three of the five top officers of the Local Union and three officially designated representatives of the Company; and
 - b. 1. If the execution date is after October 1, 1964, it bears the official seal of the Local Union, which will be affixed only after the agreement has been approved at a regular monthly Union meeting of its members; or

2. If the execution date was prior to October 1, 1964, the agreement shall be considered in force and effect unless such agreement is clearly in conflict with this Basic Agreement.

- 1.6 Notices hereunder shall be by registered mail, and if by the Company, addressed to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, 9402 Uptown Drive, Suite 600, Indianapolis, Indiana 46256, if by the Union, addressed to Rexnord Corporation, Bearing Division, 7601 Rockville Road, P. O. Box 85, Indianapolis, Indiana 46206. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

United Steel Workers of America

By: _____
Leo Gerard, Int'l President

By: _____
James English, Int'l Sec.-Treas.

By: _____
Tom Conway, Int'l Vice President
Engineering

By: _____
Fred Redmond, Int'l Vice President

By: _____
Jim Robinson, District Director

By: _____
Randy McKay, Sub-District Director

By: _____
James C. Adcock, Staff Representative

By: _____
Bruce Reed

By: _____
Chuck Jones

By: _____
Kevin Addison

By: _____
Brian Bousum

By: _____
Don Zering

By: _____
Brian Reed

By: _____
Jerry Knapp

Rexnord Bearing Division

By: _____
Ted Niezer, Human Resource Director

By: _____
John Klein, VP Operations

By: _____
Jamie Quilter, Director of

By: _____
Steve Cockrell, Human Resource Manager

By: _____
Ray Jeter, Human Resource Specialist

Addendum A: Standards of Apprenticeship

WHEREAS, the Company and the Union have negotiated concerning Apprenticeship Programs to be provided by the Company:

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

Article I: Term of Apprenticeship

- 1.1 **SECTION 1.** The term of apprenticeship and formal training shall be a minimum of 8,000 hours or 48 months and a minimum of 576 hours of related technical instruction. Time lost due to illness, personal reasons and vacation shall be counted in determining time spent in the apprentice program; however, time lost in excess of 10 days total per year for illness and personal reasons plus layoff and leave of absence will not be computed in determining the amount of time spent in the Apprentice Program.
- 1.2 The total number of hours assigned to related classroom instruction shall not be less than 144 hours per year, and such time shall not be counted as hours of work.

Article II: Qualifications for Apprenticeship Applicants

- 1.1 **SECTION 1.** Apprentices shall be selected from qualified applicants without regard to race, creed, color, national origin, sex, or occupationally irrelevant physical requirement in accordance with objective standards which permit review after full and fair opportunity for application. This program shall be operated in a completely non-discriminatory manner.
- 2.1 **SECTION 2.** Any applicant who applies must meet the following qualifications:
 - a. **Age:** Applicants must have passed their 18th birthday at the time a Job Bid Sheet is issued for an opening in the Apprenticeship Program.
 - b. **Education:** Applicant must be a high school graduate or the equivalent as verified by a G.E.D. test.
 - c. **Physical Condition:** An applicant for apprenticeship must be able to physically perform all duties of the craft at the time he enters the Apprenticeship Program. A pre-employment physical examination is given to each new employee and kept in his file for future reference.
 - d. **Tests:** The applicant must successfully pass tests administered by the Company which are (a) job related, (b) fair in makeup and administration, (c) free of cultural, racial or ethnic bias, as provided by law.

Article III: Selection of Apprentices

- 1.1 **SECTION 1.** All apprentices will be selected from qualified applicants in accord with the seniority and job filling procedures set forth in the Labor Agreement that is in effect at the time of selection between the Parties. An apprentice or a journeyman need not be considered for selection as an apprentice in another craft classification unless the apprenticeship is in a craft classification evaluated at a higher grade than the craft classification occupied by that employee. Apprenticeship training will not be given in more than two crafts for any employee.
- 1.2 Present employees of the Company who desire to become apprentices will be given consideration according to standards as set forth above. Credit shall be given for work experience that is applicable to the work experience required by Article IV of this Addendum A of this Agreement, but shall not exceed one-fourth of the hours required for that program. Such experience will be evaluated by the Personnel Department and the departmental **supervisor** from records shown in the applicant's Personnel File and reviewed with the Craft Representative prior to final selection.
- 1.3 All records pertaining to the selection of an apprentice will be maintained on file for at least two years.

Article IV: Work Instruction

- 1.1 **SECTION 1.** During the term of apprenticeship, the apprentice shall receive instruction and experience in all divisions of the trade necessary to develop a practical and skilled craftsman who is versed in the theory and practice of the trade. He may also be required to perform such other duties in the shop as are commonly related to apprenticeship. Refer to each craft program for outline of Job Breakdown. Time in the various divisions of the trade will not be served consecutively, but accumulatively, as best fits the flow of work and welfare of the apprentice. Assignments will be made on any shift at the option of the Department **Supervisor**.

Article V: Related Technical Instruction

- 1.1 **SECTION 1.** Each apprentice shall attend classes in subjects related to his trade for at least 144 hours each year during his apprenticeship. Apprentices who are credited for maximum work experience will be permitted to equalize their related technical instruction with their work experience by spending more hours in class per semester. The total number of hours required for his craft must be satisfactorily completed before he is eligible for a certificate. This instruction may be given by a designated outside agency and/or by Company instructors as the situation demands. The schedule of classes and subjects to be studied shall be determined by the Company for each Apprentice Program and reviewed with the Craft Representative. No credit for Related Technical Instruction is to be given where the man will be exempt from taking classes. He must complete the minimum of class hours.
- 2.1 **SECTION 2.** Where instruction is given on Company premises, the Company shall furnish the instructor and any books and supplies necessary. The Apprentice will be paid, as part of the regular payroll, one hour at his regular rate of pay, including overtime if applicable, for each one-hour class session.
- 2.2 Where instruction is given at a designated outside agency, the Company will reimburse the Apprentice for the cost of tuition, books and supplies, except for classes repeated. The Apprentice will be paid his regular rate of pay per hour for all classroom hours, payable upon verification of his attendance by the agency.

Article VI: Transfer Related Technical Instruction and Work Experience

- 1.1 **SECTION 1.** Each Apprentice, active or on layoff, must satisfactorily complete the related technical instruction designated for the craft before receiving certification.
- 1.2 When an Apprentice in one craft is awarded an apprenticeship in another craft, all identical related technical instruction shall be transferable to the new apprenticeship program.
- 1.3 In the case of an apprentice who may have completed the required 576 hours in the initial apprenticeship program, while most of these hours may be transferable, the Apprentice must complete the remaining related technical instruction in the new apprenticeship program before the certificate will be granted.
- 1.4 Actual machine hours and tool crib or stock room hours attained in an initial apprenticeship program which are identical to the required hours in a newly awarded apprenticeship program will be transferable, without regard to the 2,000 hour limitation, as referred to in Article III, Section 1.2.

- 1.5 In transferring identical machine, tool crib, or stock room hours, no more than the maximum hours as prescribed in the new apprenticeship program will be transferred.
- 2.1 **SECTION 2.** The provisions of Article VI, Section 1 will apply to journeymen who have completed an apprentice program at the Rexnord Bearing Division within 10 years preceding award of apprentice training in a different craft.

Article VII: Apprenticeship Agreement

- 1.1 **SECTION 1.** Each Apprentice will be required to sign an Apprenticeship Agreement which will also be signed by a representative of the Company.
- 1.2 The following shall receive copies of the Apprenticeship Agreement:
 - a. The Apprentice;
 - b. The Employer; and
 - c. The Apprenticeable Craft representative.

Article VIII: Wages

- 1.1 **SECTION 1.** Apprentices in the apprenticeable craft job classifications will be paid wages in accord with the applicable EWS Apprenticeable Craft Wage Schedule as set forth in Article XIII, Section 2.3 or 2.4 of the Basic Labor Agreement.
- 1.2 Apprentices who are given credit for previous work experience shall be placed on the EWS Apprenticeable Craft Wage Schedule in accord with Article XIII, Section 6 of the Basic Labor Agreement.
- 1.3 Apprentices will be advanced on the EWS Apprenticeable Craft Wage Schedule by calendar months. The maximum apprenticeship level of craft classification will be 8,000 hours or 48 months.
- 1.4 Apprentices will not be advanced on the EWS Apprenticeable Craft Wage Schedule to or above the maximum apprenticeship level until both work experience and related classroom instruction requirements are met.
- 1.5 Upon fulfilling the requirements for a Journeyman Certificate, credit for intervening months or hours of work experience will be given and the employee advanced to the correct position on the EWS Apprenticeable Craft Wage Schedule.

- 1.6 Upon certification of an Apprentice in a job classification defined in "Apprenticeable Crafts", Article V, Section 7 of the basic agreement; the new journeyman will be advanced to the top wage rate of that job classification at the end of three months. The Company shall apply for a Journeyman's certificate within 30 days.

Article IX: Administration and Supervision of Training

- 1.1 **SECTION 1. Apprentice Coordinator.** The Department **Supervisor** or a designated representative shall act as Apprentice Coordinator, with the following duties:

- a. Interview Apprentices, with assistance of the Personnel Department and the Apprenticeable Craft Representative, if requested by the Apprentice.
 1. Explain responsibilities of an Apprentice.
 2. Explain Apprentice Agreement, including work experience, related technical instruction and wage schedules.
 3. To place Apprentices under agreement.
- b. To coordinate on-the-job training and related instruction.
- c. To maintain adequate records and recommend rotation of Apprentices.
- d. To examine Apprentices before each period of advancement by consulting **Supervisor**, instructor, and by reviewing records.
- e. To recommend that Certificate of Completion of Apprenticeship be granted.
- f. To be responsible, in general, for the successful operation of these Apprenticeship Standards in the plant and the successful completion of the apprenticeship by the Apprentice under these standards.

- 2.1 **SECTION 2. Immediate Supervision.** Apprentices will be under the immediate supervision of the coordinator in the department in which they are employed. The **Supervisor** or the Apprentice Coordinator may assign the responsibility of instructing the Apprentice to other Supervisors in the department or to a qualified journeyman.

- 3.1 **SECTION 3. Records.** In order to properly coordinate on-the-job training and related technical instruction, records of both will be kept. The instructor or

agency will furnish the monthly reports of school progress and grades of each Apprentice to the Personnel Department. All records compiled in accord with this Section shall be available for inspection by the Apprenticeable Craft Representative.

- 4.1 **SECTION 4. Revocation of Agreement.** In case of failure on part of any Apprentice to fulfill any of his obligations or requirements under this Agreement, the Company may suspend or revoke his agreement. In this event, the employee shall be designated for layoff and he shall be given his seniority rights in accord with the layoff procedure of the Basic Labor Agreement.
- 5.1 **SECTION 5. Effect of Layoff.** In the event an Apprentice is laid off because of production requirements, his agreement shall be suspended for the duration of such layoff, and shall be revoked only upon the termination of seniority of the Apprentice.

Article X: Hours of Work

- 1.1 **SECTION 1.** Apprentices within each craft will be given as near as possible an equal distribution of overtime. The number of Apprentices in any craft working overtime will not exceed the number of Journeymen of that craft working overtime, provided Journeymen are available for such overtime assignment.

Article XI: Tools

- 1.1 **SECTION 1.** Employees in an Apprenticeship Program will receive a one-time \$500.00 tool allowance. The allowance will be returned in the event the employee voluntarily leaves the Program. This allowance must be used to purchase tools from the required tool list.
- 1.2 The Apprentice will be expected to acquire additional required tools as he progresses through the program. If required, the Company will assist the employee to acquire tools, at a discount where possible, which he would be purchasing himself.
- a. A payroll deduction plan will be made available for the purchase of tools by Apprentices. The deductions will be limited to six months in any twelve-month period.

Article XII: Number of Apprentices to be trained

- 1.1 **SECTION 1.** The Company may employ as many Apprentices in any craft as anticipated production requirements and normal replacements require within the capacity of the department or craft division to adequately train and utilize, except the number of apprentices within the appropriate classification shall not exceed the ratio of one Apprentice to six Journeymen, or fraction thereof, who are under 60 years of age and are assigned to the job classification for which the Apprentices are being trained at the time a new Apprentice is added. In addition, for each Journeyman in the job classification who is 60 years of age or older, one Apprentice may be added to the job classification. An Apprentice will not be laid off due to a ratio change. This ratio shall not prohibit the Company from retaining or adding one Apprentice when one but less than six Journeymen are employed in any apprenticeable classification. By special agreement between the Company and the Local Union, the number of Apprentices may be increased beyond this ratio. No regular employee shall be laid off to make room for an Apprentice.
- 1.2 For the purpose of determining the ratio of Apprentice to Journeyman in each job classification, and for this purpose only, Millwright, Job Code No. 09026, and Millwright-Welder, Job Code No. 09031, shall be considered one job classification; Master Maintenance Machinist, Job Code No. 09033 and Machinist Repairman, Job Code No. 09034, shall be considered one job classification; Toolroom Machinist, First Class, Job Code No. 19006 and Toolroom Machinist, First Class, Silver Solderer, Job Code No. 19008; Electrician, Job Code No. 09021 and Electronic Repairman & Electrician, Job Code No. 09058 and Heat Treat Millwright / Welder, Job Code 09073, shall be considered one job classification; and Group Leaders shall not be included in determining the number of Journeymen in any job classification.
- 2.1 **SECTION 2.** If a reduction of the work force becomes necessary, Article V, Section 6 of the Basic Labor Agreement will be applied.

Article XIII: Safety

Safety shall be an important factor during the entire apprenticeship. The Apprentice will receive instruction in good safety practices and is required to observe all safety rules in reference to the trade.

Article XIV: Modifications of Standards

The Standard of Apprenticeship may be amended at any time upon mutual agreement of the Company and the Union and approval of the Bureau of Apprenticeship and Training, providing that no such change shall alter an Apprenticeship Agreement in force at the time of such change without the written consent of the Apprentice. A copy of any such amendments will be furnished to each Apprentice employed by the Company.

Article XV: Adjustment of Differences

Apprentices shall take up individual suggestions, recommendations, and grievances with the Apprentice Coordinator with or without the Apprenticeable Craft Representative, in accord with Article VI of the Basic Labor Agreement.

Article XVI: Definition of Journeyman

- 1.1 **SECTION 1.** The term "Journeyman" when used in this agreement means an employee who is assigned to a Job Classification designated as an "Apprenticeable Craft" classification in Article XVII of the Apprenticeship Standards, and who:
- a. Has satisfactorily completed a recognized Apprenticeship Program under a previous Apprenticeship agreement; or
 - b. Has satisfactorily completed a training course prescribed by the Company for one of the Apprenticeable Craft job classifications; and/or
 - c. Has been assigned to an Apprenticeable Craft job classification and has been deemed "qualified" in that classification. A "qualified" employee is an employee whose skill and experience can be appraised to be equal to that required to obtain a Certificate of Completion of Apprenticeship Training from the Bureau of Apprenticeship and Training, U. S. Department of Labor.
- 2.1 **SECTION 2.** Upon completion of the term of apprenticeship, a bid sheet will be posted for shift preference for a Journeyman in accordance with the Job Filling Procedure of the Basic Labor Agreement (Article V, Section 4.6h); however, if there are no bidders, the new Journeyman will be assigned to the open job.
- 2.2 Upon completion of the term of apprenticeship, a new Journeyman will be permitted to exercise his bump rights in accord with Article V, Section 6, of the Basic Labor Agreement, to bump any employee on any shift in his craft who has been hired since the date the new Journeyman entered this Apprenticeship Program.

- 2.3 For the purpose of this section, a new Machinist Repairman Journeyman will be considered as a Master Maintenance Machinist, a new Electrician Journeyman will be considered as an Electronic Repair and Electrician, a new Millwright Journeyman will be considered as a Millwright Welder, and a new Tool Room Machinist 1st Class Journeyman will be considered as a Tool Room Machinist 1st Class, Silver Solderer.

Article XVII: Conformity with Bargaining Unit

- 1.1 **SECTION 1.** The standards set forth in this Apprenticeship Agreement shall be applicable to the following Apprenticeship Programs:

Program Name	Job Codes
Tool, Die Gagemaker & Repairman	19011 (B) (C)
Master Maintenance Machinist	09033 (B) (C)
Machinist Repairman	09034 (B) (C)
Electrician	09021 (B) (C)
Inspector, Tools & Gages	08050 (B) (C)
Electronic Repairman & Electrician	09058 (B)
Millwright-Welder	09031 (B)
Millwright	09026 (B)
Mechanic – Mobile Equipment	09049 (B)
Tool Room Machinist 1st Class	19006 (B)
Tool Room Machinist, 1st Class Silver Solderer	19008 (B)
Tool Hardener	07006 (B)
Electrician & Electronic Repairman	09057 (C)
Experimental Machinist	19001 (C)
Patternmaker, Metal	19002 (C)
Patternmaker, Wood	19003 (C)
Millwright-Welder	09032 (C)
Millwright	09025 (C)
Mechanic – Mobile Equipment	09035 (C)
Tool Room Machinist 1 st Class	19010 (C)
Sheet Metal Fabricator & Welder	21003 (C)
Carpenter-Finish	09003 (C)
Pipefitter-Plumber	09018 (C)
Hardener Tools	07007 (C)

Article XVIII: Apprenticeable Craft Representative

- 1.1 **SECTION 1.** The Apprenticeable Craft Representative, in addition to the other duties specified in this Agreement, may discuss with the Apprentice Coordinator any problems concerning the administration of the **Apprenticeable Craft or EIT** Program.
- 1.2 The Apprenticeable Crafts Representatives, and the Union President or his designated representative, shall meet with representatives of the Company, at least quarterly each year, to review the Apprenticeship Programs and individual

Apprentice records, to recommend (if necessary) changes in required work experience, technical instruction and/or tool requirements for apprentices in the various programs and to review additions to the **Apprenticeable Crafts and EIT programs**. Such recommendations shall be presented to the Company and the Union as amendatory side agreements, for approval in accord with Article XVIII of the Basic Labor Agreement.

Article XIX: National Recognition of Program and National Certificate of Completion of Apprenticeship

- 1.1 **SECTION 1.** This program and amendments will be voluntarily registered with the Bureau of Apprenticeship, U. S. Department of Labor, for the purpose of securing Certificates of Completion of Apprenticeship for Apprentices who successfully complete their training.
- 2.1 **SECTION 2.** After Apprentices have signed their agreements, the Company will furnish the Registration Agency with the following information (by letter):
 - a. Name of Apprentice and trade.
 - b. Birth date.
 - c. Starting date of apprenticeship.
 - d. Credit for previous experience (if any).
- 2.2 Information on cancellations, suspensions (military service, layoff, or other) of Apprentices' agreements, and request for Certificates of Completion of Apprenticeship will be sent to the Registration Agency.

Article XX: Consultants

Consultants (representatives of the Bureau of Apprenticeship and representatives of Vocation School) should attend meetings upon request of the Company and assist with the problems affecting the agencies they represent. The Craft Representative will be given the opportunity to attend these meetings.

Article XXI: Apprenticeship Programs

- 1.1 **SECTION 1.** The various Apprenticeship Programs authorized by this Agreement are set forth in Appendix A attached hereto.

Editor's Note: Appendix A is not reproduced in this book since each program is of interest to relatively few employees. Program requirements are available for inspection

in the Personnel Department, the Union office, or from the Apprenticable Craft Representative.