

AGREEMENT

Between

REXNORD INDUSTRIES, LLC

Bearing Division

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 4, 2010

AGREEMENT

THIS AGREEMENT, made and entered into this **4th** day of October, **2010**, between REXNORD INDUSTRIES, LLC, BEARING DIVISION, Indianapolis (hereinafter 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, **on** 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 **associates** and shop clerical **associates**, excluding salaried, office clerical, salaried supervisory **associates**, cafeteria **associates**, and guards.

Article I: Purpose.

- 1.1 **SECTION 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 **associates** 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 **SECTION 1.** This Agreement shall apply to the above described **associates** of the Bearing Division, located in Indianapolis, Indiana or its vicinity, and to such **associates** of any new facilities of the Company operated in Indianapolis or its vicinity.
- 1.2 **This Agreement incorporates the full and complete understanding of, and is the sole agreement between, the parties covering all terms and conditions of employment of associates for which the parties desire to negotiate for the term of this Agreement. Any prior policy, past practice, written or oral agreement that is in conflict with this Agreement is superseded by the terms of this Agreement, except as provided in Article II, Paragraph 1.3. Neither party shall be obligated during the terms of this Agreement to bargain collectively with respect to any subject matter not specifically referred to and covered in this Agreement, except as provided in Article II, Paragraph 1.3.**

- 1.3** Should there be any policy, practice, understanding or agreement in effect which provide benefits in excess of, or in addition to, but not in conflict with the terms of this Agreement, they shall remain in effect for the term of this Agreement, except as they are modified by mutual agreement of the parties.
- 1.4** Any new policy, practice, understanding or agreement that the parties endeavor to establish which changes or modifies any provision of this Agreement shall be effective only if so designated, approved in writing, and signed by the International Representative of the Union or his designee and the Company's Human Resources Manager or designee.
- 1.5** The parties conducted an extensive search with the purpose of locating and sharing all letters of understanding, policies or past practices. If however, either party discovers any additional letter of understanding, policy or past practice it believes is in effect, it shall promptly share this discovery with the other party. If the parties cannot mutually agree concerning the effectiveness of the letter of understanding, policy or past practice, either party may file a grievance, under the Expedited Arbitration Procedure of Article VI, (f), concerning the matter(s) for the next twenty-four (24) months.
- 1.6** The general policy of the Company is to utilize its own **associates** 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.
- 1.7** 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 **associates** and shop clerical **associates**, excluding salaried, office clerical, salaried supervisory **associates**, cafeteria **associates**, 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 **associates** 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 **associate** because of membership in the Union. The Union agrees that neither it nor any of its officers or members will intimidate or coerce **associates** into membership in the Union.
- 3.1 **SECTION 3.** It shall be a condition of employment that all **associates** 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 **associates** 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 associate 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 **associate** 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 **associate**. 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.

- 4.1 **SECTION 4.** Any **associate** 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 **Human Resources Department** 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 **associate**, 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 **associates** 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 **associates** 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 **associates** thereof are members of the Union, and since the terms of this Agreement are applicable to all **associates**, 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 **Associates** 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 **associate** 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 **associates**.
- 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 **associate** 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 **associate's** wages for Union initiation fee, 31 days after his or her employment. An **associate** who is re-hired will be considered as a new **associate** only if he has not previously paid the proper initiation fee. An **associate** 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, **disability** 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 **associates** 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 **associate** 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 **associates**, 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 **associates** affected shall have the right to question the reasonable necessity of the change through the established grievance procedure.
- 2.5 An **associate** is expected to work all scheduled hours; however, the **associate** will be excused from overtime on a weekend (Saturday and/or Sunday) provided:
- a. The **associate** has worked all scheduled hours in the current work week, Monday through Friday; and
 - b. The **associate** requests excuse from the weekend overtime prior to the posting of the weekly overtime schedule; and
 - c. The **associate** 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 **associates** shall be made by 3:00 a.m. of their Thursday work shift.

If the schedule is changed after 12:00 noon Friday, prior to the weekend, all **associates** affected by the schedule change shall be eligible for the next weekend off upon complying with (a) and (b) of this section. If the **associate** 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. **Associates** 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.
- i. **The Company and Union agree to meet and discuss a possible plant-wide production overtime policy to determine if they can mutually agree on such a policy.**

Notwithstanding the above **associate** rights, the Company may refuse requests for weekend overtime exemption if only 50% or less of the work force in the **associate'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 **associates**, such **associate(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 XIX and need not be honored.

- 2.6 An **associate** 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 **associate** who calls in on Friday and does not report for overtime for which he is scheduled on Saturday will be charged with an absence. **Associates** 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 **associate** on Saturday to confirm that they will work the scheduled hours on Sunday, unless the entire department is scheduled.

An associate 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 associate makes contact, the Company will be obligated to make one attempt to directly contact the associate using the phone number on record. It is the associate'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 associate to work overtime outside his own classification on Saturday and/or Sunday. **However, in the event the opportunity to work available hours on Saturday and/or Sunday has been provided to all associates in a department and when required due to business conditions, the Company may temporarily transfer an associate**

already working on Saturday and/or Sunday to work overtime outside his own classification. In this instance, the Company will first notify a Union representative and in no case will the associate be required to work more than three hours in a different classification in any one shift.

- 2.8 The Company agrees that it will not require an **associate** to work the weekend prior to or immediately following a full week(s) vacation, including holidays. The Company has no obligation to offer an **associate** overtime during this period, but an **associate** 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 **associate** 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 **associate'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 **associate's** regular third shift starting time shall not be considered holiday work.

Article V: Seniority.

- 1.1 **SECTION 1. The term “associate” means any person who is in the bargaining unit, described in Article III of this Agreement whose seniority has not been broken or terminated for any reason set forth in this Agreement.** Seniority is an **associate's** accumulated length of service with the Company **within the Bargaining Unit** in years, months and days. A seniority date shall be established for each **associate** reflecting such accumulated length of service. Seniority shall be by departments.
- 1.2 In cases where **associates** have like seniority dates, the **associate** having the higher last four digits of his social security number will be considered more senior. Otherwise, the **associate** 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 **VIII** (Leaves of Absence). Seniority shall accumulate for **associates** who are absent due to disciplinary suspension, **except for discipline for proven violations of Article XIX.**

- 1.4 Any loss of seniority shall result in an adjustment of the **associate's** seniority date to reflect the time lost, and such adjustment shall occur when:
 - a. The **associate's** status changes from leave to layoff; or
 - b. The **associate** retires, if eligible to do so in accord with the provisions of the Pension Agreement; or
 - c. The **associate** physically returns to work on a permanent job.
- 1.5 The Company shall furnish the Union with a seniority list showing all Bargaining Unit **associates**, 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 **associate** 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.
- 3.1 **SECTION 3. Probationary Associates.** All new **associates** of the Company shall be considered probationary **associates** 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 **associates** if they are released during the probationary period. However, should such released probationary **associates** be rehired before the period of separation exceeds the number of days of previous service, the **associate** shall be credited with the number of days of previous service in computing his probationary period.
- 3.3 Upon completing his probationary period, an **associate** 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 **associate** 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 **associate**, including an **associate** 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 **associate** has passed his probationary period, but before he has established departmental seniority, the **associate** will be placed on the Master Layoff List only after 90 calendar days with the Company, and shall have rights to displace probationary **associates** in accord with Section 5.3. of this Article V.
- 3.7 This Agreement shall apply to probationary **associates**, including the right to file and process grievances, except that the Company shall have the right to terminate an **associate** 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, **filled by existing associates** 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 **associate** 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 **associate** on a recognized Leave of Absence which retains employment rights, as specified in Article **VIII**, shall be deemed temporary jobs, and if filled, shall be filled as such. Job openings resulting from the transfer of an **associate** 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 **associate** returns.
- 4.3 Job openings created by the absence of a regular **associate** 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 **associate** 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 **for seven working days or less may be designated as temporary jobs. No such job shall remain as temporary for more than 45 days.** No such job opening shall remain "temporary" for more than seven working days in a **45** calendar day period **when there are qualified associates on layoff from that department or more than 90 days when there are no qualified associates on layoff from that department.** Associates will

not be scheduled less than 40 hours per week as a direct result of other **associates** being temporarily assigned to their classification to cover a temporary **job opening**. Assignments to other available work or the opportunity to work overtime may be considered an equitable alternative.

- 4.6 a. **The Company and Union previously agreed to meet with a goal of determining a written list of Core Qualifications. These Core Qualifications will be determined by mutual agreement of the parties and maintained by the Company in a written list.**

Core Qualifications are those skills, abilities and experiences that are equal to the same skills, abilities and experience currently used to appraise an associate to be within two (2) labor grades of top rate. The associates' skills, abilities and experience will be utilized by the Company to determine the associates' specific labor grade pay scale. Except for trainees, this determination will be within two (2) labor grades of the top rate of pay for the position awarded.

- b. The Company, in line with efficient plant operations, will fill **all** permanent vacancies or new job openings in a department according to **the following:**

1. **The current core qualifications of the associate to perform the tasks or work that needs to be accomplished; and**
2. **The seniority of the associate(s);**
3. **When more than one (1) associate possesses relatively equal current Core Qualifications to perform the tasks or work that needs to be accomplished, then the most senior associate(s) shall be offered the job.**

- c. 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.

- d. **One bid sheet will be posted for both trainee and qualified associates which will include department and plant wide posting requirements.** A job bid sheet listing the job classification **and Core Qualifications**, shift, EWS job description, and the top rate of pay will be posted on the department bulletin board **and the plant wide board at the associate entrance** for a **48**-hour period. Bid sheets will be posted no later than Thursday of each week. **Associates** desiring consideration for the job **shall sign and complete** the job bid sheet indicating their desire to be considered for either qualified, trainee or both. In awarding the job, **associates of the department** who have signed the job bid sheet or a pre-bid notification and **associates** on layoff from the department will be considered first. **Associates on the Master Layoff List will be considered next. Only fully completed written job bid sheets will be eligible for consideration.**

- e. If the opening is a Class I job, it will be awarded to the senior **associate** in accordance with Article V, Section **4.6** 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 **associate'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 **associate's** fitness.

- f. 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 **associates** in the department who have signed the job bid sheet or a pre-bid notification (indicating an interest in a trainee position) and to **associates** on layoff from the department in seniority order. If the job is not filled; then
 2. The **Company** may hire a new **associate**.

 - b. 1. If the job opening is in labor grade 12 or above, but not an apprenticeable craft classification, the **Company** 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 **Company** 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.1), then the provisions of section (a.2) will be used until the job is filled.
3. The **Company** shall again request a trainee following steps (a.1) and (a.2) 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 **associates**, or fraction thereof.

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

4. The **Company may** hire a new **associate**.
- 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 **associate-in-training** ("**AIT**"). 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 **AIT**., and there are **AIT**'s on layoff from the **AIT** program, the supervisor will enter on the bid sheet the names of any laid-off **AIT**'s from the craft, regardless of their current status or departmental seniority. The job opening will be offered to all **associates** 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 **AIT**'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 AIT completes the AIT program, a job bid sheet for a journeyman will be issued, which he will be eligible to sign, so that all **associates** within that classification may be able to express their shift preference.

- d. Nothing shall prevent the Company from hiring new **associates** 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.
- g. **Associates** 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. **All written pre-bid notifications shall be limited to five jobs which are listed in order of associates' preference.** An **associate** 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 **twelve** months from date of filing with the supervisor.
- h. An **associate** awarded a job, **including awards made through the transfer procedure, must remain in the job for 120 days.**

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

- i. A job award **to an existing associate** 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 **a job** award will be posted for 24 hours on the same bulletin board used for the posting.
- j. The successful bidder will be advised in writing of his appraised EWS position in advance of his placement on the job.
- k. 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:

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

Application:

1. When a job becomes open, the eligible **associates** may exercise alignment rights within their own job classification. To be eligible for alignment an **associate** must currently **possess the Core Qualifications to perform the tasks or work needed to be accomplished (“Eligible Associates”)**.
 2. The open position in the classification will be filled based on seniority by Eligible **Associates**. Any subsequent jobs that become open in this process will be filled in the same manner.
 3. The realignment practice does not allow an **associate** to bump a currently filled position within the aligning classification.
 4. Open jobs after alignment will be bid and filled in accordance with normal job filling procedures.
 5. Alignment does not apply to craft classification, operate only jobs, nor indirect job classifications unless mutually agreed.
 6. Once alignment occurs, and the Company determines that the senior Eligible **Associate** is unable to perform the assignment they aligned to, then the Company will allow the **associate** a reasonable amount of time to train. If the **associate** is unable to perform the assignment once training is provided, then the **associate** 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, the following procedures and definitions will apply: If the appraised EWS position is less than top pay in the job, the **associate** 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 **associate** must take the job.

- a. 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.
- b. 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 **associates** 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 **associates** will be moved to their bid shift when they reach the second pay level below the top wage on their training schedule.

- c. When an apprentice is requested for a job opening in an apprenticeable craft, the senior bidder will be selected from among those **associates** who meet the requirements for apprenticeship as set forth in the Apprenticeship Program for that craft. When an **associate-in-training ("AIT")** is requested for a job opening in an apprenticeable craft, the senior bidder will be selected from among those **associates** who meet the requirements for selection under the **AIT** Program for that craft.

4.8 If, for physical reasons, an **associate** is unable to perform the work required by his job classification, **the Company will evaluate the restrictions provided by his physician to determine whether an accommodation is possible pursuant to the Company's duties under the ADA.** The Company and the Union will attempt to select and set aside jobs to be used for short-term assignments of **associates** recuperating from incapacitating illnesses.

4.9 In the event an **associate** 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 **associate** will be given the option to exercise seniority bump rights to displace the least senior **associate** 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 **associates** within their departments, the Supervisor shall promptly notify the

Night and Day Stewards of all open jobs and any transfer or temporary moving of **associates**.

- 4.11 Following the effective date of an award of a job bid or acceptance of a transfer request, before an **associate** is released, the Company may train an **associate**, if necessary, to replace the **associate** 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 **associate** shall be released to their new job award. In the event the **associate** 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 **associate** passes 60 calendar days in the new job or acquires seniority in the new department, the accrued monies will be paid the **associate**. If the **associate** 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 **associate** has requested assignment. In case of any dispute or question concerning the test results of an **associate** 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 **associates** to whom the tests will be given before administering the test to such **associates**. 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 **associate** awarded a job through the transfer procedure will not be eligible to submit a transfer request until **120** calendar days have elapsed from the date of the job award. Any additional transfer requests an **associate** 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.
- 5.2 In the event one department is laying off **associates** and another department is hiring permanent **associates**, the laid-off **associates** will be given the opportunity, based on seniority, for employment in the department which is hiring, in accord with the provisions of Section 4.6.
- 5.3 When **associates** with seniority are to be laid off, they shall have the opportunity of displacing a temporary or probationary **associate** in their same job classification in another department, of accepting an open job in another department, or of displacing any probationary or temporary **associate** working in another department, or of displacing any **associate** previously laid off from his department who has not established departmental seniority in another department where the layoff occurs in accord with the provision of Section 4.6.
- 5.4 a. When an **associate** is transferred to another department, the **associate** 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 **associate** 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 **associate** 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 **associate** may not return self to layoff status. Such **associates** shall continue to be eligible for new job openings or shift change opportunities for the first 60 calendar days on the new job. The **associate** will be limited to two job awards during the first 60 day period. An **associate** that changes job classifications within a department will not gain departmental seniority in that new department until 60 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 60 day period. The Company shall have the right to return the **associate** 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 **associate** 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 **associate** 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 **associate** 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 30 days, he shall have the same rights as an **associate** 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 **associate** 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 **associate** 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 **associate** 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 **associate** vacated by transferring. If the **associate** 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 **associate** will not be temporarily transferred to another department where there are active **associates** of that department available to do the work. If an **associate(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 **associate(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 **associates** 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 **associate(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 **associate** 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 **associate(s)** shall have the right to exercise his (their) seniority rights in accord with Section 6 of this Article V and another qualified **associate** 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 When portions of the duties of a job classification are moved permanently to another department, the relative rights of **associates** 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 **associates**.
- 5.10 In the event a department is divided into two or more departments, the department which has the largest number of **associates** shall be designated the "surviving department", and **associates** 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 **associates** in the affected jobs in the department shall be laid off first, and then **associates** 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 **associate** 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 **associates** affected and the appropriate Union officers not less than the **tenth** working day prior to any layoff of **associates** who have passed their probationary period.
- 6.4 The Tentative Layoff List shall contain the names of the **associates** designated for layoff. Such tentative list shall serve as notice to junior **associates** of the

- possibility of layoff. A Final Layoff List will be prepared listing the **associate(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, **and** 6.10 do not apply to Apprenticeable Craft job classifications.
- 6.6 In selecting the associates to be designated for layoff, under Section 6.3, all trainees will be laid off from that job classification before qualified associates are laid off from that job classification. **The least senior trainee in a job classification will be laid off. Trainees who develop the Core Qualifications to be within two labor grades of the top rate will be considered qualified.** Among qualified associates, least senior associates will be laid off first. Except as specified above, the least senior associates will be designated for layoff.
- 6.7 An **associate** designated for layoff may exercise his seniority bump rights to displace the least senior **associate** in his own job classification on any shift provided he is qualified; or, if qualified, he may displace the least senior **associate** in any other job classification on any shift within the department and within the provisions of this Section. After an **associate** has exercised his bump rights within his department, such **associate** may exercise his right to bump an **associate** with less seniority in any other classification on any shift throughout the Plant, if qualified. **There is no limitation on bumping within a department.** The **associate** bumped may exercise his right to bump an **associate** 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 **associates** of each shift of each job classification affected by bumping will be permitted to rearrange position assignments on any shift, giving the **associate** bumping into the classification the right to choose a position occupied by any less senior **associate**. The **associate** 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 **associates** who have less seniority than the most senior **associate** 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. **Associates shall not be required to submit their list of six jobs until their scheduled shift after the Tentative Layoff List is posted.** During the bumping process, such lists will be used to assign the **associate** to a job classification and shift. In the event an **associate** 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 **associate** 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 **associate** to the job classification and shift deemed most desirable for the **associate** and the bumping process will continue. If, upon his return, the **associate** 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 **associate** may bump into another job classification **pursuant to the conditions of paragraph 4.6 of this Article.**
- 6.11 Sections 6.12, 6.13, 6.14 and 6.15 apply only to Apprenticeable Craft job classifications.
- 6.12 a. In selecting the **associates** of Apprenticeable Craft classifications to be designated for layoff under Section 6.3, apprentices and **associates-in-training** ("AIT's") will be laid off from the craft classification before qualified **associates** are laid off, except that a qualified **associate** will not have preference over an apprentice, or an AIT with at least one year in the AIT program, who is senior to him until he has four years of seniority. Among apprentices, the **associate** who has the lowest appraisal level on the EWS Apprenticeable Craft Schedule will be laid off first. Among AIT **associates**, **associates** will be laid off by seniority, by classification, except that AIT **associates** with less than one year in the AIT Program will be laid off first before AIT **associates** with more than one year in the AIT Program. A "Qualified **Associate**" is an **associate** 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 AIT.
- 6.13 **Associates** 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, or Sections 6.14 and 6.15 below.
- 6.14 An **associate** 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 **associate**-in-training in that craft; and
- b. If there are no apprentices or **associates**-in-training in the craft, he has more seniority than the least senior qualified **associate**; 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 6.12 will be followed in determining the **associate** to be displaced.

- 6.15 In determining the appraised level on the EWS Apprenticeable Craft Schedule of **associates** affected by Sections 6.12, and 6.13, 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 **associates** are appraised at the same level, the least senior **associate** will be laid off.
- 6.16 In case of layoffs due to breakdowns, material shortages, cancellation of orders, or other emergencies, as much notice will be given to the **associates** affected and the Union as is practically possible; and, if such condition exists for more than five consecutive working days, the **associates** affected may exercise their seniority rights under this Section.
- 6.17 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 **associate** 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 **associate** to whatever work is available in the department, and the **associate** will accept such work at the rate of pay as specified in Article XIV, Section 9.1. The **associate** so assigned will return to his regular classification at the start of the next shift providing a less senior **associate** remains in the classification. The affected **associate** 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 **associate(s)** so assigned will replace the least senior **associate** 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 **associate** 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 **associate** must exercise his seniority bump rights.

6.18 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, **associates** 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 **October 4, 2010**, all qualified Craft **associates** shall be afforded a **\$300.00** reimbursement allowance per contract year for the purchase of job-related tools. The **\$300.00** allowance extends to reimbursement of purchases of tools by craft **associates** 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 **associate** has the combined responsibility of directing the work of a group of **associates** 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 **associate** 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 **associates** for experimental or development work either in their own department or in a location other than their own department. Where possible, such **associate** will be selected by seniority, and the **associate** 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 **associate**.
- 11.1 **SECTION 11.** Non-Bargaining Unit **associates** of the Company shall not perform Bargaining Unit work, except for the training or instructing of **associates** 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 **associates** 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 **associate** voluntarily leaves the Company's employment; or when
 - b. An **associate** is discharged for just cause; or when
 - c. An **associate** is absent from work for a period of four consecutive working days without notifying the **Human Resources** 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 **associate** physically unable to give the required notice. The company intends to continue to make such judgments on a case-by-case basis.

- d. **An associate on a Company approved leave of absence fails to provide the necessary documentation within a reasonable period of time upon return to work.**
- e. An **associate** who is laid off;
 1. Fails to keep a current **telephone number, if available and** 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 **Human Resources** Department 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 **associate** 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 **associate** 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 **associate** 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 **associate** will be considered not to have terminated his employment relationship with the Company. Such **associate** 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 **associate** 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 **associate** had first become eligible for benefits on that date; or when

- f. An **associate** 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. Associates** 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 **associates** 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 **associates** 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 **SECTION 14.** The parties agree to establish an **Associate** in Training Program effective October 1, 1991. 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 AIT openings may be bid are Tool, Die and Gage Maker, Machinist Repairman, Electrician, Millwright and Tool Room Machinist.
 - c. The filling of AIT openings will be as follows: A list of all **associates** with department seniority as of September 30, 1995 for departments 108 and 124 will be established and maintained. This will be the "Initial AIT Eligibility List".
 - d. **Associates** who are hired into or transfer into departments 108 or 124 on or after October 1, 1991 will not be added to the List. **Associates** will be

removed from the List when they no longer have seniority rights in departments 108 or 124.

- e. All AIT openings will be bid in the department and open to those on the List as long as:
 - 1. There continue to be **associates** on the List, or
 - 2. Until a specific AIT classification is bid in the department and there are no bidders.
- f. Once there are no **associates** remaining on the “Initial AIT Eligibility List,” all AIT openings will be bid on a plant-wide basis.
- g. Once a specific AIT classification is bid in the department and there are no bidders from the list, all future openings in that particular AIT classification will be bid plant-wide.
 - 1. Example: On November 1, 1991, the Company has a need for one Millwright AIT and one Tool Room Machinist AIT. The MWW opening will be bid in department 124 and the Tool Room Machinist will be bid in department 108.
 - 2. There is one bidder for the new 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).
 - 3. 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 AIT Tool Room Machinist classification will be bid plant-wide.
- h. The senior bidder for an AIT opening must pass the AIT test in order to be awarded the job.
- i. When an **associate** is award an AIT opening he will be transferred at the appraised rate of labor grade 9. However, the **associate** 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 AIT training schedule.

- j. Once awarded an AIT opening the **associate** will be considered probationary for a period of 12 months. During this probationary period, the **associate** may disqualify himself from the Program or the Company may disqualify the **associate** from the Program.
 - 1. The disqualified **associate** will have return rights to their original department in accordance with Article V, Section 5.4, 5.5 and 5.6.
 - 2. The disqualified **associate**, who bids from within the department, will not have return rights to their original job, but will have departmental bump rights.
- k. **Associates** in the AIT Program will receive a one time \$500.00 tool allowance. The allowance is returned in the event the **associate** 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 AIT schedule, AIT 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 AIT, and the next one a journeyman, etc.).
- m. There will be a maximum ratio of 20% (one AIT per four journeymen).
- n. There will be no minimum ratio of AIT's to journeymen.
- o. AIT **associates** will be required to attend classroom courses related to their craft. They may be required to attend up to 80 hours of related technical instruction per year up to a maximum of 576 hours of such instruction. **Associates** 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 AIT may be required to attend for which he is paid.
- q. In the event of a layoff, AIT **associates** will be laid off by seniority, by classification. AIT **associates** with less than one year in the Program will be laid off first before AIT **associates** with more than one year in the Program. Qualified **associates** with less than four years of seniority will be laid off before a more senior AIT **associate** with more than one year in the program.
- r. In determining whether an **associate-in-training** (AIT) 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 1.2 (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 associate 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 **according to** Article VI, Section 4.2. An aggrieved **associate** 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 **associate** is expanded as a result of such meeting, the **associate** will be compensated at the applicable rate for such period of time.

- 1.2 The following procedure will be followed:
- a. **STEP 1:** Any **associate** who has a grievance shall discuss the grievance with his Supervisor, with or without a Union representative being present, as elected by the **associate**, in an attempt to settle the same; provided that the Union representative 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. **All settlements of grievances at Step 1 shall be on a non-precedent basis.**
 - b. **STEP 2:** If the grievance is not satisfactorily settled in Step 1, it may be submitted by the Chief Steward **or his designee** 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 **associate**, not more than three Union Representatives, **Manager** and/or the Supervisor. No grievance will be discussed in a meeting unless it has been submitted **in writing** to the Labor Relations Representative at least five working days in advance of such meeting unless the two parties agree **to the contrary**. The Labor Relations Representative **or his designee** will give his **written** answer to the Chief Steward **or his designee** and the Chairman of the Grievance Committee not later than five working days after the meeting in which the **written** 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 **associate** or **associates** 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 **associate**, 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 **Human Resource Manager** not later than **ten** working days following receipt by the Chief Steward and Chairman of the Grievance Committee of the answer of the Labor Relations Representative, **unless extended by mutual agreement**. **The Human Resource Manager or his designee will provide a copy of the grievance, containing a grievance number and a date stamp to the Chairman of the Grievance Committee upon receipt.**

The **Human Resource Manager** 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 **Human Resource Manager** 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. **The adjustment, settlement or appeal to arbitration of any grievance advanced to step three (3) shall be the responsibility of the International Representative or his designee.**

- 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 **Human Resource Manager**.

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 **unless the parties mutually agree to the contrary**. The parties **or their designees** 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 **unless the parties mutually agree to the contrary**.

- e. 1. **Each party shall be entitled to strike one entire panel and request a new panel from the FMCS. Then** 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 **associates** 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 **associates** 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.

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 **associates** 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 **associates** 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 **associate** 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 **five** workdays 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 **change** 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 **associate** 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, **another member of Management**.
- 4.4 **If legally allowed**, records of bargaining unit **associates** will be made available to the Union **upon request**.

Article VII: Union Representatives.

- 1.1 **SECTION 1.** For the purpose of facilitating the procedures of administering this Agreement, the Union agrees to file at the office of the **Human Resources** Manager a list of all **associates** 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.

- 1.2 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 **associates** on that shift.
- 1.3 The Grievance Committee shall consist of not more than five **associates**, in addition to the Local Unit President who shall serve as Grievance Committee Chairman, designated by the Union.
- 1.4 The Job Evaluation Committee shall consist of not more than two representatives designated by the Union.
- 1.5 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.
- 1.6 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.
- 1.7 The Equal Employment Opportunity Committee shall be composed of one representative designated by the Union.
- 1.8 The Apprenticeable Craft will have one representative designated by the Union.
- 1.9 An **associate** assistance program Union committee representative, designated by the Union, will be recognized and compensated according to Article VI, Section 4, Paragraph 4.2.

Article VIII: 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 **Human Resources** on behalf of the **associate**.
- 2.1 **SECTION 2. Personal Leave of Absence.** **Associates** 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. **Associates** 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 **associate** 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 **associate** is medically certified as unable to work.

2.3 An **associate** 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. **Associates** 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 **associate** 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.** **Associates** 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. **Associates** 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. **Associates** 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 **associate** with the least seniority only. **Associates** substituting for **associates** 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), Sections 2 and 4.

4.1 **SECTION 4. Occupational Illness and Injury Leaves of Absence.** **Associates** shall be granted Leaves of Absence for occupational illness or injury for the period of their disability. Where the **associate** 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 **Associates** on Occupational Illness or Injury Leaves of Absence shall retain the same employment rights as **associates** 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. A leave of absence for service in the United States Armed Forces and the reemployment of associates who return from military service shall be determined on the basis of the Uniformed Services Employment and Reemployment Act of 1994 or its successor and the Indiana Military Family Leave Act or its successor.**
- 6.1 **SECTION 6. Educational Leaves of Absence. Associates** will be granted Educational Leaves of Absence under the following conditions:
- a. The **associate** 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 **associate** 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. **Associates** who are granted Educational Leaves of Absence will be expected to return to active employment during the summer months. Such **associates** need not be permitted to return to work during short term breaks of less than 30 days during the school year.
 - e. **Associates** 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. **Associates** who are granted Educational Leaves of Absence shall be eligible for Holiday Pay under the same conditions as an **associate** who is on Leave of Absence for Illness or Injury.
 - g. **Associates** who are granted Educational Leaves of Absence shall be eligible for Vacation Pay based upon their accumulated seniority. Such **associates** will be paid such vacation pay during their Leave of Absence rather than during the summer months.

- h. **Associates** 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 **associate(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 Leaves 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. **Associates** 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. Union Leaves of Absence.** Where Union members are employed on a full-time basis, either by the Local Union, District, or **International Union**, they will be granted a Leave of Absence by the Company. At the end of such Leave, **associates** may return to work or may retire, if otherwise eligible, under the Deferred Vested Pension provision of Exhibit A.

- 7.2 **Associates** 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 5 **as though they had been on layoff status**. If the **associate** 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 (4) **associates** shall be on Leave of Absence under this section at one time.
- 8.1 **SECTION 8. 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 associates in the bargaining unit. Associates may file grievances concerning FMLA and state leave law disputes.
- a. The leave year for FMLA purposes shall be a rolling twelve (12) month period.
 - b. Associates on FMLA leave due to a serious health condition of the associate will not be required to utilize vacation for unpaid FMLA qualifying leave. Associates 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.
 - c. The first six (6) weeks of an associate's paid sick leave or workers' compensation leave shall be charged toward an associate's twelve (12) week FMLA entitlement provided such leave qualifies under the Act. The associate 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.
 - d. The company agrees that non-contributory life insurance and AD&D shall be continued during FMLA leave at no additional expense to the associates.
 - e. Associates 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 associate is physically incapable of performing the duties of the original position.
 - f. Any time spent on FMLA leaves shall be considered as time worked for the purpose of determining seniority.
 - g. The Company's leave of absence policy will remain in place and be followed unless inconsistent with the FMLA or its regulations.

- 9.1 **SECTION 9. 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.
- 10.1 **SECTION 10. 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 Leaves 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 Union Leaves of Absence, at the end of such Leaves.

Article IX: Safety and Health.

- 1.1 **SECTION 1.** The Company will make fair and reasonable provision for the safety and health of its **associates** at the Plant or to and from work while on company property during the hours of their employment. Any **associate** 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 **associates'** treatment of occupational illness or injuries result in the **associate** 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 **associate** 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 \$70.00 for the initial purchase and **\$70.00** 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 **associates** 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 **associate** 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 **associate** 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 associate is performing work that is hazardous or inherently dangerous, it is the Company's intent that the associate 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 associates to work directly above operating equipment where such work would jeopardize associates operating said equipment, or where the nature of the equipment poses a hazard to the associate above. We will barricade an aisle way or otherwise protect an associate 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. **Company will make safety glasses available.**
- 1.6 Every effort will be made to give adequate safety instruction to **associates** 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 **associates** agree to do their full share toward the same end.
- 1.8 **Associates** utilizing lunch areas will do so in such a manner that keeps **the areas** clean and sanitary.

Article X: Special Pay Policies.

- 1.1 **SECTION 1. Jury Duty Pay.** An **associate** 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 **associate** will present proof of jury service and of the amount of pay received therefore.

- 1.2 An **associate** 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 **associate** will be paid in accord with Section 1 above, but need not return to work.
- 1.3 **Associates** missing work due to being subpoenaed as a witness shall not be charged attendance points. The **associate** shall be required to present proof of such days served due to the subpoena.
- 2.1 **SECTION 2. Bereavement Pay.** An **associate** who has a death in his immediate family will be paid **up to** three working days' pay of eight hours **if such leave is actually taken.**
 - a. "Immediate family" shall include only the **associate's** mother, stepmother, father, stepfather, spouse, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren. **Associates** 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. **Associates** shall furnish proof of death and relationship.
- 2.2 **Associates** will not be paid for a death which occurs during a leave of absence.
- 3.1 **SECTION 3. Pallbearer and Blood Donor.** An **associate** who serves as a pallbearer or who donates blood for an active or retired **associate will be allowed time off without pay as is required to perform such service.**
- 4.1 **SECTION 4. Company Paid Union Time.** The company agrees to pay Union Time as follows:
 - a. 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.
 - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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 XI: Management Rights.

- 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 **associates**; to hire; to promote; to demote, to discipline, to suspend; to discharge for proper cause; to relieve **associates** 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. 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 **XI**, Section 1.2 of the **A**greement, 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 **associate** 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 new 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 associates 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 **Associate** Assistance Program Committees, which consist of Union and Management representatives. Authorization for payments from this fund must be supported in writing by the associate's 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 associates 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 **associate** 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 **associate** 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 **associate**, 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 **associate**. Records of discipline shall be removed from an **associate'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 XII: Holidays.

- 1.1 **SECTION 1.** Eight hours pay shall be granted to each eligible **associate** 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 **Tuesday, July 5, 2011, Thursday, July 5, 2012, and Friday, July 5, 2013.**
- 2.1 **SECTION 2.** To be eligible for holiday pay:
 - a. The **associate** must have passed his probationary period; and
 - b. The **associate** 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. **Associates** 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 **associate's** holiday pay.
- 2.2 **Associates** 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 **associate'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 **associate** 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 **associate** 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 **associate** returned to work not later than 60 days following the holiday.
- 2.6 When an eligible **associate** 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 **associates** 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 **associates** 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 **associates'** 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 **associates'** 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 **associates**, including whatever overtime is necessary.

Article XIII: Vacations.

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

Laid off **associates** 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 **associate** prior to

completing 30 work days, the **associate** 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. Associates** 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.

a. The existing vacations scheduling will be honored for the **2010** vacation year. This includes the carry over for January and February. Effective with the **2011** 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.

b. **Associates** may elect to take their vacation in non-continuous one-day increments that shall be scheduled with and **may** be approved by departmental supervision **prior to the start of the scheduled shift**. When one-day vacations are requested the associate will submit a vacation request form to their supervisor, and if granted, the supervisor will sign the request form confirming approval.

c. Vacation days not taken or scheduled by November 1st, will be scheduled for the **associate** at the Company’s discretion. Vacations, as far as possible, shall be granted at times most desired by **associates**, but the final right to allot vacation periods is exclusively reserved by the Company in order to ensure the efficient operation of the Plant.

d. The Company will allow **associates** to schedule one-day vacation on weekends, subject to the normal rules of vacation scheduling and pay.

2.2 **Associates** are normally expected to take all regular vacation time off. However, upon consent of the Company, the **associate** may take pay-in-lieu of vacation for weeks in excess of two weeks. Such buy-outs will not be made while **associates** 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 **associates** entitled to one week of vacation, 4% to **associates** entitled to two weeks, 6% to **associates** entitled to three weeks, and 8% to **associates** 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.** **Associates** 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. **Associates** 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 **associates** 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 **associate** who is recalled on or after November 1st of any year.
- 4.2 **Associates** 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 **Associates** 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 **2011**, 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 XIV: Wages.

- 1.1 **SECTION 1.** All **associates** 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 **associate** will thereafter advance as specified in the appropriate schedule. If the **associate** is not advanced during or at the expiration of the next interval in the schedule, the **associate** will be similarly notified in writing with a copy to his Steward. This delay shall also be subject to grievance. An **associate** hired with previous experience will be placed on the progressive wage schedule at a point commensurate with his experience.

- 2.1 **SECTION 2.** All **associates** 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 **associates** 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.
- 2.3 All **associates** 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**

Labor Grade	Current Rate	New Rate as of 10/4/10
D1	\$16.47	16.63
D2	\$16.67	16.84
D3	\$16.88	17.05
D4	\$17.07	17.24
D5	\$17.29	17.46
D6	\$17.48	17.65
D7	\$17.70	17.88
D8	\$17.90	18.08
D9	\$18.11	18.29
D10	\$18.31	18.49
D11	\$18.52	18.71
D12	\$19.08	19.27
D13	\$19.34	19.53
D14	\$19.63	19.83
D15	\$19.92	20.12
D16	\$20.19	20.39
D17	\$20.49	20.69
D18	\$20.78	20.99
D19	\$21.03	21.24
D20	\$21.33	21.54
D21	\$21.63	21.85
D22	\$21.89	22.11

**Bearing Division
Skilled Daywork**

Labor Grade	Current Rate	New Rate as of 10/4/10
S12	\$19.54	19.74
S13	\$19.82	20.02
S14	\$20.10	20.30
S15	\$20.39	20.59
S16	\$20.66	20.87
S17	\$20.95	21.16
S18	\$21.24	21.45
S19	\$21.51	21.73
S20	\$21.81	22.03
S21	\$22.09	22.31
S22	\$22.35	22.57

**Bearing Division
Apprenticeable Craft**

Labor Grade	Current Rate	New Rate as of 10/4/10
C14	22.73	22.96
C15	23.07	23.30
C16	23.41	23.64
C17	25.17	25.42
C18	25.53	25.79
C19	25.88	26.14
C20	26.23	26.49
C21	26.59	26.86
C22	26.96	27.23

**Bearing Division
Measured Daywork**

Labor Grade	Current Rate	New Rate as of 10/4/10
M1	\$19.11	19.30
M2	\$19.32	19.51
M3	\$19.54	19.74
M4	\$19.75	19.95
M5	\$19.97	20.17
M6	\$20.18	20.38
M7	\$20.40	20.60
M8	\$20.61	20.82
M9	\$20.84	21.05
M10	\$21.03	21.24
M11	\$21.27	21.48
M12	\$21.87	22.09
M13	\$22.18	22.40
M14	\$22.47	22.69
M15	\$22.75	22.98
M16	\$23.06	23.29
M17	\$23.36	23.59
M18	\$23.66	23.90
M19	\$23.96	24.20
M20	\$24.26	24.50
M21	\$24.54	24.79
M22	\$24.84	25.09

**Bearing Division
Wage Scale for AIT Only**

Labor Grade	Current Rate	New Rate as of 10/4/10
E9	\$18.11	18.29
E10	\$18.31	18.49
E11	\$18.52	18.71
E12	\$19.08	19.27
E13	\$19.34	19.53
E14	\$22.73	22.96
E15	\$23.07	23.30
E16	\$23.41	23.64
E17	\$25.17	25.42
E18	\$25.53	25.79
E19	\$25.88	26.14
E20	\$26.23	26.49

- 3.1 **SECTION 3.** The bonus for **associates** on the second shift shall be \$0.25 per hour.
- 3.2 The bonus for **associates** on the third shift shall be \$0.30 per hour.
- 3.3 **Associates** on the second or third shift who, **work extended hours prior to the start of their regular shift or after their regular shift, they will be paid their appropriate shift premium.**
- 4.1 **SECTION 4.** In departments that are running continuous-process operations on a three shift basis, **associates** 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 **associate** 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 **associates** to whatever work is available and any **associates** who refuse to perform such available work shall forfeit their right to reporting pay. For the work shift, the **associate** 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 **associate** as outlined in 5.1, and such knowledge is prior to the end of the **associate's** shift the day prior to the anticipated occurrence, if the Company notifies the **associate** 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 **associate** 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 **associate's** shift has ended prior to an occurrence set forth in 5.1, the Company will make an attempt to contact the **associate** by telephone by calling the **associate's** telephone number of record; provided that the occurrence occurred more than four hours before the start of the **associate's** shift. This shall be regarded as fulfilling the Company's obligation.
- 5.4 **Early Reporting.** An **associate** 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 **associate** 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 **associate** 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 **associates** to whom this Section applies only for hours actually worked.
- 6.1 **SECTION 6.** **Associates** 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 **Human Resource** Manager, Supervisor, the Union and the **associate** involved. **Associates** shall be informed in writing of their appraised position on the wage schedule prior to accepting award.
- 6.2 When an **associate**, 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 **associate** 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 (EWS). 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 **associates** 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 **associates** who are hired as "Qualified" for job classifications which are defined as Class II and Class III job classifications by Article V, Sections 4.6(c)(2) and 4.6(c)(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 **associates**, 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 **associates**, 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 **associates** 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 **associates** are attending group meetings requested by the Company involving general business discussions, or topical discussions such as Safety, departmental problems, etc., **associates** shall be paid their regular base rate.
- 9.1 **SECTION 9.** When an **associate** is temporarily assigned from his regular job classification to a different job classification, he will be paid as follows:
- a. An **associate** 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.
 - b. An **associate** 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 **associate** 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, **associates** will continue to be paid their "Red Circle", "Modified Red Circle", 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 **associate**, 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 **associate** will be awarded the job.
- a. 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 **associate** 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 **associate** accepts the job of Lead Technician, the **associate** 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 **associate** to the **associate's** original department, job and work shift. In the event the **associate** transferred departments, the return period shall be 60 days for the **associate** and 90 days for the Company.

Article XV: 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 **associates** 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 **associate** 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 **associate** or **associates** 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 thereunder.
 - 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 **associates** who were assigned to the disputed job classification during this period. Retroactivity in the case of the **associates** 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 **associates**.
- 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.
- 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.
- 7.1 **SECTION 7.** The Company acknowledges that **associate** 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. **Associates** and department union stewards are encouraged to raise with departmental supervision their interest and concerns in this regard.
- 8.1 **SECTION 8.** **The Company and the Union agree to meet with the goal of reevaluating and updating the Job Evaluation Program Plan.**

Article XVI: 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 **associate** 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 **associate** assigned, or which establishes a new job classification which replaces that classification and under circumstances when an incumbent **associate** 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 **associate**.

- 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 **associate'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 **associate'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 **associates** 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 **associate** or **associates** 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 **associates** 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 2,000 hours.
- 3.2 The incumbent of the Group Leader position who supervises incentive **associates** 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 **XIV**, Section 7 (b) multiplied by 2,000 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 XVII: 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 **XI**.

- 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 **associate** will be unreasonably disciplined for his or her effort.
 - g. The Company recognizes its obligation to:
 1. Discuss any standard method change with the Union and acknowledges that all job standards are subject to Article VI.
 2. 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 XVIII: 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 **Human Resources** Manager for his approval prior to posting, and shall be posted under his direction.

Article XIX: No Strike – No Lockout.

- 1.1 **SECTION 1.** The Union agrees that for the term of this Agreement there shall be no strikes (**including, but not limited to, primary, secondary and sympathy**), slowdown, or other interference with production, and the Company agrees that for the same period it will not lock out **associates**.

Article XX: Termination.

- 1.1 **SECTION 1.** The terms and conditions of the Agreement shall remain in effect until midnight **October 6, 2013**.
- 1.2 This agreement shall automatically renew itself for yearly periods beginning **October 7, 2013**, unless either party at least 60 days prior to **October 7, 2013** 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 This Agreement together with the following shall constitute the Entire Agreement of the parties:
- a. The Supplemental Agreement dated effective **October 4, 2010**;
 - b. Any officially executed **written** supplemental, amendatory, or interpretive side agreements **executed during the term of this Agreement**;
 - c. **The Rexnord Link-Belt Bearing Bargaining Drug and Alcohol Testing Program**;
 - d. The Company agrees to **provide a 401k** savings plan for the term of this Agreement; **and**
 - e. **Standards of Apprenticeship**.
 - f. **All overtime policies including but not limited to departmental overtime policies**.
 - g. **Niezer Letter – (July 28, 2006 letter from J.Adcock to T.Niezer.)**

- h. **Sabatino Letter – (February 27, 1996 letter from M.Sabatino to S.Combs.)**
- i. **Rose Letter – (March 24, 2008 letter from J.Rose to K.Addison third bullet point, only.)**
- j. **Carmichael Letter – (November 8, 2004 letter from P.Carmichael to S.Combs.)**
- k. **OSS Letter – (September 12, 2006 contracting out letter of understanding.)**
- l. **Smoking policy to comply with the City of Indianapolis No Smoking Ordinance – (November 15, 2005 Interoffice Memo from R.Jeter.)**
- m. **Rexnord’s Tuition Assistance Program issued January 1, 2008.**

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- 1.4 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. 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.
- 1.5 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

Leo Gerard, International President
Stanley W. Johnson, Int'l Secretary.-Treasurer
Tom Conway, Int'l Vice President
Fred Redmond, Int'l Vice President
Jim Robinson, District 7 Director
Wayne A. Dale, Sub District 3 Director
James C. Adcock, Staff Representative
Chuck Jones, President
Bruce Reed, Local Union Representative
Brian Bousum, Unit President
Don Zering, Negotiating Committee
Steve Whitaker, Negotiating Committee
Keith Berryhill, Negotiating Committee
John McKenzie, Negotiating Committee

Rexnord Bearing Division

Wayne Townsend, Director of Human Resources
Kristen Abbott, Sr. Manager, Human Resources
Ray Jeter, Human Resources Generalist
Ginger Nicholson, Human Resources Coordinator
Rob Fulk, Operations Manager

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 **associate** 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 **associate**. Apprenticeship training will not be given in more than two crafts for any **associate**.
- 1.2 Present **associates** 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 **Human Resources** 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 **XIV**, 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 **XIV**, 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 **associate** 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. view Apprentices, with assistance of the **Human Resources** 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 **Human Resources** 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 **associate** 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. Associates** in an Apprenticeship Program will receive a one-time \$500.00 tool allowance. The allowance will be returned in the event the **associate** 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

associate 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 **associate** 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 **associate** 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" **associate** is an **associate** 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 **associate** 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 AIT 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 AIT 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 **associates**. Program requirements are available for inspection in the **Human Resources** Department, the Union office, or from the Apprenticable Craft Representative.

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