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# **AGREEMENT**

**BETWEEN**

**FIVE RIVERS ELECTRONIC INNOVATIONS, LLC**

and

**IUE/CWA, The Industrial Division of Communication  
Workers of America,  
AFL-CIO, CLC (I.U.E./C.W.A.)  
And its  
LOCAL 796**

**GREENEVILLE, TENNESSEE**

**June 21, 2003 - June 23, 2006**

87 pages

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## **AGREEMENT**

1. This Agreement is between the companies of Five Rivers Industrial Complex (Five Rivers Electronic Innovations, LLC Radio, TV, Non-TV Electronics division, Maintenance division, and Cabinet division; Creative Molding, LLC division; and Distribution Services, LLC division) Greenville, Tennessee (hereinafter called the "Company") and the IUE/CWA, the Industrial Division of Communication Workers of America, AFL-CIO, CLC (I.U.E./C.W.A.) and its Local 796 of Greenville, Tennessee (hereinafter called the "Union").

## **WITNESSETH**

2. The Company recognizes the Union as the sole and exclusive collective bargaining representative for all employees in the unit hereafter specified in all matters pertaining to wages, hours, and working conditions; and
3. WHEREAS the parties hereto desire to establish a standard of conditions and procedures under which employees shall work for the Company during the term of this Agreement and desire to regulate the employment relations between the parties for the purpose of securing harmonious cooperation and the settling of all disputes by peaceful means that may arise in the employee-employer relationship.
4. NOW, THEREFORE, in consideration of the mutual promises and agreement herein contained the parties agree as follows:

## **ARTICLE I UNION RECOGNITION**

5. Recognized to the extent required by federal law but limited exclusively to such legal requirement, the Company recognizes the Union and its successors as the sole and exclusive bargaining agent for production and maintenance employees of the Company.

**ARTICLE II**  
**MANAGEMENT'S RESPONSIBILITY**

6. The right to hire, layoff and discharge employees for just and lawful cause; and the management, disposition, and number of working forces, the right to contract out work, the right to make reasonable assignments of jobs; to determine the products to be manufactured, processed or handled by the employee; to establish production schedules, methods, processes and means and ends; to determine its general business practice and policy; to open new units, assembly lines, departments and operations and to terminate or close them; to make promotions to supervisory or executive positions; to increase or decrease the working force are among the sole prerogatives of the Company; provided, however, that this section will not be used to discriminate against the Union and membership thereof and also this section will not in any way abrogate or interfere with the employee's rights under the terms of this Agreement, including the use of the grievance and arbitration procedure.

**ARTICLE III**  
**NO DISCRIMINATION**

7. The provisions of this Agreement shall be applied to all employees without discrimination or preferential treatment including age (as defined in federal and state age discrimination statutes), sex, race, color, creed or national origin.
8. An employee with a disability within the meaning of the Americans with Disabilities Act (ADA) will be placed on an available job consistent with his/her disability. The employee with a disability, however, must be qualified to perform available work with or without reasonable accommodation as defined in the ADA. Both the Company and the Union will take all necessary actions to comply with the ADA.
9. Employees will be allowed to take a Family Medical Leave (FMLA) as per Federal Law. To obtain the leave, proper

documentation must be provided to the Company. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours in the previous 12 months prior to the leave.

10. All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.
11. The Company agrees not to interfere with the rights of its employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employee because of union membership or because of his acting as an officer or in any other bona fide activity or grievance or behalf of the Union.
12. The Union recognizes its responsibility as a result of NLRB certification to represent all employees in the appropriate bargaining unit and agrees there will be no discrimination, interference, restraint, or coercion by the Union or any of its agents against any employees because of their refusal to join or participate in the Union or Union activities.
13. The Union further agrees to use its good faith efforts to limit Union activity of any kind during working time for other than the processing of grievances as provided in ARTICLE IX of the contract.
14. The parties agree that they will not discriminate against those with a non-disqualifying handicap or those who are Vietnam era or disabled veterans.

## ARTICLE IV CHECK OFF

15. The Company, during the life of this Agreement, agrees to make deductions of dues and the Union initiation fee of each employee who signs an "Authorization for Dues Checkoff" form as shown in Exhibit C of the Appendix of this Agreement.
16. The deduction shall be made weekly. The money deducted, however, shall be remitted to the Union monthly along with a list showing the names of employees from whose pay deductions were made and the amount of each.
17. Any employee who has authorized dues deductions in accordance with the foregoing shall be irrevocably committed to such deductions for a period ending as of each anniversary date of the signing of their card, and shall be automatically renewed to each succeeding anniversary date unless written notice of revocation by certified mail is given to the Company and the Union within fifteen (15) days preceding such anniversary date.
18. The Union agrees to hold the Company harmless in connection with any moneys it pays to the Union in accordance with the terms of this Article. The Company shall not be liable to the Union by reason of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from employee wages.

## ARTICLE V HOURS AND OVERTIME

19. The basic work week shall consist of five (5) consecutive eight (8) hour work days. The basic work week shall begin for the first shift at 7:00 a.m. Monday morning and end at 3:30 p.m. on Friday afternoon. The basic work week for the second shift shall begin at 3:30 p.m. on Monday and end at 12:00 a.m. on Saturday; however, in some areas a special



second shift may begin at 12:00 noon Monday and end at 8:30 p.m. on Friday. The basic work week for the third shift will begin at 11:00 p.m. on Sunday and end at 7:00 a.m. on Friday.

20. The basic work hours of janitors, and of other employees whose duties require different hours (such as persons who are obliged to make work or equipment ready prior to processing) may be different. The above work schedules will be maintained except when mutually agreed between the Company and the Union to make any necessary changes. Particular problems in specific locations may require setting up operation schedules different from those listed above. In such instances the Company will discuss such new schedules with the Union before they are set up.
21. However, no schedule will be set up of a discriminatory or unreasonable nature or more than one and one-half (1 1/2) hours before or after the basic work week schedules except the special shift noted above. When such changes in schedules are made, the new schedules will be staffed with employees with the greatest seniority who volunteer to work such schedules before assignment of the least senior employees is made.
22. In all events of schedule changes, the Union and employees will be given one (1) week advance notice of such change. In any event of schedule change where no mutual agreement is arrived at, the Company may establish new schedules in which event the Union has recourse to the grievance and arbitration procedure if they feel the Company's action is discriminatory or unreasonable. When regularly scheduled or emergency overtime is required, the Union will offer full cooperation in securing the services of all employees required for the overtime work, but in no event shall overtime be deemed compulsory. However, should any employee agree to work overtime and then fail to report for such scheduled overtime without good cause, he will

automatically be subject to a one (1) day disciplinary layoff. Where overtime work is required on first shift operations, it is agreed that the starting time of the second shift shall begin no more than two (2) hours after the regular quitting time of the first shift. Employees will be given one (1) day advance notice of such schedule.

23. Employees will be paid for overtime work as follows:

- A) Time-and-one-half the employee's regular rate for all work performed in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any one (1) week. Daily and weekly overtime hours for the purpose of this clause shall not be pyramided. Different provisions may be established by mutual agreement to accommodate special circumstances.
- B) Twice the employee's regular rate for all work performed on the seventh (7th) consecutive scheduled work day in any employee's assigned work week, and on Sunday as such, except in the case of continuous operation and for all work in excess of twelve hours in any one day.
- C) One-and-one half times the employee's regular rate, except in the case of continuous operation, for all work performed on Saturday. One-and-one half times the employee's regular rate for all work performed on the sixth (6th) consecutive scheduled work day in an employee's assigned work week in case of continuous operation.
- D) Double time will also be paid to an employee for work performed in excess of eight (8) hours on his/her sixth working day or Saturday provided the employee worked all of his/her scheduled work hours during the same week or was granted approved paid leave for all absence within that same week.

24. Overtime shall be considered as two types, "in-department" and "out-of-department" and shall be offered in the following manner.

25. In-Department Overtime

A) In-department overtime shall be solicited pursuant to current practice on a voluntary basis. Employees accepting overtime assignment shall first be obligated to accept work in their currently assigned department and such overtime will be divided as equally as practical among employees actively in the affected classification within the department where the work is to be performed. Whenever practical, the union steward will be consulted concerning overtime solicitation plans for the purpose of identifying possible errors. If prior consultation with the steward is not practical, the steward will be notified the following workday of the overtime solicitation process used by the company.

B) For the purpose of computing the division of overtime within a classification, department, or group under paragraph 25.A) above, an employee shall be charged with having worked all overtime hours offered him within the group even though the employee declined to work such overtime. He shall also be charged with rework hours. All hours worked over and above the initial solicitation shall not be charged to the employee who declined the initial solicitation of overtime.

1) All Relief Operators and Group Leaders will share overtime with the job classification of the lowest labor grade they are assigned to relieve, provided they hold said classification. Should there be two or more job classifications in this lower labor grade, they will share only in the classification to which they would be entitled in event of a reduction in force.

- 2) Employees eligible for overtime assignment shall first be obligated to accept work on their currently assigned shift if overtime is available. If overtime is not available on their currently assigned shift, eligible employees will be solicited for overtime on other shifts in accordance with their eligibility to work the available overtime.

## 26. Out Of Department Overtime

- A) If an employee wishes to work out-of-department overtime, he may "opt in" by signing a list provided by the Company indicating his desire to do so in his current classification. An employee who signs this list shall be obligated to work all out-of-department overtime for a period of thirty (30) calendar days. An employee may opt to work in his own group only (see Appendix I). When employees are scheduled to work out-of-department overtime during this period, any two (2) failures to report for overtime within the thirty (30) calendar day period will result in the removal of his/her name from the overtime list for the remainder of that thirty (30) calendar day period.
- B) An employee who agrees to work this overtime by signing the list described, shall be afforded four (4) hours notice.
- C) The Company will use this list within the group where the work exists on a line rotation basis. Using the list, non-upgraded jobs will be filled by position on each line. Using the list, upgraded jobs will be filled by seniority on each line. For purpose of this section, see the list of Groups attached in paragraph 141 below, as they currently exist.
- D) If after the Company has completed the steps referred to in paragraph 26.C) above and there is still a need for

additional employees to work the overtime, the Company may select any employees to do so.

- E) The foregoing does not affect the administration of current disciplinary procedures.
27. All Overtime - Employees shall not be required to work more than four (4) hours end-of-shift overtime in order to be scheduled to perform overtime work. This subsection shall not, however, be considered a waiver of Management Rights to schedule hours and the number and distribution of work force. The Company shall not be required to schedule any employee in excess of sixteen (16) hours in any twenty-four (24) hour period.
28. Shift premiums of fifteen cents (15¢) per hour will be paid to employees whose regular shifts are scheduled to begin after 12:00 noon and before 5:30 a.m. Payment of night shift premiums will be made regular night shift employees called in for work prior to 12:00 noon. It is further agreed, however, should a day shift employee be placed on a night shift job for a temporary assignment, he should be paid the night shift premium.
29. No overtime pay will be given an employee who by virtue of change of shifts works more than eight (8) hours in a twenty four (24) hour period. Employees will be given not less than a twenty four (24) hour notice of change of their regular shift. If an employee does not receive such notice, he should be paid time-and-one-half for all hours in excess of eight which he works to effect the change (old shift and new shift combined).
30. Employees who report to work at the regular starting time of their shift when they have not been notified not to report and for whom work is unavailable, shall be provided with four (4) hours work or four (4) hours pay in lieu thereof at their regular rate of pay. Should such a condition be caused by an act of God, or other conditions beyond the control of the

Company, there will be no liability for providing work or pay as stated above. If an employee fails to receive notification that he will not be working on the following day because of his absence from work on that day, he will not benefit from the above provision.

31. In Department Overtime - The Company agrees that whenever possible, it will give four (4) hours advance notice for daily overtime work and one (1) day advance notice for weekend overtime work.
32. Out Of Department Overtime - An employee who agrees to work this overtime by signing the out-of-department overtime list shall be afforded four (4) hours notice.
33. When, because of emergency situations, it is necessary to call employees back to work, outside their regular schedule, after one (1) hour has elapsed following the completion of their regular work shift, such employees will be guaranteed a minimum of two (2) hours of work at double time or pay in lieu thereof. It is also agreed all hours worked on such call back will be paid at double time. An employee called in as a result of another employee's failure to honor an overtime commitment shall receive the regular premium pay for such hours worked.
34. When employees are scheduled to work two (2) hours or more of overtime on a regular work day, they will be given a ten minute rest period with pay at the end of eight (8) hours. A ten (10) minute rest period will be given for each succeeding two (2) hours overtime worked.
35. If employees are called to work before the starting time of their regular work shift, they will not be sent home early to avoid payment of overtime. If an employee who has been called before the regular starting time and sent home before quitting time of regular shift for any reason shall receive overtime for the early hours.

36. Except by agreement, the splitting of shifts to avoid the payment of overtime shall not be permitted.
37. Senior employees will be given preference of shifts in accordance with the following procedure:
- A) If there is an opening in an upgraded classification to be filled:
- 1) The job will normally be filled with the employee holding the greatest seniority in the classification to be filled presently in a lower classification; however if there are employees in the same classification on another shift, the job will be first offered to them if they hold greater job seniority than the next downgraded employee in line for the job. An employee, in order to be considered for shift change just mentioned, must have his name on file in the Personnel Office indicating his classification and the shift to which he desires to be moved. His filing, in order to receive consideration, must be made fifteen (15) days prior to the occurrence of the opening. Any employee who has his name on file must accept the shift change if offered. In a reduction in force an employee who has his name on file in the Personnel Office fifteen (15) days in advance of a move will be allowed to bump to where his seniority would entitle him.
- B) On the fifteenth day of January each year and on the fifteenth day of July each year, an employee may exercise the option of a shift preference, by displacing a less senior employee on another shift who holds the same job classification. In order to be considered for a shift change, an employee must have a shift preference on file in the Personnel Office indicating his classification and shift to which he desires to be moved by January 1 for the January 15th move and by July 1 for the July 15th

move. Employees with sufficient seniority shall within the following two (2) weeks be allowed to bump to the shift of their choice. Employees with less than one (1) year seniority shall not be entitled to any shift preference. The bumping privilege described herein shall prevail only during the period described above.

1) *Employees returning from a leave of absence will be treated as follows:*

a) *Employees returning from a leave of absence prior to a window period will be returned to the shift they previously held if their seniority entitles them to do so except that, if an employee was on a leave of absence during a window period, he shall go to the shift of his preference if his seniority entitles him to do so.*

C) *In any labor grade above 8, it may be necessary to assign employees contrary to the above provision for a period not to exceed 30 days for training purposes; however, no employee shall be subject to such an assignment more than once in a twelve (12) month period. Employees so assigned will be returned to their original shift and classification at the end of the training period and will be considered as having been on that shift and classification for the entire training period so far as bumping rights or other benefits are concerned. Employees so assigned will be transferred and in the event of a night shift assignment will be eligible for night shift premium.*

D) *When an employee is moved from the shift of his preference to accept work on an upgraded job and subsequently that employee is reduced from an upgraded job as a result of a company action, he will be transferred to the shift of his preference provided he has a preference form filed fifteen (15) days prior to the*



Company action and provided his seniority entitles him to do so. Employees who elect to sign away a job shall be required to remain on their current shift until their seniority allows them to move at a normal window.

- E) Employees may bid on upgraded job openings on any shift regardless of shift preference; however, if the employee is awarded the job and accepts the job, he must sign a shift preference form accepting the shift or which the job is assigned.

## ARTICLE VI SENIORITY

38. Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this contract. Seniority shall mean the length of continuous service an employee has with the Company beginning with the date he was employed.

A) Division Seniority - This includes seniority as defined above and may be exercised throughout the assigned division as defined in paragraph 40 below.

B) Upgraded Job Classification Seniority - This will be granted after sixty (60) calendar days on upgraded jobs in labor grades 5 through 7 and after seventy-five (75) calendar days on upgraded jobs in labor grades 8 and above. If the employee is performing adequately after the completion of such a trial period his job classification seniority shall include his entire division seniority. Upgraded job seniority can be exercised only on the upgraded job classification in which it is held. In the event of a reduction of force the parties agree any and all upgraded classification seniority can be exercised in any and all non-upgraded job classifications.

1) In the event a reduction in force becomes necessary during a trial period employees shall be reduced

from upgraded jobs in order of total accumulated days credited to their trial period in that upgraded job classification beginning with the employee who has the smallest number of such days. They shall be returned to that job classification as openings occur in that upgraded job classification beginning with the employee who has the most number of such days. Days credited to trial periods within upgraded job classification shall provide employees no upgraded job classification privileges except as stated within this subsection.

C) Seniority with the Company is established as it exists on June 18, 2003.

39. *Probationary Employees* - A new employee shall be regarded as a probationary employee for the first 600 hours worked from the date of his hire. During this probationary period, the employee shall carry no seniority rights. Upon completion of the probationary period the employee's seniority is dated from his hire date. If the employee is laid off during the probationary period, he has no re-employment rights. However, if said employee is recalled within twelve (12) months of his lay off date, he shall be required to complete the balance of his probationary period. Upon satisfactory completion of the probationary period his seniority shall date from his original hire date. Probationary employees may be disciplined, laid off, or discharged at the discretion of the Company and such action shall not be subject to a grievance or arbitration.

40. *Seniority Divisions* - The following seniority divisions will currently prevail.

A) Radio, TV, Non-TV Electronics (Five Rivers Electronic Innovations, LLC).

B) Maintenance.

C) Creative Molding, LLC.

D) Distribution Services, LLC.

- E) Cabinet Division – The Cabinet Division does not have the same seniority rules as the other divisions listed above. See Appendix V for the rules controlling this division.
- F) The Company reserves the right to create new divisions for new products which will become a part of the divisions listed in this section of the Agreement.

#### 41. Upgraded Jobs

- A) All jobs other than Labor Grade 1 and Labor Grade 4 will be regarded as upgraded jobs and will be filled in accordance with paragraph 46 below (Promotions).
- B) Employees will be able to choose only one upgraded job in grade 5-7 and will always be moved to this job as per their seniority. An employee can hold rights in only one grade 5-7 position in the Division he is currently within, which position may be his current grade 5-7 position, and one grade 5-7 position in one other Division.
- C) If an employee has selected a job classification in Grades 5-7 that has been eliminated due to technological or other changes, the employee will be allowed to select a previously held job (Grades 5-7) as their job of choice and would be entitled to that job per their seniority. (This option is in reference to paragraph 41.B) above, and can only be exercised in the event of a total job classification elimination).

#### 42. Lay-Offs and Recalls from Non-Upgraded Job Classifications:

- A) In the event of a lay off due to a reduction of forces affecting employees in non-upgraded job classifications, Division Seniority will be exercised causing the youngest seniority employee to be laid off first. If the least senior employee in the job classification does not have sufficient division seniority to replace another employee

in a non-upgraded job in his Division, he may exercise his plantwide seniority to replace the least senior employee in a non-upgraded job, if any, in another Division, providing he is more senior, and also qualified to do the work. In case of a recall after lay off, the oldest seniority employee laid off from a Division will be the first one recalled into that Division provided he is qualified to do the work available. Employees laid off or recalled at any time within a single day shall be regarded as being laid off or recalled simultaneously.

- 1) Employees will be recalled via the telephone. Two numbers may be supplied by each employee and both numbers will be called by the company in an effort to recall to work. In the event the employee cannot be reached at one of the two phone numbers, the same numbers will be called again the following workday. In the event the employee still cannot be reached, the employee will be bypassed on the recall and a certified letter will be sent to their last known address asking the employee to contact the company. Once the employee has contacted the company, the employee will be asked if they are still available for recall and if there are any new phone numbers they would like to use for recall purposes. Those employees still available for recall will be returned to work within ten (10) working days of contact with the employee, provided their seniority will allow. Employees that fail to contact the company will be terminated as stated in paragraph 51.D) below.
  
- B) When a foreman is advised that a reduction in force will require the lay off of employees in his department he will immediately advise the steward or stewards of the affected areas.

- C) Employees may be used on a temporary basis only a maximum of one (1) consecutive day in classifications they have signed away, if they object to such assignment.

43. Lay-Offs and Recalls from Upgraded Job Classifications:

- A) In case of layoff due to reduction of forces affecting upgraded jobs, the employee with the least upgraded Job Classification Seniority will be cut back first from the specific job classification affected. He may then revert to the previously held upgraded job in the same labor grade or lower to which his Upgraded Job Classification Seniority entitles him. (See classification selection paragraph 41.B) above)
  - 1) If his upgraded Job Classification Seniority does not entitle him to any previously held upgraded job, the employee may then exercise his Division Seniority on a non-upgraded job within his Division.
  - 2) If an employee does not have sufficient Division seniority to replace an employee on a non-upgraded job in his Division, then the employee may exercise his plantwide seniority to replace the least senior employee in a non-upgraded job, if any, in another Division, providing he is more senior, and also qualified to do the work.
  - 3) In case of recall after lay off, employees will be returned to upgraded jobs in line with their previously held Upgraded Job Classification Seniority.
- B) When an employee is being downgraded and holds seniority in two or more Upgraded Job Classifications in the same labor grade he will downgrade or replace the least senior employee.
- C) Payment of Temporary Upgrade Pay - In the event of a temporary move to an upgraded job, if the supervisor is

unable to obtain the most senior - cut back employee within the job classification required, he will temporarily upgrade the employee used to do the work and will also temporarily upgrade the most senior cut back employee holding the job classification on the shift required to perform the work within the division.

44. If employees on layoff are recalled by seniority for ten (10) consecutive days or less of available work, they will not be obligated to accept such recall. Employees working in the plant may not be temporarily assigned to classifications of work to which their seniority does not entitle them for more than ten (10) consecutive working days if the employees entitled to such work are on permanent layoff.
45. To insure all employees an opportunity to apply for and receive consideration of jobs in higher classifications, the following procedure will be followed:
  - A) When all employees holding seniority on any upgraded job have been returned to such job, and additional employees are needed, an announcement of such openings will be posted on all shop bulletin boards for a period of not less than forty-eight (48) hours during the regular scheduled work week. On all postings for upgrade jobs, the Company will provide a brief, non-binding description.
  - B) Employees in lower classification may bid for such jobs by signing an application in the Personnel Office. The Chief Steward will receive copies of the signed application of all bidders. The Chief Steward will be advised of the employees who have been selected for the promotion. An employee who bids on and is awarded an upgraded job will be required to go to the job. Once the bid has been awarded the successful bidder is prohibited from signing it away for a period of up to fifteen (15) days.

- C) Consideration for placement of personnel on such jobs will be given in accordance with promotion policy as outlined in paragraph 46 below.
- D) Posting of a particular job classification will not be required more than one (1) time in a thirty (30) day period. All promotions will be made on the basis of the bids submitted within the forty-eight (48) hour bidding period. Exception will be made for those employees absent or on leave to permit them to bid on any job posted during their absence and be considered for such promotion provided that the job has not been filled or that no employee has been sent recall notice or transferred, or a new employee hired in preparation for filling such a job. If all bids have been exhausted and there are additional openings in a classification, an additional posting will be made at least one (1) time within the above thirty (30) day period. Posting shall include the job classification, labor grade, shift and maximum rate of pay.
- E) When it becomes necessary to combine two (2) or more job classifications, the appropriate Chief Steward will be notified.

46. Promotions: Promotions will be made on the basis of the most senior qualified employee receiving the promotion. Where possible and practical, personnel tests of ability and aptitude will be used in helping to determine qualifications of employees. Such tests will not be unreasonable or discriminatory in nature. Employees who meet the minimum requirements of such tests who have the greatest seniority shall be selected for promotion. An employee shall be allowed to take a particular test only one (1) time in a four (4) month period; however, he may take the test a second time within said period on his own time if such test is given. Test scores will remain in effect for nine months. Segments of a test which an employee passed will also remain in effect for

nine months. The Union shall have the right to have a representative present whenever such tests are given, who will observe the giving of the tests and the grading. This representative selected and paid by the Union shall be instructed by the Company in the mechanics of giving and grading the test. An employee selected for trial on an *upgraded job will serve a probationary period as provided in paragraph 38.B) above.* Should management determine he is not making satisfactory progress in learning the job he will be subject to removal from the job and reassignment to his previously held classification at any time up to the end of the trial period. Should the Union challenge such disqualification as discriminatory it will be subject to the grievance and arbitration procedure. Should the employee decide he does not desire the position for which he has bid, he may voluntarily return to his previously held classification provided that, no employee shall exercise his "voluntary downgrade" more than one time in any six (6) month period.

A) Employees exercising such "voluntary downgrade" shall not be eligible to bid on the upgraded job affected for a *period of one calendar year.* If an employee voluntarily downgrades by signing away an upgraded classification and then at a later date rebids on the same job classification, the previous experience on the same job classification will not be a factor in obtaining said bid.

47. **Voluntary Lay-Offs:** Employees may elect to be placed on *layoff status in the event of a reduction in force.* To make such election, an employee must place their name on file in Human Resources at least fifteen (15) days prior to the reduction, indicating that they prefer to get laid off. If a reduction occurs in a job classification, those in that classification who have elected layoff will be laid off in seniority order (most senior first). Employees may cancel their Voluntary Layoff option at any time, except that an employee's request to cancel their Voluntary Layoff option



must be signed fifteen (15) days prior to the time of an opening. Once the cancellation of the Voluntary Layoff Option is in effect, the employee will be recalled to openings in the job from which they were laid off. Employees on Voluntary Layoff will be recalled to the job from which they were laid off in reverse seniority order when there are not other employees cutback who hold that job. After one year on Voluntary Layoff, employees will be recalled to openings in any job they hold. Failure to return to work upon recall will subject the employee to termination as stated in paragraph 42.A)1) above.

48. When an employee to be laid off or reduced from an upgraded classification in one division is more senior than employees in other divisions who are still working, he may displace the least senior in the other division in such job as his seniority entitles him. Since many employees may prefer lay offs to accepting jobs in other divisions, employees subject to lay offs or on lay off will be given an opportunity to bump into or fill job openings only if they apply at time of lay off to the personnel department in writing indicating that they will accept such jobs if made available to them. Failure to honor that application shall result in the employee's termination. Employees electing to make application must do so within three (3) work days following the time of their lay off or reduction. Employees who have made application will be placed on such jobs in line of seniority. The Company shall upon determination of the successful candidate have three (3) work days to effectuate the resulting move.

49. Temporary Layoffs:

A) In cases when a line, or section of a division may have cutbacks due to shortages in materials and other necessary interruptions in production, temporary layoffs may be made without regard to seniority for periods not to exceed five (5) consecutive scheduled work days in

the group immediately affected without permitting the employees in the group affected to exercise their Division Seniority. In no event will any employees be assigned to perform the work of the group affected except in emergency situations. Where two or more groups of employees in a department are performing identical work and only part of the employees in those work groups are temporarily laid off, the reduction shall be by Job Classification Seniority, from employees actively in the job, with employees holding the least seniority on the affected shift being laid off first. No employee shall be affected by such temporary lay-off more than one hundred and twelve (112) scheduled working hours in any one (1) contract year.

1) When such a temporary lay off occurs, employees within an upgraded classification within a department, group, or section, the reduction shall be by Upgraded Job Classification Seniority, from employees actively in the job, with employees holding the least upgraded seniority on the affected shift being laid off first. When a temporary layoff occurs within a non-upgraded job classification within a department, group or section the reduction shall be by Division Seniority with employees holding the least Division Seniority on the affected shift being laid off first.

B) If temporary employment is available in other parts of the plant when employees are temporarily laid off, said employees may be placed on these temporary jobs in line with their Job Classification Seniority, with employees holding the most seniority on the affected shift being placed first, provided they are actively in the job classification. When such temporarily assigned employees' regular jobs start up again, said employees will be returned to their regular jobs.

- 1) Employees assigned to a temporary opening within their classification within the first hour of a shift shall not be subject to displacement for the balance of the shift. Other temporary work assignments shall be subject to displacement only once during the shift. Replacements made due to absenteeism will not be controlled by this section and employees so moved to replace an absentee shall not be subject to displacement for the balance of the shift - regardless of classification.
  - C) When it is necessary to start a new line, resumption of work following a shut down, or other circumstances requiring the retraining or rescheduling of an assembly line, employees assigned to that line shall be recalled within a three (3) day period as operations are available to them without respect to their seniority status within the line affected. When such lines are cleaned of work prior to changes of the type listed above, employees may be laid off as their operations are concluded over a three (3) day period without consideration as to their seniority in relation to the group affected. Any days lost out of line of seniority because of this section shall apply toward the maximum of one hundred and twelve (112) hours as specified in paragraph 49.A) above.
  - D) Employees of any Division can be laid off for a total of no more than four (4) weeks in any contract year because of customer scheduling requirements without permitting the employees in the group affected to exercise their seniority.
50. It is agreed that it may be necessary at times to retain or hire an employee irrespective of seniority when by reason of special training, ability or experience it is essential to the practical operation of the Company's business and the Company shall be the sole judge thereof. In no event shall the total number of employees covered by the foregoing

exceed ten (10) employees and employees included in the above shall be retained because of such qualifications for bargaining unit occupations only. Only bargaining unit jobs in labor grade 9 and above will be retained per this provision.

51. Loss of Seniority: Employees shall lose all seniority and be terminated for any of the following reasons and shall be removed from the payroll:
- A) Resignation.
  - B) Discharge for just cause.
  - C) Failure to report for work for three (3) consecutive working days without notice to the Company of the reason for such absence before the end of the third day and unexcused absence for three (3) consecutive working days.
  - D) Failure to contact the company as requested within two (2) work days after receipt at residence, but in no case more than five (5) working days after recall notice has been sent via certified mail to the last address supplied to the Personnel Department by the employee. This notice is referenced in paragraph 42.A)1) above.
  - E) Layoff more than one (1) year duration.
    - 1) Note: Employees with more than one (1) year of service may retain their seniority for a total lay off period of four (4) years provided they notify the Personnel Office of any address change. Failure to maintain a current address with the Personnel Office will cause them to lose their seniority.
    - 2) Laid off employees who have selected jobs and/or shifts that do not meet the current or foreseeable needs of the business, will not be allowed to extend their layoff beyond one (1) year. At the end of the year, the employee's failure to take the necessary

actions that would result in reasonable possibility of their recall in line with their seniority will result in loss of all seniority and termination as per paragraph 51.E) above.

- F) Failure to report at termination of a leave of absence. Employees who do not present themselves for re-employment by the close of the next scheduled work day or submit proper evidence requesting extension of said leave by the close of the next scheduled work day shall be considered as having resigned.
- G) Re-enlists for a second tour of duty in the Armed Forces of the United States or Merchant Marines after completing an initial enlistment or period of conscripted service.

52. Where changes in job assignment are required due to promotion, demotion, layoff, or transfer, the Company will not be required to assign an employee to a job for which he is not qualified regardless of seniority. The Company will make the determination of qualification. Employees will have recourse to the grievance procedure if such determination is disputed relative to the qualification of the individual. This section will not be used to deny an employee the right to bump a younger employee within a classification where he holds seniority unless he lacks the physical qualifications to perform the job.

53. Employees excluded by Article I from participating in the bargaining unit shall not regularly do production or maintenance work usually performed by employees included within this Agreement except that such employees may when necessary be assigned to production or maintenance work within reasonable limits whenever it is practical for the purpose of efficient operations or to eliminate standby or idle time on the part of unit employees. It shall not be the intent of this clause to use supervisory employees for the purpose

of replacing regular production or maintenance employees or to avoid the assignment of such production and maintenance employees, or to eliminate working production and/or maintenance employees' overtime.

54. Steward Seniority

- A) The President, Vice President, Chief Steward(s), Work Standards Stewards, and the Grievance Committee provided there is work available which they are capable of performing shall possess top ranking plant wide seniority for purpose of layoff, temporary layoff, and of recall.
  - B) Section Stewards, provided there is work available which they are capable of performing shall possess top ranking seniority for the section to which they are assigned for the purpose of layoff and of recall only. The number of section stewards shall be limited in accordance with ARTICLE XV, Allocation of Stewards.
  - C) As long as there is work available which the steward is qualified to perform a section steward will not be moved from his own section. However, this section will not permit a section steward to be retained in an upgraded job which his Upgraded Job Classification Seniority does not entitle him. Should a section steward choose to remain in his own section on a lower rated job, he will not be required to relinquish any seniority rights on any other higher rated jobs elsewhere.
55. Effective with the signing of this Agreement, if an employee works on or is transferred to a supervisory or other position excluded from the coverage of this Agreement, such employee shall retain his established and accumulated seniority in the event he should be transferred back within a period of six (6) months, to any of the jobs referred to in Article I (paragraph 5 above) of this Agreement. Should the return transfer occur after the six (6) month period, he will

accumulate only the six (6) months in addition to his bargaining unit time:

56. When emergency situations may arise it will be the right of management to assign any help available in the plant to perform the necessary work.

## ARTICLE VII WAGES

57. Wages will be paid in accordance with the wages and classification schedules set forth in Exhibits "A" and "B" of this Agreement.

A) The term month for purposes of computing rate increases shall be thirty (30) calendar days.

58. Increases within the schedule will be automatic as indicated by the appropriate schedule.

59. When an employee is promoted to a higher classification up to and including grade 6 he shall receive at the end of thirty (30) days an increase of five (5) cents per hour and at the end of an additional two (2) month period shall move to the next interval in the progression schedule and shall progress according to the schedule from that point. When an employee is promoted to a higher classification above grade 6, he shall at the end of thirty (30) days receive an increase of ten (10) cents per hour and at the end of an additional two (2) months shall move to the next interval in the progression schedule and shall be increased according to the schedule from that point on; however, if the employee has previously held a higher rate in any classification than the rate which he is receiving at the time of promotion he will go to that higher rate except that in no case will he be moved to a rate higher than the rate of the interval immediately preceding the top rate of the job.

60. When an employee's classification is reduced, he will receive the rate at the same interval in the lower

classification as he had attained in the higher classification, but he will not be reduced below the highest rate previously attained in the lower classification.

61. New jobs will be fitted into the existing classification schedule. The Company will advise the Union in writing when it creates a new job classification. After discussions with the Union, the Company will set the classification and the Union may submit the disagreement to the Grievance and Arbitration procedure.
62. Where it appears justified by the previous training and experience the Company may at its option hire employees at a higher rate than the minimum rate indicated in the rate schedule, but in no case above the maximum of the classification for which they are hired.
63. If an employee is moved on a temporary basis to work on a job in a higher classification, he will receive an additional five cents per hour for each grade above his regular classification that the temporary assignment is classified or rate previously attained in said upgraded classification, whichever is greater, but in no event will the temporary rate exceed the maximum rate of the job. If an employee is moved on a temporary basis from his regular work assignment to a lower graded job he will continue to receive his regular rate for the temporary period.
  - A) At no time will a temporary assignment exceed ten consecutive working days, except when need is due to employee being granted an approved leave of absence for union business or an employee being granted earned vacation.
64. If an employee suffers a job related injury while working on Company time and is sent to a doctor's office, as authorized by the Company, said employee shall be compensated for time lost on the day on which the authorized doctor's visit, as scheduled by the Company, occurs. Subsequent visits



scheduled by the doctor or the plant nurse during working hours shall also be paid.

## ARTICLE VIII HOLIDAYS

65. The Company agrees to pay its employees eight (8) hours pay at their regular assigned rates of pay subject to eligibility as listed below for the following holidays:
- A) New Year's Day
  - B) Good Friday
  - C) Monday After Good Friday
  - D) Friday Before Memorial Day
  - E) Memorial Day
  - F) Independence Day
  - G) Labor Day
  - H) Thanksgiving Day
  - I) Friday After Thanksgiving Day
  - J) Christmas Day
66. Payment of the above enumerated holidays shall be subject to the following eligibility rules:
- A) An employee must have completed his probationary period and established his seniority with the Company.
  - B) Holiday pay shall be given to employees who work the last scheduled day before and the day following the holiday. If an employee on the active payroll submits evidence satisfactory to the Human Resources Office, that he was absent either the day before or the day after the holiday as a result of illness or emergency beyond his control, he shall receive Holiday pay; or if he did not work the day before or the day after a holiday as result of share-the-work program or a temporary layoff or if he is absent because of industrial injury, in either case he will receive holiday pay. If an employee is laid off or placed on a leave of absence during the week of a holiday or during the week preceding the holiday or if he returns

from lay off or a leave of absence during the week of the holiday or during the week following the holiday he shall receive such holiday pay. Four (4) hours work on the day before and the day after a holiday shall be considered as a day worked for the application of this clause. The following will be regarded as excusable absence before or after a holiday.

- 1) Illness substantiated by a doctor's statement or recommendation of the plant nurse.
- 2) Required attendance before a draft board or induction center.
- 3) Appearance before legal authorities required by official summons and due to no fault of employees.
- 4) Death or serious illness in employee's immediate family. "Immediate Family" for the application of this clause shall include only the following: Father, mother, sister, brother, husband, wife, children, mother-in-law, step mother-in-law, father-in-law, step father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandfather, grandmother, or grandchild, legally adopted children or step-children, step-father, step-mother, half brother or sister. In cases where relatives not included in this listing have been living in the same household with the employee they will also be included in the "Immediate Family" where proper evidence is supplied to the Industrial Relations Department.
- 5) If an employee attends the funeral of an aunt, uncle, niece or nephew or is absent as a result of being a pallbearer, the absence will not be charged against them for the day of the funeral.

67. An employee shall not be eligible for Holiday pay if such holiday falls during any one of the following:

A) A leave of absence, except as described in 66.B) above.

B) A work stoppage as a result of a labor dispute.

68. If an employee works on one of the above holidays, he will be paid time and one-half for all hours worked and in addition will receive Holiday pay as specified above. If employees are required for work on a holiday, they will be solicited in accordance with the overtime roster.
69. If a holiday falls during an employee's vacation period and he works the last scheduled day in the week before the vacation and the first scheduled day in the week after the vacation he shall receive an extra day of vacation with pay for the holiday or at the option of the Company, pay for a day in lieu thereof except as otherwise provided in paragraph 66.B) above. Four (4) hours work on the above days shall be considered a day worked for the application of this clause. If the holiday falls during a funeral leave, he will receive an additional day's pay in lieu of the holiday.

## ARTICLE IX GRIEVANCE PROCEDURE

70. To adequately provide for the settlement of disputes arising out of the administration of this contract a grievance procedure is hereby provided. A claim that the Company has violated some provision of this contract or failed to perform some obligation assumed under this contract is a grievance within the meaning of this contract. Formal grievances must be presented through union representation as provided in Steps 1, 2, 3 and pre-arbitration of the Grievance Procedure. This does not restrict employees from discussing day-to-day problems with their foreman or supervisor.
71. The following procedure will be adhered to in the handling of all disputes as defined in paragraph 70 above. If an employee is taken from his work position and out of his general work area by a Company representative for the

purpose of initiating progressive discipline he shall have the right to have his Section Steward present if he requests same. The Union Steward will initial copies of such written notice, if any, as evidence that he was present when it was administered.

A) Step 1 - Presentation of Grievance to immediate supervisor. The grievance shall be presented orally by the affected employee or by the affected employee and the steward to the immediate supervisor. Such grievances must be presented within ten (10) working days of their occurrence and in no case will any liability for restitution by the Company predate the presentation of the oral grievance. When a continuing alleged violation exists, the ten (10) day limitation will not apply as long as the alleged violation exists. If employees are improperly laid off or improperly recalled, restitution will be made to the date of the violation if a grievance is filed within fifteen (15) days of the violation.

1) If a grievance is filed later than fifteen (15) days after the violation, restitution will be to the date of filing. Payroll errors will be corrected when found. Should those involved be unable to settle the grievance by oral discussions, the grievance must be reduced to writing, signed by the aggrieved employee and the department steward, and presented to the immediate supervisor no later than the close of the next following work day. If a grievance is presented which involves more than fifteen (15) employees such a grievance will be presented with the signature of the steward only, and without the signature of the employees involved. This grievance will be assigned a number according to a numbering system agreed to by both the Company and the Union. The immediate supervisor will reply in writing within two (2) working days after receipt of the

written grievance. If grievances arise which involve general policies of divisions or departments rather than individuals or groups of employees such grievances may be presented without the signature of any employee other than the steward.

- B) Step 2 - Appeal to Department Manager. If the immediate supervisor's written reply to the grievance does not settle the dispute, the Union through the division Chief Steward may appeal to the Department Manager. This request must be made in writing within three (3) working days following the receipt of the immediate supervisor's written reply. This request must give the primary portion of contract violated and remedy sought. Upon receipt of this request the manager will schedule a meeting within two (2) working days to discuss the grievance. Those attending these meetings will include the Department Manager, immediate supervisor, and/or general foreman, the Labor Relations representative, the aggrieved employee, the department steward, and the division chief steward. If two (2) or more employees are filing the grievance, one (1) of the employees involved will be designated by the Union as their representative to participate in this stage of the grievance procedure. Within three (3) working days a written answer to the grievance will be submitted to the Division Chief Steward by the Company.
- C) Step 3 - Appeal to Division Manager. If a grievance still remains unsatisfied, the Union may appeal to the Division Manager by written notice within five (5) working days following receipt of the reply from the Company. Such grievances will be scheduled in the next meeting between the Division Manager or his designated representative and the Grievance Committee. At these meetings matters may be raised for discussion which concern employer-employee relationship, but are not

contractual issues. Such meetings will be normally scheduled two times per month, but more frequently, if necessary, with the Division Manager or his designated representative and the Plant Grievance Committee. The meetings will be scheduled for 1:30 p.m. and will end with the close of the regular eight (8) hour shift.

- 1) The committee will be limited to four (4) employees, the Union President, two Chief Stewards and the Recording Secretary; or five (5) if there are three (3) Chief Stewards. If additional information is needed in discussing a particular grievance, the committee may caucus with the witness. The Work Standards Steward may be called into the Step III meeting. The Business Manager and/or the International Representative of the Union and other management representatives, as necessary, shall participate in such meetings. Such meetings are to be held only if a request is made by the Union with the submission of an agenda of matters to be discussed at such a meeting.
  - 2) Within five (5) working days following such meetings, the Company will reply in writing to all issues raised in such meetings including final answers on Step 3 grievances.
- D) Pre-Arbitration Meeting - Appeal to Plant Manager. If a grievance still remains unresolved, the Union may appeal to the Plant Manager or his designated representative by written notice within thirty (30) days following receipt of a reply from Third Step by the Company. A meeting will be scheduled within five (5) working days of the appeal to the Pre-Arbitration meeting. Within five (5) working days following such meeting, the Plant Manager or his designated representative will reply in writing to all issues raised in such meetings including final answers on the grievances heard at the Pre-Arbitration meeting.

- 1) Those attending the Pre-Arbitration meeting will be the same as those attending the Step 3 meeting except either party may have in attendance two additional persons to assist in resolving the grievance.
72. It is understood and agreed that all time limits must be strictly adhered to in the processing of grievances, unless the Company and Union mutually agree in writing to extensions. It is further understood that failure on the part of the Union to submit grievances within the time limits specified, will automatically exclude them from any consideration. Should the management representative fail at any step in the grievance procedure to reply to a formal grievance within the prescribed time limit the Union will have the right to immediately process the grievance to the next step in the grievance procedure.
  73. Any dispute not settled in the above procedure may then be appealed to the Arbitration Procedure as provided for in ARTICLE X.
  74. It is agreed that time spent by Union Officials in the investigation of grievances shall be held to a minimum. When a Union Official is required to participate in a grievance during working hours he shall first obtain from his foreman an "Authorization Pass" and he must return this pass to his foreman when returning to his job. If it is necessary for any reason that he enter another department he must inform the foreman of the department of which he enters of the reason for his presence and that foreman must sign his "Authorization Pass" indicating the time when he enters and leaves the department. At the request of the Union any and all stewards will be supplied with pads of blank passes. Time spent during regular working hours by stewards or chief stewards in investigating and disposing of grievances will be paid for by the Company. When departments or groups of employees are scheduled for

overtime work and the Steward of such group or department is also scheduled for overtime the Steward shall be permitted to handle grievances whenever necessary during such overtime hours in accordance with the established grievance procedure. This is not to be construed as requiring the Company to necessarily schedule stewards on overtime basis nor does it require the Company to pay stewards for overtime work if they of their own volition work after their scheduled quitting time in the investigation or processing of grievances.

75. When a grievance is presented in accordance with the Grievance Procedure the Company will not attempt to settle the grievance with any employee or group of employees without the appropriate union representative or representatives being present.
76. If in the presentation of a grievance it is disclosed that additional witnesses are required the parties may by mutual consent call such witnesses.
77. Any grievance in which no employee is involved or any question of interpretation or application of this Agreement may be raised by the Union at the third step of the grievance procedure.
78. Prior to discharge, an employee shall be suspended for five (5) work days pending discharge. Both the employee involved and the appropriate Chief Steward shall be notified of the suspension and the employee will have an opportunity to see the appropriate Chief Steward before leaving the plant. The sole purpose of said five (5) day suspension period is to allow further investigation into the facts supporting the discharge. If no new evidence satisfactory to the Company is uncovered during said period, the discharge shall be effective. Both the Union and the employee will be so advised. Discharge shall be subject to the grievance and arbitration procedure.



79. Official notices of hires, rehires, transfers, rate changes, lay offs, any terminations will be made available daily to the appropriate chief steward. If said information to be submitted by the Company to the appropriate chief steward is incorrect, incomplete, or not provided, the ten (10) day limitation for filing grievances which such information would have revealed and the limitation of the Company's liability for restitution, shall not apply. When the information is corrected or supplied the grievance must be filed within ten (10) days and the restitution shall be the date of the violation.
80. The Company agrees that there will be no lockouts during the term of this contract. The Union agrees that there will not be any strike, sit-down, slowdown, work stoppage, mass absentee for concerted action, picketing, boycott or other form of action which results in delay, stoppage of work or production during the term of this Agreement. In the event that any employee or group of employees perform any of the acts prohibited by this section, such person or persons shall at the discretion of the Company, be considered as terminated or may be disciplined.
81. If in the Processing of a grievance a steward finds it necessary to confer with his Chief Steward in regard to the disposition of the grievance he shall be permitted to do so in accordance with the pass procedure. Such request for conference must be made by the section steward to his immediate supervisor who will make necessary arrangements.

## ARTICLE X ARBITRATION

82. A claim that the Company has violated some provision of this contract or failed to perform some obligation assumed under the contract is an arbitrable grievance within the meaning of this contract, provided that the grievance or claim has been fully processed through the grievance procedure as provided for under ARTICLE IX of this

agreement. Such grievances which are not disposed of in the pre-arbitration meeting of the grievance procedure as provided in ARTICLE IX of this contract shall be submitted to final and binding arbitration under the provisions and procedures of this Article, provided the union makes an appeal to arbitration and the parties jointly write for an arbitrator and request dates within thirty (30) calendar days after the date of the written decision given by the Company in the pre-arbitration meeting of the grievance procedure, or upon the expiration of the time limits for answering. Claims other than those defined above shall not be deemed arbitrable under this contract.

83. The Union will submit to the Plant Manager or his designee their request for arbitration along with a statement indicating the portion of the contract alleged to have been violated and a definition of the issue to be determined by the arbitrator. Upon the issuance of such intent, the parties shall jointly request from the Federal Mediation and Conciliation Service a list of seven (7) qualified arbitrators, all of whom are members of the National Academy of Arbitrators. After the receipt of said list, the parties shall strike names alternately, until one (1) name remains. The person whose name remains shall be appointed as the arbitrator. The parties will flip a coin to determine who goes first. Each party has the right to reject three (3) panels in each arbitration case. Should either party reject a panel, a new panel will be requested from the Federal Mediation and Conciliation Service and the above procedure will be followed until an arbitrator is chosen. The party requesting a new panel will pay the fee for having a new panel provided. The arbitrator shall not have the power to add to, to ignore, or to modify any of the terms and conditions of this contract. His decision shall not go beyond what is necessary for the interpretation and application of this contract or the obligation of the parties under this contract.

84. All costs of arbitration, including the arbitrator's fees and expenses, official transcripts and other incidental expenses will be shared equally by the two (2) parties.
- A) If either party withdraws a grievance or postpones a hearing prior to the time of the hearing or at the hearing, the party making such withdrawal or requesting such postponement will pay all costs incurred by said withdrawal or request including the arbitrator's fees and expenses, official transcripts, the cost of the meeting room and other incidental expenses.
  - B) If both parties mutually agree to withdraw a grievance or postpone a hearing they will share the cost of said withdrawal or postponement equally.
85. Time limits shall be strictly adhered to in the processing of grievances through the arbitration procedure. Failure of the Union to abide by such time limits shall automatically exclude the grievance from further consideration. Also, failure of the Union to advise the Company in writing at least fourteen (14) days prior to the scheduled hearing date of the specific grievance to be heard shall preclude the Union from presenting said grievance at the scheduled hearing.
86. In the application of the foregoing Arbitration procedure items included in Article II, Management Responsibility (paragraph 6), shall be excluded from the scope of arbitration as intended by the parties in this agreement and are matters subject only to management's complete control and judgment provided, however, that where there is a dispute as to whether a grievance falls within the scope of Article II the arbitrator will be empowered to make the decision.
87. An arbitrator under this agreement shall not have the right to substitute his judgment for the employer's in matters which are solely management's functions and rights under this contract.

88. The parties specifically veto recourse by arbitrators hereunder to such criteria as alleged practices of the industry or alleged industrial common law or alleged common law of the particular industry.
89. It shall be the duty of any arbitrator hearing arbitration cases under this agreement, to justify each award by written decision explaining the rationale of said award.
90. An arbitrator under this agreement shall have the authority to hear only one case on a single date.

## ARTICLE XI VACATIONS

91. Eligibility for vacations will be determined on the following basis:
  - A) One (1) week of vacation will be granted all hourly employees who have seniority of six (6) months as of May 1<sup>st</sup> of any year.
  - B) Two (2) weeks of vacation will be granted all hourly employees who have seniority of one (1) year or more as of May 1<sup>st</sup> of any year.
  - C) Employees whose services are terminated for any cause shall be paid for any full or fractional vacation to which they became eligible but did not receive prior to termination.
  - D) Earned vacation money as set forth herein will be paid to employees who are laid off, or are off duty on account of illness or other legal leave of absence or industrial injury or to the spouse or family of a deceased employee, where such employee has earned a vacation as established herein.
92. Vacation pay will be made in accordance with the following schedule:

- A) An employee who has seniority of six (6) months as of May 1<sup>st</sup> shall be entitled to vacation pay computed at 2% of his total gross earnings for the immediately preceding period of May 1<sup>st</sup> through April 30.
  - B) An employee who has seniority of one (1) year or more as of May 1<sup>st</sup> shall be entitled to vacation pay computed at 4% of his total gross earnings for the immediately preceding period of May 1<sup>st</sup> through April 30.
  - C) Vacation checks will be issued to employees the last scheduled work day prior to the vacation.
93. The vacation period will be scheduled by the Company within each Division. A minimum of two (2) weeks of such vacation will be between June 1<sup>st</sup> through August 31<sup>st</sup>. Where it is deemed advisable by the Company a plant shutdown may be scheduled for a period of two (2) weeks during which time all vacation will be scheduled except where employees may be required to work during such a shutdown. No employee may be required to work unless he has been notified not less than thirty (30) days in advance of the time when his vacation was originally scheduled. Employees who might be required to work will be permitted to schedule their vacations at some other time during the vacation period subject to management approval. Should the needs of the business require that some employees work through the entire scheduled vacation period, special arrangements may be made to permit these employees to take their vacations outside of the regular vacation period. If such arrangements cannot be made the Company agrees to pay such employees their full vacation pay in lieu of scheduling them for vacation. When a shutdown is scheduled for the vacation period, employees will be notified not less than forty-five (45) days in advance of such shutdown.

- A) If the entire classification within the department is not required to work during the shutdown, then the Company will ask for volunteers by seniority. Employees who volunteer for available work during the vacation period, in lieu of taking their vacation, will be selected by job classification seniority, from those actively within the classification needed, within the department where the work is to be performed within each division. If additional volunteers are needed, then
- 1) if thirty (30) days notice is given, the Company will force the least senior qualified in the department in the classification;
  - 2) if thirty (30) days notice cannot be given, employees will be solicited in seniority order on a volunteer basis from the qualified employees actively in the classification needed, within the affected Division.
- B) Employees who have not taken their vacation as of April 30, shall be permitted to do so if scheduled prior to the following June 15 and if approved by Management.
- C) In cases where employee's spouse also works for the Company, the Company will ensure that both employees are off one (1) week simultaneously for the purpose of vacation, provided that a minimum of thirty (30) days notice of such request is given prior to the vacation shutdown.

## ARTICLE XII LEAVES OF ABSENCE

94. Recognizing that conditions will sometimes require leaves of absence for employees the following provisions are made:
- A) To qualify for a leave of absence an employee must have established two (2) months or more of seniority with the Company except as noted in paragraph 94.E) below.

- B) Sickness or injury leaves of absence may be granted and will not be unreasonably withheld. An employee requesting a leave of absence must establish to the Company by medical evidence that he is incapacitated and unable to work. Such evidence must indicate the approximate duration of the incapacity and an initial leave of up to 60 days will be granted on this basis. Extensions for periods not to exceed 30 days will be granted upon presentation of satisfactory medical evidence immediately prior to the termination of the previously granted leave. The total continuous leave time which may be granted will not exceed one (1) year. In rare and unusual circumstances, longer leave may be granted at the discretion of the Company. Seniority will accumulate during periods of authorized leave. Employees on sick leave will pay the cost of insurance at the normal employee rate for no more than a three (3) month period, after which they will pay 50% of the current COBRA rate. After an employee has been on sick leave six (6) months, they will be responsible for payment of the full COBRA rate for their insurance until the leave terminates. For the purpose of this provision, an employee must be released and actually work at least ten (10) days before subsequent leaves are considered new leaves and the insurance payment schedule starts over.
- C) Maternity leave will be administered as any other sick leave. Employees will report this condition to the plant nurse no later than the end of the fourth (4th) month of pregnancy. The employee must submit a medical statement from her personal physician each thirty (30) days subsequent to the initial report attesting to her good health and ability to continue the normal duties of her job. If at any time the employee is unable to carry out her job assignment she may be directed to take her leave prior

to the date suggested by her physician. Seniority will accumulate during periods of authorized leave and employee will be permitted to resume work when released by her physician.

- D) Employees returning from sickness or injury or maternity leave must have release from their doctor permitting them to return to work. Such releases must be in writing and must be presented to the Personnel Department before they return to work. The Company further reserves the right to have such employees examined by the Company doctor before permitting them to work.
- E) Military leaves will be granted to employees entering the armed forces of the United States whether by enlistment or induction. Notwithstanding paragraph 94.A) above, military leaves will be granted probationary employees. Request for leave will indicate length of initial tour of duty. The maximum length of leave covered under this article shall be six (6) years. An employee who enlists for or is drafted for a shorter length of service would only be covered for the initial period of service and would not be covered should he/she re-enlist.
  - 1) Employees will be required upon return from such leave to furnish satisfactory evidence that they have been in military service during this period and have been honorably discharged from service. Probationary employees will be required to complete their probationary period and upon completion of same their seniority will date from their original hire date. Such employees must make application for reemployment within ninety (90) days of their release from military service. They shall be reinstated to their full seniority which will have accumulated during the period of their leave.



- F) A leave of absence may be granted for personal reasons of extenuating circumstances, the length of such leave not to exceed thirty (30) days during any twelve (12) month period. All requests for personal leave of absence shall be made in writing to the Personnel Department not less than seven (7) days where possible prior to the beginning of the leave period. Such leaves will be granted at the discretion of the Company. Seniority will accumulate during the leave of absence. Such leaves may at the discretion of the Company be renewed for like cause.
- G) Any employee elected or appointed to an office in or as a delegate to any labor activity of the Union necessitating a leave of absence shall be granted such leave upon proper notification from the Union. Such leave will terminate with the expiration of the term of office or assignment. Requests for such leaves must be made in writing to the Personnel Department seven (7) days prior to the beginning of the leave period. Seniority shall accumulate during the leave of absence. Employees taking such a leave will be responsible to pay the full COBRA rate for their insurance they retain while on leave.
- H) Servicemen entitled to training under the GI Bill may be granted a leave of absence not to exceed forty-eight (48) months for such training. Such leave is not to include full time employment for another employer. Seniority will accumulate during such leave.
- I) An hourly paid employee with continuity of service shall, in the event of death in their immediate family be paid up, to three (3) eight (8) hour days for actual work missed immediately preceding or following the date of the funeral (excluding Saturdays, Sundays, holidays, shutdowns, temporary lay off, and vacations). However, if the employee chooses to work any or all of his bereavement

period, he will still receive his full bereavement pay (in this case, the bereavement pay will not be considered as time worked for the calculation of overtime hours) plus his additional wages for time worked. Payment shall be made at the employee's straight time rate (excluding shift or overtime premiums). Satisfactory proof of death and relationship must be submitted by the employee to the Personnel Department. Additional personal time off shall be without pay. Immediate family for purposes of this section shall be the same as defined in paragraph 66.B)4) above.

95. Upon the termination of any leave of absence for any reason in accordance with the terms outlined above the Company will have a period not to exceed seven (7) days following application from the employee to return to work during which time arrangements will be made to assign such employees to suitable work. The seven (7) day period shall begin following receipt by the Personnel Office of written notification from the employee giving date he wishes to return. Employees returning from sickness and/or injury leaves must present a medical release prior to returning to work.
- A) A leave will automatically end at the time an employee on leave would otherwise be laid off based on their seniority. At the time the employee is to be recalled to work, if the reason for the leave still applies, that employee will submit evidence that the leave is still necessary and they will be placed back on leave status.
96. Leaves of absence will be granted for jury duty. Such employees shall receive make-up for the difference between earnings received and eight (8) hour straight time pay for each day they would have been eligible to work during such period. Seniority will accumulate during such leave. This applies to all shifts.

97. Members of the National Guard or of reserve military units which conduct summer encampments or cruises will be excused for such duty not to exceed two (2) weeks in any year and will receive make-up for the difference between earnings received from the government exclusive of travel pay and eight (8) hours straight time pay for each day they would have been eligible to work during such a period.
98. Employees absent because of compensable injuries or disease will be granted a leave during such period unless they are totally and permanently disabled to such a degree that they can never return to employment. Seniority will accumulate during such leave.
99. When necessary a leave of absence not to exceed sixteen (16) weeks will be granted an employee who desires to adopt a child in accordance with adoption rules and regulations of State and Federal Agencies. Seniority will accumulate during such leave. Employees taking such leave will pay the full cost of insurance. If such leaves qualify as FMLA, then the employee will pay the employee cost for insurance for the duration of the FMLA status of the leave. Non-FMLA leaves of this nature are subject to management's approval and the employee will pay the full COBRA rate for their insurance plans.
100. No leave of absence shall be granted to engage in or accept other employment except as specified in paragraph 94.H) above.
101. A leave of absence, without pay, will be granted without loss of seniority to an employee to serve in an appointive or elective public office. Such leave of absence will be for one (1) term of office. The employee will continue to accumulate seniority throughout the leave of absence and will be returned to work upon expiration of such leave of absence in accordance with paragraph 95 above. Employees taking

such a leave will be responsible to pay the full COBRA rate for their insurance they retain while on leave.

### ARTICLE XIII GENERAL

102. The Company will provide bulletin boards which will be used exclusively for the posting of Union notices, six (6) bulletin boards in Five Rivers Electronic Innovations, LLC and one (1) each in Creative Molding, LLC and Distribution Services, LLC. The parties may consider additional bulletin boards on a meet and confer basis. Such notices must be approved by the Director of Human Resources or his designated representative and will be placed on the board by the personnel department. It is understood that such notices will be automatically approved unless they are of controversial nature. These bulletin boards will be labeled "Local 796, IUE/CWA, AFL-CIO."
103. The Company will provide two (2) rest periods during the course of each regular eight (8) hour shift. The first rest period will be provided during the first four (4) hours of the shift and will be of ten (10) minute duration. The second period will be during the last four straight time hours and will be of ten (10) minute duration. The Company reserves the right to determine the time when such rest periods are allowed.
104. The Company will from time to time issue Rules and Regulations for the maintenance of orderly conditions on plant property. These rules or their application will not be unfair or of a discriminatory nature, or will they conflict with the terms of this agreement.
105. In the interest of protecting the health of its employees the Company may, when it is deemed necessary, require Physical Examination of any employee by the Company Doctor. Such examinations will in all cases be at Company expense. In the event of a dispute arising as a result of such

examination, the dispute shall be subject to the grievance and arbitration procedure.

106. The Company agrees to pay the cost of printing a sufficient supply of copies of the Contract to make them available to all employees. The contract will be printed as a pocket size book with large print.
107. Adequate washing and toilet facilities shall be provided by the Company for all employees. Precautions to protect the health and safety of employees shall, as far as practical, be taken at all times by the Company. Employees shall observe all rules of the Company relative to the above.
108. The Company shall furnish, free of cost to the employees, all tools, equipment and special clothing or articles necessary to perform the required work in a safe and efficient manner. Employees will be responsible for the safekeeping of tools issued to them and will be required to return them upon request or to reimburse the Company for the cost of the tools if they are unable to return them. This shall not include personal tools customarily provided for themselves by machinists, tool and die workers, carpenters and electricians.
109. Should any portion of this agreement be determined through appropriate legal processes to be contrary to any state or federal law, that portion so found will be regarded as invalid and the balance of that article and all other articles of this contract will continue in full force and effect.
110. The parties agree that memoranda and supplementary agreements predating the signing of this Agreement shall not be binding on the parties unless resigned and redated to conform to the effective dates of the Agreement.
111. It is recognized by the parties that the Company is a day work shop and consistent with this, the principle of a fair day's work for a fair day's pay is recognized by both parties

to this contract. It is further recognized by the parties that in establishing time values and in measuring a fair day's work the Company will adhere to this principle.

- A) The institution of new occupations, changes in occupation elements, the establishment of standard hours and the time they shall be put into effect shall all be determined by the Company. If an employee feels that the workload is unfair or inequitable, the employee may file a grievance as provided for in the grievance procedure and it shall be processed as herein provided, except that at the first step of the procedure a Company engineer will review the data relevant to the dispute with the employee, a local union official designated to handle such disputes, and the foreman.
  - B) The designated union official shall have made available all data pertaining to the dispute for use within the Industrial Engineering Department. In addition, copies of data relevant to the operation in dispute will be made available to this designated union official for use in the grievance and arbitration procedure as needed. It is recognized such information is Company proprietary and must not be copied without the permission of Management and must be returned to the Company when the dispute is resolved.
112. The Union President shall be allowed to appoint three (3) Bargaining Unit employees to the Plant Safety Committee. The term of these Appointees shall be the same as other members - one (1) year and at the end of their term they will be replaced with other similarly appointed Bargaining Unit Employees. All business and recommendations of the Plant Safety Committee shall be handled with the assistance of plant management and any other company employees to find, report, recommend and correct safety problems.

- A) Should the Bargaining Unit Appointee resign from the Safety Committee before completing his/her term, the Union President will appoint a replacement.
- B) The Union President will be allowed to replace the Bargaining Unit Appointee.
- C) The term of all Safety Committee members shall be limited to one (1) year. Recommendations will be considered to allow members who wish and who have served well to extend for an additional term.

**ARTICLE XIV  
INSURANCE**

113. The Company will make available the negotiated health insurance plan to its full time active employees in the Company. The company will provide \$16,000 of term life insurance for each eligible employee. Disability benefits will provide one hundred and forty (\$140.00) dollars per week for twenty-six (26) weeks; from the first (1st) day of accident or hospitalization or from the eighth (8th) day of illness, under the provisions of the policy agreement. Eligible employees must have completed sixty (60) calendar days of employment since their last hire date.

114. Employee weekly contributions for the life of the Agreement for health insurance, life insurance, and disability insurance are as follows:

Health Employee Only.....	\$17.50
Health Employee + 1 .....	\$27.50
Health Employee + 2 or More.....	\$37.50
Disability .....	Actual Cost (\$5/week max.)
Life Insurance.....	No Cost

115. Employees eligible for extended insurance must pay the extended premium not later than thirty (30) calendar days from last day worked. Subsequent premium payments must be made prior to the expiration date. If insurance coverage

is not kept in effect by payment of premium, it will be reinstated automatically on the day employee returns to work.

## **ARTICLE XV ALLOCATION OF STEWARDS**

116. There shall be two (2) Chief Stewards assigned for Five Rivers Industrial Complex and same shall serve in areas designated by the Union so long as they are assigned to non-overlapping geographical and functional divisions and the bargaining unit of employment of the companies is in excess of 700. There shall be one (1) Chief Steward on second or third shift to serve in areas designated by the Union.
117. There shall be a maximum ratio of one (1) steward for each sixty-five (65) employees within the bargaining group. Both Chief Steward and Section Steward will be included in computing this ratio.
118. The Union will determine the number and allocations of stewards up to the maximum ratio and will advise the Company in writing what employees are serving as stewards and the areas which each are servicing. Changes may be made in the steward listing as required and the Union will advise the Company in writing of such changes. The Company will recognize as Stewards only those employees concerning whom official notification has been given by the Union.
119. The Union agrees that while they will determine the area of jurisdiction of each steward they will not assign a disproportionately large number of stewards to any area or work group.

## **ARTICLE XVI REWORK OPERATIONS**

120. Rework shall include the doing over of work previously performed by employees of Five Rivers Electronic



Innovations, LLC, whether due to model change, engineering change, faulty workmanship, or schedule change, excluding only work normally done by repair classifications and rework mechanics.

121. Such work will be performed by whatever bargaining unit employees Management shall assign to such work and they will receive the rate of pay of the classification for which they are currently classified when assigned to work. Employees working outside their regularly assigned classifications will be subject to displacement by the most senior employees currently in the classification affected by a temporary layoff.
122. In case of temporary layoffs in the division when rework is to be performed, the oldest employees actively in the classification who are subject to such temporary layoff will be assigned to the rework. However, no employees who are engaged in a rework assignment at the time a temporary layoff occurs will be displaced by other employees subject to such temporary layoff except that senior employees actively in the classification from a given department may displace employees from the same department and further, except that employees, if any, assigned to the departments currently producing the items being reworked shall be eligible to displace employees from their own department or other departments.
123. When overtime is required for the performance of rework, every effort will be made to distribute such overtime as equally as practical among the employees actively in the classification within the division except that employees, if any, assigned to the departments currently producing the item to be reworked shall be eligible for such overtime before employees of other departments within the division. All overtime performed on rework basis shall be charged to individual employees as being worked in their own classification and their own department for distribution purposes of the Labor Agreement.

124. The above provisions shall be applied to employees within a particular plant but in the event of a more than one plant operation, said plants shall not be combined for application of this Article.
125. Non-production departments are not covered by this language for rework operations.

## ARTICLE XVII PILOT RUN OPERATIONS

126. When a pilot run is to be made, the Union Chief Steward of the area involved will be advised as to quantity, model and release date.
127. A maximum of one hundred (100) pieces of any given instrument will be run at any one time. It is understood, should the first run necessitate radical changes or even a number of minor changes, Management reserves the right to produce a second "pilot run" of the same instrument if deemed necessary.
128. "Pilot run" work is recognized as non-bargaining unit work and may be performed in part or entirely by non-unit personnel. Assignment of bargaining unit personnel to such work will be optional with the individual employee. If bargaining unit employees accept pilot run assignments and should overtime be involved, same will be credited to the employee's overtime account.
129. Management shall assign available employees, unit or non-unit, to such work and they will receive the rate of pay of the classification for which they are currently classified when assigned to the work. Such assignment shall not conflict with paragraph 128 above.
130. Many "pilot runs" may be built in the Industrial Engineering office; however, the Company is in no way production-wise restricted in location, time, product, quantity, personnel used,

or in any other manner, except as hereby specifically agreed.

131. When an assembly position for pilot run is assigned a bargaining unit employee, said bargaining unit employee will continue to be assigned that particular position through balance of that particular pilot run. In case said employee is not available, Management may use anyone available, unit or non-unit.
132. The Company is also expected to have longer than pilot runs for the initial run of new products. The notification requirements of paragraph 126 above will be followed. This work will be performed with bargaining unit classifications and with a stabilized work force of the employees needed. New products will be blended into regular departments and divisions of the Company as soon as the product is established in the marketplace or within six (6) months, whichever is shorter.

**ARTICLE XVIII**  
**DURATION AND TERMINATION OF AGREEMENT**

133. This Agreement shall remain in full force and effect from June 21, 2003 through June 23, 2006, and shall thereafter be continued from year to year unless notification of termination, modification, or amendment is given by either party by certified mail at least sixty (60) days but not more than seventy-five (75) days prior to June 23, 2006, or any annual expiration date of this Agreement thereafter. Upon receipt of such notice, a conference shall be held within fifteen (15) days for the purpose of negotiating an extension, renewal or modification of this Agreement.
134. It is also understood and agreed that the terms of this agreement constitute the final determination of all matters subject to collective bargaining between the parties for the entire term of their Agreement, and that neither party may raise any issues for collective bargaining other than in accordance with the procedure established in this Agreement without the written consent of the other party of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the 21<sup>st</sup> day of June, 2003

FOR THE COMPANY:


FOR THE UNION:

  
Tom Hooson, President & CEO

  
Janice Evans, President


  
Steve Wilson, Factory Manager

  
John Knight, Vice President

  
Jack Fisher, Director of Human Resources

  
Jynor Cole, Chief Steward

  
Eddie Cooper, H.R. Specialist

  
Brenda Sharpe, Chief Steward

  
Jeff Weintraub, Attorney

  
Charles Farnon, Chief Steward

  
Martha McGinnis, Recording Secretary

FOR THE INTERNATIONAL UNION

  
Michael J. Bindas, President, District Seven

  
Samuil L. Dorsey, Director of Collective Bargaining

  
Debbie Beeler, International Representative

**EXHIBIT A-1**  
**Hourly Job Classifications**  
**Five Rivers Electronic Innovations, LLC**  
**Radio, TV and Non-TV Electronics Division**

<b>Grade</b>	<b>Job Classification</b>	<b>Job Code</b>
4	Assembler	4001
5	Tube Loader	1002
	Chassis Test Handler	1009
	Console Mechanical Inspector	1407
	Console Mechanical Repair	1409
	Test, TV Chassis	2201
	Incoming Test and Inspection	2208
6	Group Leader, 2nd Class	202
	Group Leader Tube Loader	209
	Truck Driver (Local)	508
	Tube Jigger	1410
	Relief Operator-Instructor	2005
	Auto Insertion (S/U and Operate)	6008
	PTV Mirror Handler	7004
7	Group Leader, Receiving	212
	Group Leader, Stores & Warehouse	213
	Group Leader, Tube Jigger	214
	Material Handler	219
	Wire Stripper, S/U and Operate	1015
	Test, Final Console (Booth)	1502
	Group Leader, Automatic Insertion	7002
8	Group Leader, Booth Test	208
	Group Leader, Wire Set Up & Operate	220
	Data Entry Operator	500
	Solder Pot Attendant	1018
	Specialty Electronics Operator	1100
	Cabinet Repair, 1st Class	1206
	Incoming Mechanical Inspector	1511

<b>Grade</b>	<b>Job Classification</b>	<b>Job Code</b>
9	Hourly Team Leader Chassis	230
	Hourly Team Leader Final	240
	Truck Driver (Semi)	509
	Patcher, Color and Finish	1307
10	Repairman, 1st Class	1504
	Incoming Electrical Inspection	1512
11	High Definition Repair	1505

**EXHIBIT A-2**  
**Hourly Job Classifications**  
**Creative Molding LLC**  
**Plastics Division**

<b>Grade</b>	<b>Job Classification</b>	<b>Job Code</b>
7	Plastics Operator	3002
	Plastics Material Handler	3008
	Plastics Mixer/Grinder	3009
9	Plastics Maintenance Helper	3001

**EXHIBIT A-3**  
**Hourly Job Classifications**  
**Distribution Services, LLC**  
**Warehouse Division**

<b>Grade</b>	<b>Job Classification</b>	<b>Job Code</b>
4	Assembler	4001
6	Shipper	504
7	Group Leader, Shipping	211
9	Truck Driver (Semi)	509

EXHIBIT A-4  
 Hourly Job Classifications  
 Five Rivers Electronic Innovations, LLC  
 Maintenance Division

<u>Grade</u>	<u>Job Classification</u>	<u>Job Code</u>
4	Occupancy Attendant	302
5	Trades Helper	403
6	Group Leader-Cardboard Disposal	217
7	Baler-Shredder, S/U and Operate	419
	Truck Driver-Containerized	421
8	Maintenance Supply Clerk	216
	Carpenter	404
9	Millwright	408
	Jig & Fixture, Maintenance	409
10	Vehicle Mechanic	430
11	Electrician, 1st Class	401
	Maintenance Machinist	406
12	Tool & Die Maker	1201
	Electro-Mechanical Technician	1203

EXHIBIT A-5  
 Hourly Job Classifications  
 Five Rivers Electronic Innovations, LLC  
 Cabinet Division

<u>Grade</u>	<u>Job Classification</u>	<u>Job Code</u>
1	Cabinet Assembler	1001
2	Cabinet Material Handler	1000
3	Cabinet Group Leader	1003

**EXHIBIT B-1**  
**WAGE RATE SCHEDULE**  
**EFFECTIVE JUNE 21, 2003 THRU JUNE 20, 2004**

Grade	Base	1 Month	3 Months	5 Months	7 Months	9 Months	11 Months	13 Months	15 Months
1	9.00	9.22	9.27	9.40					
2	9.23	9.41	9.51	9.60					
3	9.46	9.67	9.75	9.85	9.85	9.93	10.05	10.15	
4	9.67	9.89	10.04	10.27					
5	9.79	9.96	10.20	10.44					
6	9.89	10.10	10.28	10.52	10.60				
7	9.98	10.21	10.44	10.64	10.73	10.84			
8	10.25	10.36	10.53	10.73	10.92	11.01			
9	11.01	11.19	11.28	11.40	11.51	11.64	11.64	11.72	11.88
10	11.28	11.40	11.51	11.64	11.64	11.72	11.72	11.96	12.09
11	11.51	11.64	11.72	11.88	11.88	11.96	11.96	12.09	12.32
12	14.31	14.46	14.61	14.76	14.76	14.89	15.10	15.27	15.52



**EXHIBIT B-2  
WAGE RATE SCHEDULE  
EFFECTIVE JUNE 21, 2004 THRU JUNE 20, 2005**

Grade	Base	1 Month	3 Months	5 Months	7 Months	9 Months	11 Months	13 Months	15 Months
1	9.27	9.50	9.55	9.68					
2	9.51	9.69	9.80	9.89					
3	9.74	9.96	10.04	10.15	10.15	10.23	10.35	10.45	
4	9.96	10.19	10.34	10.58					
5	10.08	10.26	10.51	10.75					
6	10.19	10.40	10.59	10.84	10.92				
7	10.28	10.52	10.75	10.96	11.05	11.17			
8	10.56	10.67	10.85	11.05	11.25	11.34			
9	11.34	11.53	11.62	11.74	11.86	11.99	11.99	12.07	12.24
10	11.62	11.74	11.86	11.99	11.99	12.07	12.07	12.32	12.45
11	11.86	11.99	12.07	12.24	12.24	12.32	12.32	12.45	12.69
12	14.74	14.89	15.05	15.20	15.20	15.34	15.55	15.73	15.99

**EXHIBIT B-3  
WAGE RATE SCHEDULE  
EFFECTIVE JUNE 21, 2005 THRU JUNE 23, 2006**

Grade	Base	1 Month	3 Months	5 Months	7 Months	9 Months	11 Months	13 Months	15 Months
1	9.55	9.79	9.84	9.97					
2	9.80	9.98	10.09	10.19					
3	10.03	10.26	10.34	10.45	10.45	10.54	10.66	10.76	
4	10.26	10.50	10.65	10.90					
5	10.38	10.57	10.83	11.07					
6	10.50	10.71	10.91	11.17	11.25				
7	10.59	10.84	11.07	11.29	11.38	11.51			
8	10.88	10.99	11.18	11.38	11.59	11.68			
9	11.68	11.88	11.97	12.09	12.22	12.35	12.35	12.43	12.61
10	11.97	12.09	12.22	12.35	12.35	12.43	12.43	12.69	12.82
11	12.22	12.35	12.43	12.61	12.61	12.69	12.69	12.82	13.07
12	15.18	15.34	15.50	15.66	15.66	15.80	16.02	16.20	16.47

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**EXHIBIT C**  
**UNION DUES AUTHORIZATION**

To Five Rivers Electronic Innovations, LLC, and its subsidiaries Creative Molding, LLC, and Distribution Services, LLC, EMPLOYER Greeneville, Tennessee

I hereby assign from my earnings now or hereafter payable to me from the Employer, to Local 796 of the IUE/CWA, the Industrial Division of Communication Workers of America, AFL-CIO, CLC (I.U.E./C.W.A.), a sum equal to Union membership dues and, if owing by me, an initiation fee, as certified to the Employer by the Local.

This Assignment and Authorization is voluntarily made in consideration of the costs of representation and collective bargaining and is not contingent upon my membership in the Local.

Pursuant to this assignment and irrespective of my present or future membership status in the Union, I authorize and direct you to deduct, while I am employed in the represented bargaining unit of the Employer, such a sum equal to membership dues and if owing by me, an initiation fee, as certified to the Employer by the Local.

Regardless of my membership status in the Local, this Assignment and Authorization shall be irrevocable from its effective date to the anniversary date of the signing of this card. I agree and direct that this Assignment and Authorization shall be automatically renewed, and shall be irrevocable for successive one-year periods from the anniversary date of the signing of this card. This Assignment and Authorization may be revoked by written notice by individual certified mail, given by me to the Employer and the Local, postmarked not more than fifteen (15) days immediately preceding the anniversary date of the signing of this card. This authorization will be automatically renewed to the next anniversary date if such notice is not received.

This Authorization and Assignment supersedes all previous Authorization and Assignments.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**EXHIBIT D**  
**MEDICAL DOWNGRADE AUTHORIZATION**

This is to certify that I, \_\_\_\_\_,

Social Security Number \_\_\_\_\_  
\_\_\_\_\_, request a Medical

Downgrade from the classification of \_\_\_\_\_  
\_\_\_\_\_.

I understand I will hold this upgraded seniority for a period of (1) one year from date of the doctor's statement submitted on this date and may return to the classification within this period of time, if released by the doctor, providing I have sufficient seniority.

After the (1) one year period, I relinquish the upgraded seniority and may return to the classification through the bid procedure only as outlined in the current Labor Agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

Original - Personnel  
Copies - Employee  
- Union

**EXHIBIT E**  
**REASONABLE SUSPICION TESTING\***

135. Grounds

- A) Reasonable suspicion testing may be based upon, among other things:
- B) Observable phenomena, such as direct observation or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol.
- C) A pattern of abnormal conduct or erratic behavior.
- D) Conviction for a drug-related or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
- E) Information provided either by reliable and credible sources or independently corroborated.
- F) Serious injury to the employee or another employee which results in lost time.

136. Procedures - If an employee is suspected of using drugs or alcohol at the work place or reports for work under the influence of drugs or alcohol, supervision is responsible for taking the following action:

- A) The supervisor will notify the appropriate steward or chief steward. If both are unavailable, the supervisor will call the representative designated by the Union.
- B) If medical personnel are on the premises, the supervisor must consult the Company nurse or Company doctor and relay all information, facts and circumstances leading to and supporting his suspicion to medical personnel. The supervisor and the Union official notified will then request that the employee accompany them to the nurse or doctor. The nurse or doctor will at that point conduct

their own medical investigation and determine if a drug/alcohol test is in order (e.g. it may not be if prescription drugs are in use). Should a test be deemed appropriate, the employee will be asked to sign a consent form and will be advised that a positive test outcome confirming the presence of drugs or alcohol will not necessarily result in discipline. For instance, an employee who tests positive may be referred to an organization for help (e.g. Alcoholics Anonymous). Employees, however, may face discipline up to and including discharge for repeated positive test results. Any employee who refuses to consent to a test under the aforementioned circumstances will be terminated for insubordination in accordance with Plant Rules.

- C) If medical personnel are not on the premises, the supervisor must notify the appropriate Union official and confer with a higher level of supervision and relay all information facts and circumstances leading to and supporting his suspicion to said higher level supervisor. When the higher level supervisor agrees with the supervisor's reasonable suspicion, both will then request that the employee accompany them and the Union official to a private office and review their suspicions with the employee. Based upon this discussion, supervision may decide that an appropriate drug or alcohol test is appropriate (e.g.; it may not be if prescription drugs are in use). Supervision will then request that the employee sign a consent form and accompany them to an appropriate testing site. At this point, the same rules regarding positive test results, repeat positive test results and refusal to consent to a test as outlined in paragraph 136.B) above apply.

137. Supervisory Training - Supervisors will be trained to address drug and alcohol use or abuse by employees, to recognize facts that give rise to a reasonable suspicion, and to

document facts and circumstances to support a finding of reasonable suspicion. Union officers, chief stewards and stewards will be invited to attend the same training. Failure to receive such training, however, shall not invalidate otherwise proper reasonable suspicion testing.

### 138. Testing Procedures

- A) Chain of Custody - The testing laboratory will ensure that a proper "chain of custody" is maintained throughout the testing process. Both parties will agree upon an appropriate testing site and testing laboratory.
- B) Privacy Assured - Should any individual be subject to urine testing under this policy, he/she shall be permitted to provide a urine specimen in private, and in a test room, stall or similar enclosure so that the employee is not observed while providing the sample. Collection site personnel of the same gender as the individual tested, however, may observe the individual provide the urine specimen when such personnel have reason to believe that the individual may alter or substitute the specimen to be provided.
- C) Test Results - Upon receipt, the Company will share the results of any test with the Union.
- D) If an employee undergoes a test and the test results are reported negative, the employee will be reimbursed for any and all lost time incurred.

139. Non-Discriminatory Impact - Both the Company and the Union agree that this program is not to be used to discriminate against or harass employees.

140. NOTE: This exhibit will be modified as necessary so that the Agreement will be in compliance with the 'Drug Free Workplace Program of Tennessee' (Tenn Statutes 50-9-101) so that the Company will receive all available relief from Worker's Compensation costs provided in the Act. The

regular testing of employees will be based upon Reasonable Suspicion Testing and not Random Sample Testing.



## CONSENT FORM FOR ALCOHOL, DRUG AND SUBSTANCE SCREENING

I hereby consent for the Company to collect blood, urine, hair, breath or saliva samples from me and to conduct other necessary medical tests to determine the presence or use of alcohol, drugs or controlled substances. Further, I give my consent for the release of the test results, and other relevant medical information to authorized Company management and union representatives for appropriate review. I also understand that, if I refuse to consent, I shall be terminated from employment.

AGREED TO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

REFUSED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Reasons for Refusal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F**  
**C.O.P.E. CHECKOFF**

The Company agrees to deduct and transmit to the Union officer so designated, the amount specified per week from the wages of those employees who voluntarily authorize such contributions, a "COPE Check Off". These deductions will be on forms provided for that purpose by the Union as shown below.

**AUTHORIZATION FOR ASSIGNMENT FOR CHECKOFF OF CONTRIBUTIONS  
TO IUE/CWA-CO**

\_\_\_\_\_  
Company Name

I hereby assign to IUE/CWA-COPE, from any wages earned or to be earned by me as your employee, the sum of (check one)

\$1.00     \$1.50     \$2.00     \$2.50     Other \$ \_\_\_\_\_

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to IUE/CWA-COPE at such times and in such manner as may be agreed upon between you and the union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to IUE/CWA-COPE are not conditions of membership in the union or of employment with the company, that I have the right to refuse to sign this authorization and contribute to IUE/CWA-COPE without any reprisal, and that IUE/CWA-COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, and that monies contributed to IUE/CWA-COPE constitute a voluntary contribution to a joint fund-raising effort by the IUE/CWA and AFL-CIO.

I also understand that the guidelines for contributions to IUE/CWA-COPE set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Local \_\_\_\_\_ Plant \_\_\_\_\_ Dept. \_\_\_\_\_

Dated \_\_\_\_\_ Social Security Number \_\_\_\_\_

Signature \_\_\_\_\_

IUE/CWA-COPE is an independent political committee created by the IUE/CWA. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities. Contributions or gifts to IUE/CWA-COPE are not deductible as charitable contributions for federal income tax purposes.

**APPENDIX I**  
**OUT-OF-DEPARTMENT OVERTIME GROUPS**

141. The following are the out-of-department overtime groups:

- A) Group #1 Final Assembly
  - 1) Final Lines
  - 2) SESA Rework and Repair
  - 3) Rework
  - 4) Pilot Runs (AMT)
  - 5) PTV Final Assembly
  - 6) Light Box Assembly (L01)
  
- B) Group #2 Board Assembly
  - 1) Board Lines (Build, Test, Chassis Repair and Auto Insertion)
  - 2) Sub-Assembly (S01)
  - 3) Wire Cutting (S02)
  - 4) Material Handlers
  - 5) IMI

**APPENDIX II**  
**IN-DEPARTMENT, WEEKEND OVERTIME**

142. For the purpose of distribution of weekend in-department overtime for on-line departments, the departments associated with each production process will be considered together to determine which shift is solicited for the weekend work. In the case of a "Flow Line" (Final and Chassis Lines are linked together by production requirements), the Final Assembly Area will determine which shift works the weekend overtime. The Final Line will keep a record of the hours worked by the entire process, for weekend distribution purposes.

143. The solicitation will be as follows:

- A) In-department solicitation for all departments in the flow process, on the flow process, on the entitled shift. The hours between the shifts will be kept as equal as practical. The overtime hours will be kept for the entire

process by the Final Assembly Area for distribution purposes of weekend overtime. Individual departments will also keep normal overtime records to divide overtime offered to only part of the department, on each shift, such as rework and pilot run.

B) When all employees in each department, on the shift solicited for the weekend overtime, are solicited and the overtime requirements are not met, the out-of-department procedure will be utilized.

1) Overtime - Between Shifts - Per agreement reached on 05/25/83, end-of-shift overtime during the week will be offered by shift - other shift will not be asked during the week. Saturdays will be used to attempt to equalize the overtime hours between shifts; i.e., the shift with low overtime hours will be offered the Saturday overtime.

144. This method will be used on all production lines with more than one shift. This will help to equalize the overtime between shifts.

145. The off-line departments will be solicited by having supervision solicit the low employee regardless of shift. This will assist in the equalization of overtime in-department with multiple shifts. The off-line departments are listed below.

ST1	Material Handlers
ST2	Material Handlers
S01	Sub-Assembly
AMT	Pilot Run
S02	Wire Cutting
	SESA Rework
464	Maintenance
474	Maintenance
480	Machine Shop
481	Jig & Fixture

522	IMI
571	Material Handlers
572	Material Handlers
573	Receiving Truck Drivers
590	Receiving
100	Shipping - All Classifications

146. There will be times when the need for overtime is not known until Friday. In such instances, the first shift will be solicited, regardless of which shift is low. It is hoped that this will not be a frequent occurrence and if it does happen, the low shift will be given the next opportunity to work the overtime. This procedure makes no changes in the contract language - only in the method used to solicit in-department overtime.
147. If any major problem needs to be addressed at any time, the two parties will discuss the problem as soon as possible. If resolution to the problem cannot be reached, the issue can be handled through the grievance procedure.

### APPENDIX III

#### LETTERS OF UNDERSTANDING

148. TEMPORARY UPGRADE TO SUPERVISORY POSITION - If an hourly employee works in a salaried position on a temporary basis and the work is performed on an overtime basis, the employee will be charged as having worked the hours within his current classification within his home department. This will prevent the problem of the employee getting two opportunities to work the overtime.
149. JOB BIDS - Based on our understanding in contract negotiations, if an employee bids on an opening and prior to being awarded the job withdraws his bid, he shall not be charged with a voluntary downgrade pursuant to paragraph 46.A) above of the Labor Agreement. If he withdraws his bid, after being awarded the job, however, he shall be charged with exercising his "voluntary downgrade" and shall

not be eligible to exercise his voluntary downgrade again for six (6) months.

150. JOINT LABOR MANAGEMENT COMMITTEE - During the course of the negotiations, the parties agreed to establish a Joint Labor-Management Committee on "change" which will undertake discussions on new ways, methods and ideas for the purpose of retaining existing jobs and work at the Greeneville plant. This Committee will also explore new ways to expand or improve the current work volume and/or work processes. Revision of contractual procedures consistent with these new operating concepts will be subject to local membership approval.

A) This Committee will be established as soon as possible following negotiations and will consist of Company Representatives, the Union Grievance Committee and employees from the area or department affected by the proposed change.

151. 401K PLAN - The Company agrees to create a 401K Plan for employees to allow them to make tax sheltered contributions and for the Company to make voluntary contributions at its discretion. In addition, the Company agrees that that they will match twenty-five percent (25%) of an employee's contributions, up to five percent (5%) of the contributing employee's gross earnings. The company will fund the plan with the matching contributions at least on a quarterly basis.

152. NEW MARKETS, PRODUCTS, AND BEING MORE COMPETITIVE - In the discussions and negotiations preceding the acquisition of Plant #3 from Philips, the Company expressed a need to enter into new markets with existing products and services, develop new products, and the necessity of generally being more competitive. It was agreed that although the specific language of Article II (paragraph 6 above) might not state it, the Company would

have the full rights needed to accomplish these objectives. Although unaffected by practices or informal understandings not actually a part of the contract, these rights would be limited by the specific terms of the Agreement between the parties. However, the Agreement can be modified or amended in writing, signed by designated representative of the Company and the appropriate Local or International Union officials.

153. PAYMENT FOR GRIEVANCE MEETINGS AND FORMS - Certain practices which exist regarding Company payments for grievance meetings between the Company and the Union Grievance Committee were discussed. These practices will be continued.

A) The Company also agreed to continue to furnish grievance forms, appeal forms, seniority rosters, pass books, dues deduction reports, time off forms, and hourly employee deduction forms.

154. JOB GRADE FIVE (5) THROUGH SEVEN (7) SELECTION - If an employee has selected a job classification in Grades 5-7 that has been eliminated due to technological or other changes, the employee will be allowed to select a previously held job (Grades 5-7) as their job of choice and would be entitled to that job per their seniority. (This option is in reference to paragraph 41.B) above, and can only be exercised in the event of a total job classification elimination.)

155. DISCIPLINARY LAYOFFS FOR OVERTIME MISSED (22 above) - In cases where employees miss scheduled overtime, the company will agree to have the facts reviewed by Human Resources, for the purpose of determining good cause. Employees may present any relevant documentation substantiating their absence and HR will make decisions based on the facts in each case. Employees that are found

to have missed scheduled overtime without good cause will be subject to one day disciplinary layoff.

156. IN-DEPARTMENT, WEEKEND OVERTIME (Appendix II, 142 above) – During contract negotiations, while the company could not agree to change the current overtime procedures for weekend overtime for on-line departments to include all shifts in the overtime solicitation process, the company does agree to the following steps in overtime solicitation for weekend overtime for on-line departments:
- A) Solicit employees on the entitled shift in the department where the work exists.
  - B) Secure employees from the out-of-department listing on the solicited shift.
  - C) While preserving its contractual right to then select any employee it chooses, the company's preference in selecting employees will be first from employees assigned to the department working overtime, on shifts not previously solicited.

This agreement in no way obligates the company to any overtime solicitation requirements beyond what the contract requires. It is simply a description of our intent to give preference to employees assigned to the department working overtime, on other shifts, after the contractual requirements have been met.

157. STEWARD STATUS IN CREATIVE MOLDING, LLC/DISTRIBUTION SERVICES, LLC – The Company agrees that the common labor grade in Creative Molding, LLC will be Grade 7 and in Distribution Services, LLC will be Grade 6. This agreement will allow stewards in those divisions to remain in their upgraded job instead of being laid off. This letter supersedes the second sentence in Article VI, paragraph 54.C) above for these divisions.



158. **LINE STARTUP TRAINING** – When a new line starts operation and employees assigned to the new line are needed to report to work early for training, they will be notified via their recall or transfer notice. Notice will include that their schedule has been changed and that they will be required to work their entire regular shift after completion of the early training hours.
159. **GRADE 4 REINSTATEMENT** - The company agreed that employees will have a 30 day window (June 23, 2003 -July 22, 2003) to reinstate labor grade 4. Laid off employees that reinstate labor grade 4 will be recalled to openings in line with their division seniority but will not be allowed to bump other employees as a result of the reinstatement. In order to be considered for labor grade 4 work, employees must sign a form reinstating labor grade 4 at least 15 days prior to the move. The company agrees that it will contact employees currently laid off to inform them of their right to reinstate grade 4.

**APPENDIX IV**  
**CREATIVE MOLDING, LLC**

160. **WORK WEEK** - Creative Molding, LLC may work a twelve (12)-hour shift consisting of 3-2-2-3 schedule. The shifts will be from 7:00 a.m. - 7:00 p.m. and 7:00 p.m. to 7:00 a.m. This schedule will provide seven (7) days a week, twenty-four (24) hours a day operation.
161. **JOB CLASSIFICATION**
- |         |                             |         |
|---------|-----------------------------|---------|
| A) 3002 | Plastics Operator           | Grade 7 |
| B) 3008 | Plastics Material Handler   | Grade 7 |
| C) 3009 | Plastics Mixer/Grinder      | Grade 7 |
| D) 3001 | Plastics Maintenance Helper | Grade 9 |
162. **LUNCH AND REST PERIODS** - Employees will be provided three (3) ten (10) minute break periods per shift with pay. In the event an employee works two (2) hours end-of-shift overtime, he/she will receive an additional ten (10) minute

break. Employees will receive a twenty (20) minute paid lunch period each shift.

163. WAGES - Employees will be paid for twelve (12) hours per shift. Due to the schedule rotation, employees will be scheduled to work three (3) or four (4) days alternately each week.

164. PAYMENT OF OVERTIME -

- A) One-and-one-half (1 1/2) pay for all hours in excess of forty (40) hours worked in any scheduled work week.
- B) One-and-one-half (1 1/2) pay for all hours worked on a scheduled holiday (plus holiday pay at straight time).
- C) One-and-one-half (1 1/2) pay for the first scheduled day off.
- D) Double time pay for the second or third scheduled day off.
- E) Double time pay for any hours worked in excess of twelve (12) hours in one scheduled work day.
- F) Saturday and Sunday are regular work days; no premium pay will be paid to employees who work these days as part of their regular shift.
- G) Article V, paragraph 31 above - The Company, whenever possible, will provide six (6) hours notice for daily overtime and one (1) day notice for overtime scheduled on employee's day off.
- H) If an employee is absent on one of his regularly scheduled shifts and later works on one of his scheduled days off, he will be paid the appropriate overtime rate as indicated.

## 165. HOLIDAY PAY

- A) Employees whose regular day off occurs on a holiday shall receive eight (8) hours holiday pay.
- B) Employees whose holiday falls on a scheduled work day will receive a regular day's pay (twelve (12) hours), plus one-and-one-half (1 1/2) pay for any hours worked on the holiday.

166. JURY DUTY - The Company will agree to pay for lost time in excess of payment made by the courts for jury duty. This is for lost work time only.

167. NATIONAL GUARD - The Company will continue to make up the difference in earnings for employees on Military Reserves or National Guard Duty as described in paragraph 97 above; however, any days off including weekend meetings will be counted toward the two-week annual maximum time off.

168. BEREAVEMENT PAY - If an employee misses a scheduled work day due to a bereavement, he/she will be paid a regular day's pay (twelve (12) hours). If one of the bereavement days occurs on an off shift, the employee would receive pay for eight (8) hours. The maximum days the Company will pay will be three (3) and depending on whether it is a scheduled work day or an unscheduled work day will determine the hours to be paid.

## 169. OTHER ISSUES

- A) Report-In Pay (Article V – paragraph 30 above) - Employees in Creative Molding, LLC will be paid six (6) hours report-in pay or provided six (6) hours work. All other provisions of this section remain unchanged.
- B) Call-In Pay (Article V – paragraph 33 above) - Employees in Creative Molding, LLC will be provided three (3) hours of work at double time or pay in lieu of.

- C) *Job Bids (Article VII) - The Company will post a notice in Creative Molding, LLC of upcoming job bids. Creative Molding, LLC employees would be allowed to come in on their days off and bid on these jobs. In the event it becomes necessary to bid a job quickly without such notice to Creative Molding, LLC employees, paragraph 45.D) above would provide them the added opportunities to bid on the jobs.*

170. GRIEVANCE PROCEDURE - Article IX - Grievance Procedure – paragraph 71.B) above - For Creative Molding, LLC, the Company will change three (3) working days to four (4) working days for appeal. We will also change the two (2) working days to three (3) working days for the Step II meeting to be scheduled by the Division Superintendent. Paragraph 71.C) above needs no change since there is already a five (5) day appeal period.

#### 171. GENERAL

- A) *Union Bulletin Boards - The Company will provide a bulletin board for Union announcements in Creative Molding LLC.*
- B) *Shop Stewards - The Union will advise the Company as to who the stewards will be in Creative Molding, LLC. There will be one steward for each shift: A, B, C, and D. The normal ratio found in paragraph 117 above of the Article XV, Allocation of Stewards shall not apply to Creative Molding, LLC.*
- C) *Union Time Off - The Company will pay for Union time off for grievance or other meetings for time actually scheduled; e.g., Step III meeting - one-half (1/2) day (4 hours), Step III or IV meeting - all day (8 hours). The affected Union official will always have the opportunity to complete the regular shift by working after the grievance or other meeting called by the Company.*

- D) Technical Machine - Set Up and Repair - All major set-up and change-overs, preventive maintenance, maintenance and paint mixing will be performed by salaried technicians.
- E) The salaried technicians employed in Creative Molding, LLC will not perform bargaining unit work in accordance with the terms of the current collective bargaining agreement.
- F) As covered by the current contract, employees who are subject to layoff from a division (Creative Molding, LLC or any other division) may bump to a position which they hold in another division.
- G) Bidders who enter Creative Molding, LLC to try the new shift schedule may exercise their rights under paragraph 46.A) above, to sign away the job.
- H) The Company is willing to consider rotation of shifts based upon the request of the Union Committee and/or the employees working in Creative Molding, LLC on/or after January 1, 1997.
- I) Bathrooms in Creative Molding, LLC will be cleaned and maintained by Five Rivers Electronic Innovations, LLC maintenance employees available on their shift. Employees who work in Creative Molding, LLC will be expected to keep their work areas and break areas clean. Five Rivers Electronic Innovations, LLC maintenance group will mop and wax break room floors.
- J) For the Creative Molding, LLC Maintenance Helper (Labor Grade 9), the Company will include on the bid posting that candidates must have mechanical aptitude. The Company will consider the bidders' representations regarding their mechanical aptitude during the interview. Successful bidders will be required to pass a pre-test before starting on the job.

- K) Paychecks will be distributed to employees working in Creative Molding, LLC on the same schedule as employees working in other divisions of the Greeneville plant.
  - L) The Company and the Union agree to discuss and work on the existing job rotation practices in Creative Molding Division in regard to ergonomic concerns.
172. VACATIONS - Creative Molding, LLC will follow the same vacation schedule as the production plant. Creative Molding, LLC may be shut down for four (4) weeks per year and employees in Creative Molding, LLC will be expected to take their vacation, if available, during those times.
173. COLOR PATCHING - Part of Creative Molding, LLC's molding and finishing process requires employees do some light sanding or buffing to plastic parts to remove splays, peaks, or scrapes before the part goes to finishing. This does not constitute color patching duties.

#### **APPENDIX V CABINET DIVISION**

174. Employees may transfer to the Cabinet Division from other divisions by signing a form within three (3) days after layoff requesting such transfer. Employees making such request will not bump into the Cabinet Division but will be transferred to the Cabinet Division after all current Cabinet Division employees are recalled from layoff and openings still exist. Employees transferring to the Cabinet Division shall bring their plant seniority from the other divisions.
175. Cabinet Division employees will not have seniority rights in the other divisions nor will the other divisions share seniority with the Cabinet Division. Layoffs, recalls, bids, promotions, and demotions will all be conducted within the Cabinet Division and the other divisions will not be affected. Likewise, when another division changes employment levels, the Cabinet Division will not be affected. Employees laid off

from the Cabinet Division will not be eligible for recall to the other divisions. Employees laid off from the other divisions will not be eligible for recall to the Cabinet Division, except for the one-time option in paragraph 174 above.

176. In the event the Cabinet Division shuts down, employees in that division will be allowed to exercise their seniority plant wide and move into other divisions where their seniority will allow.
177. One Union Steward will be allowed on each shift in the Cabinet Division. This steward(s) will not count in the number of stewards allowed for the other divisions as referenced in paragraph 117 above.
178. Employees in the Cabinet Division will have a one time option to bid into a different division. They can bid on jobs posted (Grades 5-12) in the other divisions. Cabinet Division bidders will be considered in line with their plant seniority on the bid. Employees that bid out of the Cabinet Division will not be allowed to move back into the Cabinet Division for any reason.
179. Employees in the Cabinet Division will receive upgrade pay of five cents (5¢) per hour, per labor grade while working in jobs outside of the Cabinet Division as stated in paragraph 63 above.