

K1631
1,062 workers

113 pgs.

AGREEMENT

between

**CHESTERFIELD PLANT AND
TECHNICAL CENTER
HONEYWELL INTERNATIONAL INC.
SPECIALTY MATERIALS**

and

**INDUSTRIAL AND ALLIED
WORKERS LOCAL UNION NO. 101**

Affiliated with

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND
HELPERS OF AMERICA**

For the Period:

May 15, 2002 thru May 14, 2005

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PREAMBLE

This Agreement *made and entered into* this 15th day of May, 2002, by and between *Honeywell International Inc., Specialty Materials, Chesterfield Plant and Technical Center*, hereinafter referred to as the *Company or Employer*, and *Local Union No. 101, Industrial and Allied Workers, City of Hopewell and Chesterfield County, Virginia*, affiliated with the *International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America*, hereinafter referred to as the *Union*.

WITNESSETH

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Company and the Union to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both, it is hereby agreed that:

ARTICLE 1

SCOPE OF AGREEMENT

Section 1. - Recognition - The Employer recognizes and acknowledges the Union as the exclusive bargaining representative for all hourly paid production and maintenance employees of the Company employed at its Chesterfield Plant (including the Technical Center), except restaurant employees, employees of the safety department, guards and watchmen and excluding executives, office and clerical employees, technical employees, chemists and research and salaried development employ-

ees, engineers and draftsmen, first aid employees, foremen and supervisors, and all other supervisory employees as defined in the Labor-Management Relations Act, of 1947, as amended.

Section 2. - Supervisory Personnel - At no time will any supervisor, foreman, salaried employee, or any other employee with supervisory authority be permitted to perform any work covered by this Agreement. However, it is understood that this provision shall not apply in cases of training or instruction, safety, emergency (defined as an act of God, major breakdown, or for reason of immediate continuity of operations during which time supervision will secure replacements) and for experimental work. Supervisory personnel shall not, however, perform work in such manner or to such extent as to displace any employees from their employment in their usual work or to defeat the overtime provisions of this Agreement.

If salaried employees work in violation of this Section and thereby displace any employee, the displaced employee will be compensated for the displacement, at two (2) times the employee's regular straight time hourly base rate.

It is mutually agreed that any formal First Step grievance alleging a violation of Article 1, Section 2, which is not settled at the First Step will be reduced to writing and proceed directly to the Third Step of the grievance procedure.

Section 3. - Union Cooperation - The Union recognizes the responsibilities placed upon it as the exclusive bargaining agent of the employees set forth above, and likewise recognizes that the Company, in order to provide maximum opportunity for continuing employment and

good working conditions, must be able to produce at the lowest cost, consistent and in accordance with, the provisions of this Agreement.

Section 4. - Management Function - It is recognized that all management functions shall be retained by the Company. These functions shall include but are not limited to full and exclusive control of: the management and operation of the plant, the direction of the working forces, the scheduling and determination of the means and manner of production, the introduction of new or improved methods or facilities, and the right to hire, train, suspend, discipline, discharge, promote, demote, transfer and lay-off employees and schedule and assign jobs. Such functions shall not be exercised contrary to the provisions of this Agreement. The intent of this Section is not to prevent the Union from exercising its rights under Article 7.

Section 5. - Transfer of Company Title or Interest - This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold or leased or taken over by sale or lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

The Employer shall give notice, with a copy to the Union, of the existence of this Agreement to any purchaser, lessee or assignee of the operation covered by this Agreement or any part thereof.

ARTICLE 2

UNION SECURITY

Section 1. In the event the Commonwealth of Virginia amends, modifies, or repeals its right-to-work law, the Employer agrees to meet and discuss with the Union its intent to comply.

Section 2. - Probationary Employees - A new employee shall work under the provisions of the Agreement, but shall be employed only on a ninety (90) calendar day trial basis, during which period the employee may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of discriminating against Union members. The grievance procedure provided by this Contract shall not be available for probationary employees as to seniority or disciplinary matters or discharge or release. After ninety (90) calendar days the employee shall be placed on the regular seniority list.

When a probationary employee, other than a temporary employee, is released by the Company due to lack of work prior to the expiration of such employee's probationary period and such released employee is re-employed on a date that falls within six (6) months of the employee's initial hire date, the Company intends to continue its present practice of adjusting the employee's second hire date in such a manner as to give the employee credit for the prior period of employment. The adjusted hire date will be calculated by advancing the date of second hire by the number of days covered by the first employment.

When such re-employment is in a different section, such adjustment in hire date will not be made until satisfactory completion of ninety (90) calendar days service in the new section.

The above procedure will apply in the same way to subsequent layoff and recall prior to completion of probationary period.

Temporary employees will not work overtime to deprive regular employees in the same job of overtime work. It is mutually agreed that as new hires are put through the Company's orientation program, a Local Union Business Agent will be given advance notice of the date and time of such orientation program so that the Local Business Agent may attend and talk to same new hires during the last fifteen (15) minutes of such program. The member of the Human Resources Department who conducts the orientation program may be present during the above mentioned fifteen (15) minute period but shall not participate in the Business Agent's portion of the program.

Section 3. - Checkoff - The Employer agrees to deduct from wages of all Union members the dues and initiation fees on a weekly basis and remit same to the Union monthly. The Union agrees to furnish the Employer with proper checkoff authorization cards duly signed by the employees. The Union agrees to indemnify the Company and save it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action, taken by the Company in reliance upon the authorizations and notices furnished to the Company as above provided.

The Company will deduct Union dues, as specified in Article 2, Section 3, from vacation checks paid for any week as vacation, which encompasses the week in which Union dues are normally deducted from employees at work.

ARTICLE 3

STEWARDS

The Employer recognizes the right of the Union to designate job Stewards and alternates.

The authority of job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the job Steward and/or alternate has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, without loss of time or pay during his or her regularly scheduled hours. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Any job Steward shall be permitted to leave his or her work within a reasonable time to investigate and adjust the grievance of any employee within his or her jurisdiction, after notification to his or her Supervisor.

When a new employee is hired, or an employee is transferred from one seniority section to another, the Foreman of the area in which the employee is put to work shall introduce the employee to the job Steward or alternate if there is no job Steward within five (5) days.

A "reasonable time" in which a Steward is to be released from his or her job is, unless abnormal circumstances warrant otherwise, defined as two (2) working hours.

An employee will be permitted to contact his Steward, a Steward will be permitted to contact an employee, and Stewards will be permitted to contact each other, in accordance with Item 1 above, provided each informs the Foreman that the employee has a grievance to discuss, names the person the employee wishes to see and tells the employee's Foreman where the meeting is to take place.

In the event a Steward has a grievance of his or her own, another Steward shall act as his or her Steward if requested.

ARTICLE 4

SENIORITY

Section 1. Seniority shall mean length of continuous service with the Company. Continuous service shall be broken only by any one or more of the following:

1. Discharge
2. Resignation
3. Layoff for a period of more than two (2) years in the case of any employee with seniority of more than ninety (90) calendar days, or layoff for a period of more than three (3) years in the case of any employee with seniority of more than ten (10) years.
4. Failure to report for work on or before the termination of an approved leave of absence.
5. Failure to report for work after a layoff within fifteen (15) days of notice by the Company to return mailed by certified mail to the employee's last address as shown on

the Company's records as furnished to it by the employee in writing.

6. Failure to comply with the provisions of Article 9, Section 2.

7. Absence due to illness or injury for more than two (2) years.

8. Failure to report reason for absence for five (5) consecutive days on which the employee was scheduled to work.

9. Employment with the Union.

Section 2. Seniority shall be the determining factor in matters affecting layoff, recall, promotion (including temporary promotion) and demotion, provided other factors of ability, training and physical fitness are substantially equal. The Employer will continue to include on each job posting the requirements for entrance to that job and any unsuccessful bidder who is senior to the successful bidder will on the employee's request be informed of the reason why the employee was not awarded the job.

If an employee has bid on or requested a specific job, and an opening has occurred in that job which the employee should have been given by seniority but has been denied by the Company, and that employee is then faced with rollback or layoff, the Company will, if there is a junior employee in that job, train the senior employee to enable the employee to hold a job at the same or a higher level of hourly pay. The decision as to what job the employee will be trained for will be made solely by the Company.

Section 3. Plant seniority shall be observed in the manner provided in Section 2 above on a plant wide basis in cases of layoff or recall from layoff and plant seniority shall be observed in the manner provided in Section 2 above, within each section in cases of promotion (including temporary promotion) and demotion. The sections shall be the following subdivisions of the plant:

Spinning Section

Fiber Conversion Section

Inspection Section

Nylon Recycle and Recovery Section

Polymer Section

Compounding Section

Maintenance Section

Services Section

Quality Systems & Laboratories Section

Warehouse and Shipping Section

Transportation and Labor Section

Research and Development Section

Nylon Application Research Section

High Performance Fibers Section

NOTE: An employee working Spinning, Fiber conversion or Inspection seniority section may request a transfer between these sections by making a written request in the Human Resources Department. Such request will be honored in accordance with Section 4 of this Article, as openings occur in the Helper or Utility classification in any one of the above mentioned seniority sections. A subsequent request will cancel any prior request.

When staffing Spinning, Inspection, and Fiber Conversion sections, limit transfer by request to these sections to one (1) per month. Additional staffing will be from other sections and/or new hires.

Section 4. Applications for transfer from one plant section to another will be received by the Human Resources Department and the Company must release for transfer at least one (1) employee every thirty (30) days per department as provided in Section 12 of this Article 4. Preference will be given such applicants in the manner set forth in Section 2, above. On the filling of job openings by transfer, notice will be posted of review of applications and applications not on file within five (5) days will not be considered. If an employee applies for a transfer and is accepted, the employee will be placed on the seniority list of the employee's new section the first Monday following the day the employee is accepted but the employee's trial period will not start until the employee's first day of work on the new job. If the employee fails to qualify within ninety-one (91) calendar days, the employee may return to the employee's former section without loss of seniority. The Company agrees to discuss the employee qualifications on the new job with the employee immediately prior to the expiration of the ninety-one (91) calendar day period.

An employee who bids for a transfer and is awarded the job, will be required to move to the job for which the employee has bid. An employee who bids for a transfer and is awarded the job will not be permitted to bid on subsequent transfers for a period of six (6) months after the

employee starts work on the new job except that: employees will not be permitted to bid on subsequent transfers for twelve (12) months after being awarded and starting work in a Spectra Technician job, for ten (10) months after being awarded and starting work in a Sintex Operator job, and for eighteen (18) months after being awarded and starting work in a Polymer Operator A or Polymer Operator B job. Such an employee may bid on any job created after the employee has bid on another job, without restriction.

An employee who bids on a job may cancel the bid at any time before being awarded the job, by presenting the cancellation in writing.

The Company will continue to award jobs to employees consistent with efficient plant operations and under the following conditions:

Job bids must be filed within the seven (7) days as listed on the posting. Late bids will not be considered.

All employees going on vacation and desiring a particular job can put in a vacation bid in case the job should be posted while on vacation.

Any employee who bids on or otherwise requests a different job, shift, or area, and whose bid or request is granted, will be required to give up already scheduled vacation unless supervision decides there is no conflict in the new job, shift, or area.

Section 5. An employee transferred to a job in another plant section will be paid the starting rate for the new job or a higher rate in the rate range in accordance with qualification by training in previous assignment to the job.

Section 6. During an employee's temporary promotion to a higher rated job, the employee will be paid in the rate range for such job in accordance with the employee's training on the job. Experience on the job during such temporary promotion will be counted as training for the purpose of advancement through the rate range to the top rate for the job.

If an employee is assigned to work unaided for more than one (1) hour in a shift in a higher rated classification, the employee shall be paid the higher rate of pay for the entire shift.

The Company will maintain records of an employee's work time during the employee's temporary promotions and temporary assignments to other jobs.

When the Company for its own convenience requests temporary assignment of an employee to a lower rated job the employee will be paid the employee's own rate.

Section 7. Long service employees who through physical disability are unable satisfactorily to perform their work, will be given preference for such light work as may be available, and their seniority rights shall not be impaired by assignment of such work. Long service employees will be defined as 10 years or more of service.

Section 8. If an employee is temporarily transferred or promoted out of the unit described in Article 1 of this Agreement, on or after October 15, 1969, and is thereafter reassigned to work back within said unit, it is understood that such employee shall accumulate no plant seniority during the employee's period of transfer or promotion. If

such employee does not return to a job classification covered by the Agreement within six (6) months (cumulative) from the time of the employee's temporary transfer or promotion, the employee shall forfeit all seniority. If such employee returns to the employee's job classification before the six (6) months (cumulative) period, the employee's plant seniority shall resume from the time at which it was stopped. If an employee is permanently transferred or promoted out of the unit, such employee shall immediately lose all seniority rights. For the purpose of this section "transfer" shall mean transfer to a supervisory or some other capacity outside of the bargaining unit covered by this Agreement.

Section 9. The Company shall maintain a seniority list (plant and section) which shall be available for inspection by duly authorized representatives of the Union upon request. Updated copies of these seniority lists will be posted every two (2) months in two (2) agreed locations and in addition shall be furnished to the Local Union.

Once a month, the Company shall furnish to a duly authorized representative of the Local Union a list of the employees hired during the preceding month.

Section 10. When a reduction in the working force is anticipated, the Company agrees to give employees at least five (5) scheduled working days notice before layoff except in such situations involving breakdowns or conditions beyond the control of the Company.

At the earliest possible time after such notification, the Company shall give the Union details concerning the number of persons to be laid off and the types of jobs being reduced.

Section 11. In the case of employees who will be or have been employed the same day, their respective seniority as between themselves will be determined by badge number, with the lower number denoting the greater seniority.

Section 12. Employees at Chesterfield Plant may apply for transfer to any section of the Technical Center in accordance with Article 4, Section 4 of this Agreement subject to the added requirements listed below:

A. Except as provided below one (1) employee from each of the sections listed below shall be transferred to the Technical Center every thirty (30) days, providing there are vacancies to be filled by job bidding.

However, no new employees will be hired for the Technical Center without giving qualified employees in the Chesterfield Plant opportunity to bid on said vacancies. Vacancies in the Technical Center shall be posted on appropriate bulletin boards at both locations (Chesterfield Plant and Technical Center).

During periods of layoff at the Chesterfield Plant, this requirement shall be suspended only in those sections, which are reducing their working force:

- Polymer
- Compounding
- Nylon Recycle and Recovery
- Spinning
- Fiber Conversion
- Inspection
- Services
- Maintenance

Warehouse and Shipping
Transportation and Labor
Quality Systems & Laboratories

Section 13. Future cross training within the Spinning section or within the Fiber Conversion section to qualify A operators in other A jobs and B operators in other B jobs will be provided as follows:

1. A transfer for such purpose will be made when a job opening exists and operations permit.
2. An employee to be considered for such transfer must have fully qualified and performed satisfactorily on the employee's A or B job and must have had on file in the Human Resources Office for at least ten (10) days previously an application or transfer to the specific job to be filled.
3. The most senior eligible employee, who so applies, whose transfer is consistent with efficient operation, will be transferred.
4. If the employee transferred fails to meet the requirements of the job satisfactorily, the employee will be assigned back to the employee's old job.
5. Upon transfer, the employee will move to the bottom of the rate structure on the new job (or to the position in the rate structure in which the employee's previous training on the job qualified the employee) and progress to the top of the rate.
6. This procedure is separate from the transfer system between seniority sections of the Plant provided for in Article 4 of this Contract.

7. This transfer system does not limit management's right to transfer employees in accordance with operation needs.

Section 14. - Reduction in Force Procedure - When a reduction in force occurs in one of the plant sections as defined in Section 3 of Article 4, the employee with the least seniority shall be displaced from that section. Having been so displaced, the employee may claim a job for which the employee has been qualified by prior training in other sections of the plant in which the employee has greater seniority than an employee holding such a job. Should the employee not be able to claim a job as outlined above, the employee may be placed in a job which, in the opinion of the Company, requires minimal training, and which is occupied by an employee with less seniority than the employee. Such jobs include the Helper classification and any job occupied by a probationary employee, except jobs occupied by probationary employees who had special skills or training when hired.

Should all of the above remedies fail, and the employee be faced with layoff from the plant, the employee may displace an employee in the section which the employee left or any other section in which the employee is qualified who has less seniority than the employee.

Section 15. This section is necessitated by the recognition of problems occurring as a result of layoff of employees in the Fiber Conversion section who have seniority in excess of that of certain other employees in a training status in the Quality Systems & Laboratories section. Realizing that employees vary in the ability to learn a new job, but in appreciation of the practical aspects of deter

mining "minimal training" in future applications of this sort, it is hereby agreed that the minimal training period for the job in Quality Systems & Laboratories shall be two (2) months. It is further agreed that employees who qualify for assignment to jobs in Quality Systems & Laboratories, must agree to remain in the new job in the Quality Systems & Laboratories section for the six (6) month training period required.

This section in no way alters Article 4, Section 4, of the current Agreement.

Section 16. When a reduction in force occurs as outlined in the Reduction in Force Procedure, an employee who has exhausted seniority in the employee's section may claim a job in Quality Systems & Laboratories under the following conditions:

1. Where fully qualified, the employee may claim the job of a fully qualified person with less plant seniority.
2. Where partially qualified, the employee may claim the job of a partially qualified person with less training and less plant seniority.
3. Any Quality Systems & Laboratories employee with less than two (2) months training.
4. Any probationary employee.

Section 17. – Temporary Assignment - When the Company for its own convenience (such as in the case of low work level) makes a temporary assignment of an employee to a job in a section other than the employee's own, these employees will not engage in overtime except to relieve a draft.

When a temporary assignment is given to a junior employee without the senior eligible employees having been given the opportunity to take the job, any training acquired by the junior employee during such temporary assignment will not be considered as a "qualification" under Article 4, Section 2, if and when a permanent opening in that job should develop.

A temporary assignment is defined as one which does not last more than 150 calendar days. If a temporary assignment lasts more than 150 calendar days, the opening will be re-posted at the end of 150 calendar days. Temporary Chief Service Operator and Temporary Trainer assignments will be posted and awarded for 150 calendar days and can be extended to twelve (12) months without re-posting.

Section 18. - Truck Driving Assignments

1. Overtime driving assignments will be given to regular drivers except where driving assignments are already in progress and are being carried out by someone who has been upgraded to the driver's rate, in which case the driver will be assigned only if additional trips after 1630 are involved. (An example would be the movement of materials to the barn from the plant warehouse. If an upgraded driver was engaged in such an assignment and expected to complete same within approximately one (1) hour, the employee would not be relieved. If an additional trip would be required, such employee would be relieved by a regular driver at 1630.)

2. Regular drivers will be given all out-of-town driving assignments unless all regular drivers on the day in ques-

tion are already engaged in driving assignments, in which case the senior qualified employee in the section will be upgraded to the driver's rate for the particular assignment.

3. Permanent promotions to the driver classification will be made in accordance with the seniority clause in the Contract from the Transportation and Labor seniority section.

4. On-plant driving assignments will be given to a regular driver except when all regular drivers are currently engaged in driving assignments.

5. It is agreed between the Company and Local Union that all truck driving work within the Hopewell-Petersburg-Richmond area now being performed by the Transportation and Labor Section and all truck driving work subsequently assigned to Transportation and Labor personnel shall be performed by the Transportation and Labor section. The Company may subcontract such work only when it does not have available equipment and/or drivers when such work is of a rush nature and requires immediate transportation.

6. The following job assignments in the Truck Driver job classification are considered to be "preferred" jobs on daylight and as such are subject to the terms and conditions of Article 4, Section 20 and Article 4, Section 21. The "preferred" job assignments are:

Chesterfield Plant Mail Run
Chesterfield Plant Stores Delivery
Tuesday thru Saturday Relief
Split Shift Miscellaneous

7. In the event that a Truck Driver, while in the performance of the employee's assigned duties, receives a fine solely because of faulty equipment which it was beyond the employee's responsibility to detect, the Company will reimburse the employee for the fine and any court costs. In the event that a Truck Driver, while in the performance of the employee's assigned duties, should lose the employee's driver's license solely because of incidents each of which was caused solely by faulty equipment which it was beyond the employee's responsibility to detect, the Company will maintain the employee's rate at least at the Truck Driver rate level.

Employees covered by this Collective Bargaining Agreement who are classified as truck drivers, fall under the requirements of the Department of Transportation (DOT). As such, all such rules and regulations as set forth by the DOT, including any and all changes to such rules and regulations as promulgated will be enforced by the Company.

It is understood that openings in the truck driver classification will be filled by employees working in the Transportation and Labor section as otherwise provided in Article 4, Section 2.

Section 19. - Short Work week - It is agreed that when the Company finds it feasible to meet a reduced work load within a department by reduction of the work week for the labor group involved, rather than by reduction of force Section 2 of Article 4 will not prevent the scheduling of such short work week in place of such force reduction if the short work week meets the wish of the majority of the

group involved as certified to the Company in writing by the Local Union. If in such case part of the group or the department is to remain on a full work week, employees may exercise their rights of seniority and qualifications under Art. 4 to transfer into the full work week schedule during such period. Before such a work week reduction the Company will estimate its duration, and the above procedure will be followed before extending further periods of short work week. This section is not intended to restrict the Company's right to reduce the force or the work week as it finds necessary for operating requirements, subject to the provisions of Article 4.

Section 20.

1. An employee's place on the vacation selection list is determined by the employee's plant seniority.
2. Requests for a preferred job within a department, defined as giving an employee better working hours or more money, are considered on the same basis as promotions under the terms of Article 4, Section 3.

In addition to "preferred job" as defined above, it is agreed that the following job assignments are considered to be "preferred jobs":

- the Process Control Spin Check assignment in Sintex
- the Jet Room assignment in Sintex
- the EPM assignment in Sintex
- the Beam Control assignment in Beaming
- the Spinning Operator in Spinning Building 6 and 26
- the Finish Operator in Spinning Building 6 and 26
- the Pot Room in Spinning Building 6 and 26

The Record Keeper assignment

The Upgrade/Technic Operator assignment in Sintex

The Multi-Craft Maintenance assignment at the
Technical Center

The Solvent Recovery Technician in Spectra

3. When seniority becomes a factor in a temporary transfer within a seniority section, or between seniority sections, plant seniority will be the type of seniority used.

4. When scheduling work on a holiday for employees who have less than five (5) days of work scheduled in the week in which the holiday occurs, qualified employees in the classification on the shift involved will be offered such work on the basis of low overtime hours at the time the work schedule for the holiday is prepared, and in accordance with Article 17, Section 8. If all qualified employees in the classification on the shift involved decline the assignment then the least senior of such employees will be scheduled to work the holiday. No hours will be charged as overtime in such case unless the employee works more than eight (8) hours.

Section 21. - Incumbency of Job Occupants - An incumbent is an employee who is permanently assigned to a job or is an employee who was permanently assigned to a job and who has been removed from such job through no fault or request of the employee's own.

1. In removing one (1) or more incumbents from a job because of layoff and/or rollback seniority will be used in accordance with the terms of the Agreement.

2. A junior incumbent who properly became an incumbent at the time of the employee's transfer, assignment or promotion, cannot be "bumped" by a senior employee except in case of a layoff and/or rollback and providing that the senior employee is also an incumbent in the same job, section and area.

3. A junior employee who is an incumbent will be removed from the employee's incumbency before a senior incumbent in the same job, section and area, in the event of a layoff and/or rollback from that job, regardless of the order in which the employees involved gained their incumbency.

4. An incumbent who is removed from the employee's job through no fault or request of the employee's own shall be returned to that job in that section and area when such job again becomes open before other employees are offered such job. Acceptance of an automatic promotion will be considered to be the same as requesting promotion.

5. As opportunities for day work arise in any skill in the Repairman classification,

Repairmen working in that skill who are shift workers will be transferred to such day work in order of their seniority. Repairmen who, prior to such opening have made a request to remain as shift workers, will remain on available shift work in accordance with their seniority.

Section 22. The Human Resource Office shall post the names of successful job bidders along with the job which they have gained and the successful bidder's plant senior-

ity date, within five (5) working days after the Human Resource Office is informed of the name of the successful bidder.

If a job, which had been posted, is not filled by a job bidder, this fact shall be posted as provided above.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 1. - Protection of Conditions - The Employer agrees that wages, hours of work, health and welfare and pension benefits, and overtime differentials shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

Section 2. - Riders and/or Memoranda to Agreement - All riders and/or memoranda of understanding supplemental to this Agreement must be negotiated and agreed to between the Local Union and the Employer and be reduced to writing to be effective.

Time spent on leave, in excess of forty-five (45) days, shall be excluded from the aforesaid twelve (12) month period. An employee who is issued a Disciplinary Transaction shall be given a copy of same and shall sign the Employer's copy thereof, signifying receipt of the employee's copy.

Section 3. A discharged or suspended employee must advise the employee's Local Union in writing, within three (3) scheduled working days, after being notified of such action against the employee, or the employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within seven (7) working days from the date of discharge or suspension.

The Employer and the Union shall attempt to settle the discharge or suspension in accordance with Step 3 of the grievance procedure as set forth in Article 7 of this Agreement within one (1) working day (Monday thru Friday, excluding holidays) after notice of appeal has been received. If the parties are unable to agree upon a solution, then the discharge or suspension shall be subject to the arbitration provisions of this Agreement, Article 7, Section 2.

Section 4. Any employee who is discharged or suspended, and is determined under the grievance procedure of this Agreement to have been unjustly discharged or suspended, shall be reinstated to the employee's job with no loss of seniority and other length of service rights and with such back pay, not exceeding time lost at straight time, as may be determined to be fair and just in the grievance procedure.

ARTICLE 9

LEAVE OF ABSENCE

Section 1. - Time Off for Union Activities - The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on Local Union business such as training programs or seminars, for no more than fifteen (15) calendar days, provided written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 2. - Personal Leave of Absence - Any employee desiring personal leave of absence from the employee's employment shall secure written permission from the Employer. The Employer agrees to apply their policy of granting or denying personal leaves of absence uniformly. The Employer will notify the Union of any denial of an employee's request for a leave of absence. Any dispute regarding this shall immediately proceed to Step 3 of the grievance procedure.

The maximum leave of absence shall be for thirty (30) days and must be extended for like periods. Permission for same must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision

own expense in the arbitration and will share equally the cost of the services of the arbitrator. The expense of witnesses shall be borne by the party by whom called. The decision of the arbitrator shall be final and binding on the parties. In the event the position of the Union is sustained, the arbitrator may provide for full, partial or no compensation.

(b) The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The arbitrator shall determine any questions of arbitrability.

The arbitrator shall have no power to add to, subtract from, or otherwise modify any of the terms of this Agreement or any other agreement supplemental hereto and shall have no power to establish or fix wage rates.

c) Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator within two (2) weeks after such award is received, either party has the right to take all legal and economic action to enforce compliance.

Either party may serve notice on the arbitrator, copy to the other party, requesting specific clarification of the interpretation and/or implementation of the award. The two (2) week period herein referred to will not start until receipt by the parties of final clarification. The arbitrator should make his or her decision and award within thirty (30) calendar days after receipt of post hearing briefs.

Section 3. The Local Union, or its authorized representative, who may be a Steward if so designated to the Labor

Relations Department by a Local Union Business Agent, shall have the right to examine time cards and any other records pertaining to the computation of compensation of any employee or employees whose pay is in dispute or records pertaining to a specific grievance.

Section 4. The procedures set forth herein may be invoked only by an authorized representative of the Employer and the Union.

ARTICLE 8

DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Company must notify the Local Union in writing of the reason for the discharge or suspension. Such written notice shall be mailed to the Union within three (3) working days of the suspension or discharge.

Section 2. An employee shall be on probation for twelve (12) months after receipt of a Disciplinary Transaction. The Company agrees that an employee who incurs no further discipline during the aforesaid twelve (12) month period shall automatically have all Disciplinary Transactions removed from the employee's file and destroyed.

Absentee discipline will be tracked separately from other discipline in accordance with the aforesaid twelve (12) month probationary period and will not keep other discipline active, nor will other discipline keep the employee absentee discipline active.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute arising out of the meaning, interpretation or application of the provisions of this Agreement.

Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1 - The aggrieved employee(s) must present the grievance to the job Steward who shall present it to the Foreman involved if available within five (5) working days (Note #1) after knowledge of the grievance was available or the reason for the grievance has occurred. The employee and Steward shall discuss the matter with the employee's Foreman and an earnest effort shall be made to resolve it. The Foreman shall answer the grievance within five (5) working days (Note #2) of such discussion.

Note #1: Five (5) days on which the employee was scheduled to work.

Note #2: Five (5) days on which the employee actually worked.

At First Step grievance meetings the discussion shall be limited to the Foreman involved. If an additional Foreman is needed as a witness to the proceedings of the First Step, he or she shall not participate in the discussion. Supervisors and/or Superintendents shall not attend First

ARTICLE 6

NEW EQUIPMENT, CLASSIFICATION OR OPERATIONS

When a new job is hereafter created or an existing job is significantly changed, the Union and the Company shall discuss the rate the Company proposes to pay.

If the Company and the Union fail to agree within five (5) calendar days, the rate proposed by the Company shall be put into effect. In not less than thirty (30) calendar days but no later than sixty (60) calendar days after the rate has been put into effect, either party may request review of the rate through the grievance procedure by filing a written grievance at Step 3 in accordance with Article 7. If it is decided as a result of such grievance that the rate of pay does not bear a reasonable relationship to the rates of pay of the other jobs in the plant, the Company shall revise the rate and, as so revised, it shall be retroactively effective to the date it was established. In the event of arbitration if it is decided a change has been made the Union and the Company shall mutually agree upon a revised rate. If the Company and the Union cannot agree upon a revised rate the last rate offered by the Company and the last rate offered by the Union shall be put before the original arbitrator and the Arbitrator will decide the appropriate rate to be paid. The rate shall be retroactively effective to the date it was established.

within five (5) calendar days of the Step 2 answer, with the Site Manager or designated representative(s) of the Company with authority to act upon such grievance or dispute. A decision must be made within five (5) calendar days.

The time limitations set out above will be binding upon both parties. Any grievances forfeited because of failure to comply with time limits shall not be used as precedents nor shall they be referenced in any other grievance or arbitration.

Nothing in this Section shall prohibit or restrain an employee(s) from taking up a grievance directly with the Company and obtaining a settlement thereof, provided that the settlement is not inconsistent with this Agreement and a representative of the Union is given an opportunity to be present when any grievance is settled in this matter.

Section 2. - Arbitration

(a) If no satisfactory settlement can be agreed upon in the above steps, then the parties shall select a mutually agreeable and impartial arbitrator within five (5) calendar days after the Step 3 decision. In the event they are unable to agree upon an arbitrator, the matter shall be referred to the Federal Mediation and Conciliation Services immediately. After the Federal Mediation and Conciliation Services submits a list of seven (7) arbitrators to the Company and the Union, the parties shall meet within five (5) calendar days and shall alternately strike a name until only one (1) name remains who shall be the impartial arbitrator. The striking sequence (the party making the first strike) shall be rotated between the parties. Each party will bear its

Step meetings except to testify if the employee or Steward so requests. If the Steward or employee is alone, he or she will meet with the Foreman involved only.

Step 2 - If satisfactory settlement is not reached in the above step, the job Steward and the employee shall submit the grievance in writing, which shall include the article and section allegedly violated and remedy requested, to the Employer's representative (department or section Supervisor) within five (5) working days (Note #3) of the answer in Step 1. The Steward, who may be accompanied by the employee, shall meet with the Employer's representative(s) to discuss the grievance within five (5) working days (Note #4). The answer shall be given within five (5) working days (Note #4) of such meeting.

Note #3: Five (5) days on which the employee was scheduled to work.

Note #4: Five (5) days on which the employee actually worked.

At Second Step grievance meetings the discussion shall be limited to the Supervisor involved. If the Foreman who held the First Step meeting is present he or she shall not participate except to testify. Superintendents shall not attend Second Step meetings except to testify if the employee or Steward so requests. If the Steward or employee is alone, he or she will meet with the Supervisor only.

Step 3 - If the matter is not resolved at the above step, the Business Representative(s) who may be accompanied by the Steward and/or the employee, shall take up the matter

Spouse and Child or Children, shall be \$1.75 per month for Dependent Spouse only and shall be \$1.05 per month for Dependent Child or Children only. Each employee who elects to take Dependent Life Insurance coverage must cover all eligible Dependents.

ARTICLE 24

PENSIONS

The Union and Company agree to the Hourly Employee Pension Plan, which was negotiated to be effective May 15, 2002, for the period through May 14, 2005.

ARTICLE 25

FUNERAL LEAVE

In case of death in the immediate family of an employee, the employee shall be granted a leave of absence for bereavement or to attend the funeral, with pay at the employee's straight time hourly rate of pay for time necessarily lost, up to a maximum of four (4) days (including part days at the beginning and end of such leave) at the employee's straight time hourly rate or up to a maximum of five (5) days leave in the event of the death of a spouse or children. Such leave may be taken during a period ending with the third (3rd) day following the date of the funeral. Immediate family shall mean employee's spouse, children, brothers, sisters, parents, stepparents, grandparents, spouse's parents, brother-in-law, sister-in-law, grandchildren, stepchildren, guardian, son-in-law, daughter-in-law, spouse's grandparents, and any relative in the employee's household.

Pre-Tax Medical Contributions — The Company will, through a payroll deduction plan, enable its employees at the Chesterfield Plant and the Technical Center to contribute to the CIGNA Health Care Connection or Aetna on a pre-tax basis. The Plan is intended to qualify under the provisions of Section 125D of the Internal Revenue Code. As a result, employees will use pre-tax dollars to pay their contribution to the CIGNA Health Care Connection or Aetna. The Company will reduce their pre-tax pay by an amount equal to their contribution to the CIGNA Health Care Connection or Aetna premium — in accordance with the provisions of Section 106 of the Internal Revenue Code. The Plan implementation and its continuation is contingent upon current and future favorable interpretations of the relevant sections of the Internal Revenue Code.

Section 3. - Dental - Effective September 1, 1997, dental coverage will be provided in accordance with the Delta Dental Plan.

Section 4. - Dependent Life Insurance - The Company will make available to employees the Group Universal Life Insurance for Dependents, effective 9/1/02. The current amount of dependent life insurance will be available through 8/31/02.

Dependent Spouse	\$10,000
Each Dependent Child under age 19	\$ 5,000

(Coverage provided for full time students to age 23)

The cost of this insurance, to be paid by each participating employee, shall be \$2.80 per month for Dependent

Employee contribution schedule will be as follows:

<u>Cigna</u>	Effective 7/1/02	Effective 7/1/03	Effective 7/1/04
Employee	8.04	8.84	9.72
Employee + Children	14.01	15.41	16.95
Employee + Spouse	22.05	24.25	26.68
Family	24.12	26.53	29.18

<u>Aetna</u>	Effective 7/1/02	Effective 7/01/03	Effective 7/01/04
Employee	7.71	8.48	9.32
Employee + Children	13.44	14.78	16.26
Employee + Spouse	21.15	23.26	25.59
Family	23.15	25.46	28.01

Available only to employees at work who have completed ninety (90) days of service.

Employee weekly contributions for Years 2 and 3 will never be more than 20% of Weekly total Premiums. Contribution increases effective 7/1/02, 7/1/03, and 7/1/04 will be capped at the above levels (10% increase per year).

Plan design changes will be effective 7/1/02.

Until September 1, 2002, Schedule A and B will be available for employees.

----- Contributory -----

Effective Date	Free Insurance	Supplemental Schedule A	Supplemental Schedule B*	Total	Weekly Cost to Employee	
					Schedule A	Schedule B
5/15/02	\$35,000	\$13,000	\$50,000	\$98,000	\$1.79	\$8.72

*Schedule B cannot be purchased unless Schedule A is purchased.

Section 2. The Employer agrees that, for any disability which commences on or after the date of Agreement, the following Weekly Disability Benefits will be provided at no cost to all employees.**

A. For non-occupational accident or sickness the benefit is as follows:

1st	2nd	3rd
Year:	Year:	Year:
\$335	\$340	\$345

per week for twenty-six (26) weeks.

B. For occupational accident or sickness, the benefit is less any weekly benefit payable under any Workmen's Compensation Law.

** Applies only to employees at work who have completed ninety (90) days of service.

unless the employee is needed during that period. Subsequent leaves without pay may be arranged if the employee is not needed or if leave would otherwise be granted under the Contract.

Section 5. An employee who is granted a leave of absence shall, upon request, receive pay for any unused vacation for which the employee is eligible in the current calendar year as of the date on which such leave of absence starts.

If sickness or injury leave of absence continues into the next calendar year, such employee shall, upon request after the first (1st) day of that next year, also receive pay for any further vacation earned during the first twenty-six (26) weeks of such leave, if the employee's leave started within twenty-six (26) weeks of the start of that next calendar year.

ARTICLE 23

HEALTH AND WELFARE

Section 1. Effective May 15, 2002, the Employer agrees to provide Life Insurance benefits in accordance with the following schedule.**

** Available only to employees at work who have completed ninety (90) days of service.

The company will provide \$35,000 of non-contributory life insurance. Effective September 1, 2002, employees will have the opportunity to enroll in Group Universal Life Insurance Programs. This will replace the current contributory life insurance programs.

pre-schedule some or all of the days prior to the end of the canvassing process. If the employee does not pre-schedule the days, the employee must give notice by the Wednesday prior to the week in which the day at a time vacation falls.

Section 2. Vacation pay shall be forty (40) hours straight time pay for each week of vacation entitlement.

Section 3. If a vacation week contains one (1) of the twelve (12) holidays enumerated in Article 21 above, vacation pay for such week will include pay for an additional eight (8) hours.

Section 4. Operating requirements permitting, vacations will be granted at times most desired by employees, with preference to be the employees having greatest seniority in case of conflict.

In keeping with the above, vacation scheduling ratio will be one (1) employee for every forty-five (45) weeks of vacation. Employees who accept promotion or request a job or shift change must select their vacation from open weeks on their new vacation list.

With respect to split vacations, senior employees shall have preference in making their first (1st) choice, but will then drop to the bottom of the list each time for each succeeding choice.

Vacation may not be scheduled before the plant shutdown period unless the employee is not needed or unless in the circumstances the employee would be granted leave of absence without pay. Vacations not taken in this way before the shutdown are to be taken during the shutdown

When the scheduled work week is less than forty (40) hours, the fifteen hundred (1500) hour requirement shall be scaled down accordingly.

If an employee does not qualify for a full vacation under the above mentioned fifteen hundred (1500) hour requirement, the employee will be entitled to a reduced vacation as follows:

- a. If the employee works three hundred (300) hours but less than six hundred (600), one (1) day for each week due under the length of service requirement.
- b. If the employee works six hundred (600) hours but less than nine hundred (900), two (2) days for each week due under the length of service requirement.
- c. If the employee works nine hundred (900) hours but less than twelve hundred (1200), three (3) days for each week due under the length of service requirement.
- d. If the employee works twelve hundred (1200) hours but less than fifteen hundred (1500), four (4) days for each week due under the length of service requirement.

Provided however, that normal work hours lost due to illness, injury, holidays not worked, or vacations shall be counted as hours worked for purpose of qualifying under this hours of work requirement.

Employees who have three (3) or more weeks of vacation may elect to take one (1) week of vacation in days. Employees who have ten (10) or more years of service may elect to take two (2) weeks of vacation in days. This election must be made during the yearly canvassing process. Once this election is made, the employee may

The terms and conditions of Article 17, Section 7, shall apply in case of scheduled holiday work.

Where an employee, after having left the plant, is called in to work on the holiday, the employee shall receive an additional four (4) hours pay at the employee's regular straight time rate. Under such call-in conditions as above, the extra four (4) hours pay shall be the exclusive remedy.

Section 3. For the purpose of computing overtime for a holiday week an employee who is eligible for the holiday allowance, and who does not work the holiday, shall be treated as though the employee did work on such holiday, provided such holiday falls prior to the last day worked in the work week.

ARTICLE 22

VACATIONS

Section 1. Each employee who is working, and who has worked fifteen hundred (1500) hours or more during the twelve (12) month period immediately preceding the date the employee's vacation is scheduled, and who has retained seniority in accordance with Article 4, for any of the following periods will be entitled to the following respective vacations: between one (1) and three (3) years, one (1) week; between three (3) and five (5) years, two (2) weeks; between five (5) and ten (10) years, three (3) weeks; over ten (10) years, four (4) weeks.

Beginning in 1974, employees with twenty (20) years or more seniority will be entitled to five (5) weeks vacation.

Beginning in 1991, employees with thirty (30) years or more seniority will be entitled to six (6) weeks vacation.

Columbus Day Monday (Federal Law)

Thanksgiving Day

Friday after Thanksgiving Day

December 24th

Christmas Day

When any of these holidays fall on a Sunday, it will be observed on the following Monday, (holidays falling on Saturday will be observed on Friday for the Technical Center only) except that, Christmas Eve and Christmas Day will be observed on the days they fall on the calendar.

For each such holiday the Company will pay to each employee covered by this Agreement a holiday allowance of eight (8) times the employee's regular straight time hourly rate, subject to the following conditions:

(A) The employee shall have worked some portion of the week in which the holiday falls and the employee's work days scheduled last before and next after the holiday, unless excused by the Company.

(B) The employee shall have worked on such holiday if scheduled, unless excused by the Company.

(C) An employee shall not lose holiday allowance because of absence under (A) and (B) above provided such absence is due to death in the "immediate family" or sickness or accident certified by a licensed physician sufficiently serious to justify such absence. This exclusion shall be limited to six (6) months.

Section 2. An employee working on such holiday will be paid three (3) times regular rate of pay (including the eight (8) hour holiday allowance) for all hours worked.

4. An employee who is called at home and reports to work within two (2) hours of the time the employee is called, and who works at least two (2) hours outside of the employee's regular hours, will be issued one (1) meal ticket.

5. All meal tickets will be dated and must be used within seven (7) calendar days of the date issued. Combinations of circumstances outlined in Items 1 through 4, above, shall not permit pyramiding of meal allowance.

6. A meal ticket shall be worth \$6.00 in cash, which will be given to the employee upon proper presentation of the employee's meal ticket to the Cafeteria Cashier or other person designated by the Company.

7. Where an employee has purchased, or commenced a regular meal during working hours, and such meal is interrupted by the employee's supervisor for emergency work, the employee will be provided with a meal ticket.

ARTICLE 21

HOLIDAYS

Section 1. The following days shall be considered holidays:

New Year's Day

George Washington's Birthday

Good Friday

Easter Monday

Memorial Day

Fourth of July

Labor Day

ARTICLE 19

SEPARATION OF EMPLOYMENT

An employee discharged or voluntarily quitting with notice prior to the employee's last shift of work shall be paid all money owed including earned vacation pay or what would have been the employee's next scheduled pay day.

ARTICLE 20

MEAL ALLOWANCE

Section 1. Meal tickets will be issued in accordance with the following provisions:

- 1.** An employee who works at least ten (10) hours consecutively, but no more than sixteen (16) hours, will be issued one (1) meal ticket, except as provided in Item 3 below.
- 2.** If an employee should work more than sixteen (16) consecutive hours the employee will be issued a second (2nd) meal ticket when the employee has worked two (2) hours or more into the third (3rd) eight (8) hours.
- 3.** An employee who works more than one-half (1/2) of the Midnight to 8:00 A.M. shift and then continues into the 8:00 A.M. to 4:00 P.M. or 8:00 A.M. to 4:30 P.M. shift with the expectation that the employee will work the entire shift, will be granted two (2) meal tickets, one (1) of which will be to provide a hot breakfast at approximately 8:00 A.M.

FIBER CONVERSION SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Oper. A:				
Fiber Conversion A Class		\$20.90	\$21.64	\$22.29
Certified Day Trainer				
Textured Yarn Oper.	After 156 Wks.*	\$20.45	\$21.17	\$21.81
Textured Yarn Oper.	After 12 Wks.	\$20.22	\$20.93	\$21.56
Textured Yarn Oper.	After 6 Wks.	\$19.99	\$20.69	\$21.32
2nd Grade				
Textured Yarn Oper.	Starting Rate	\$19.90	\$20.60	\$21.22
Beaming Finish Oper.	After 12 Wks.	\$20.22	\$20.93	\$21.56
Beaming Finish Oper.	After 6 Wks.	\$19.99	\$20.69	\$21.32
Beaming Finish Oper.	Starting Rate	\$19.90	\$20.60	\$21.22
Oper. B:				
Fiber Conversion B Class		\$19.87	\$20.57	\$21.19
Certified Day Trainer				
Fiber Conversion B Class.	After 5 Wks.	\$19.41	\$20.09	\$20.70
Fiber Conversion B Class.	Starting Rate	\$19.19	\$19.87	\$20.47
Helper***		\$18.84	\$19.50	\$20.09
Helper**		\$14.50	\$14.50	\$14.50

* Applies to employees with 156 weeks of job incumbency in the classification.

** Four (4) year progression not applicable.

*** Roll back rate only, see MOU Material Movement, Page 107.

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

SPINNING SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Spinning Certified Day Trainer		\$20.43	\$21.15	\$21.79
Oper. A:				
Spinning Oper.	After 4 Wks.	\$20.23	\$20.94	\$21.57
Spinning Oper.	Starting Rate	\$19.92	\$20.62	\$21.24
Extrusion Oper.	After 12 Wks.	\$19.97	\$20.67	\$21.30
Extrusion Oper. 2nd Grade	After 6 Wks.	\$19.84	\$20.54	\$21.16
Extrusion Oper.	Starting Rate	\$19.73	\$20.43	\$21.05
Finish Oper.	After 12 Wks.	\$19.90	\$20.60	\$21.22
Finish Oper. 2nd Grade	After 6 Wks.	\$19.83	\$20.53	\$21.15
Finish Oper.	Starting Rate	\$19.73	\$20.43	\$21.05
Spin Draw Certified Day Trainer		\$21.13	\$21.87	\$22.53
Spin Draw Oper.	After 156 Wks.*	\$20.68	\$21.41	\$22.06
Spin Draw Oper.	After 4 Wks.	\$20.23	\$20.94	\$21.57
Spin Draw Oper.	Starting Rate	\$19.92	\$20.62	\$21.24
Oper. B:				
Take-up Oper.	After 4 Wks.	\$19.66	\$20.35	\$20.97
Take-up Oper.	Starting Rate	\$19.45	\$20.14	\$20.75
Helper	After 3 Wks.	\$18.84	\$19.50	\$20.09
Helper	Starting Rate	\$18.61	\$19.27	\$19.85

* Applies to employees with 156 weeks of job incumbency in the classification.

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

TRANSPORTATION & LABOR SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Truck Driver	After 6 Wks.	\$19.41	\$20.09	\$20.70
Truck Driver 2nd Grade	After 3 Wks.	\$19.16	\$19.84	\$20.44
Truck Driver	Starting Rate	\$18.99	\$19.66	\$20.25
Garage Utility	After 3 Wks.	\$19.03	\$19.70	\$20.30
Garage Utility	Starting Rate	\$18.81	\$19.47	\$20.06
Fork Lift Oper.**		\$19.03	\$19.70	\$20.30
Fork Lift Oper *		\$14.50	\$14.50	\$14.50
Yard Utility T & L *		\$11.25	\$11.65	\$12.00
Janitor *		\$11.25	\$11.65	\$12.00

* Four (4) year progression not applicable.

** Roll back rate only, see MOU Material Movement, Page 107.

NOTE: Employees hired after March 15,1987 see NOTE on page 51.

WAREHOUSE & SHIPPING SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Shipper	After 12 Wks.	\$19.73	\$20.43	\$21.05
Shipper 2nd Grade	After 6 Wks.	\$19.33	\$20.01	\$20.62
Shipper	Starting Rate	\$19.27	\$19.95	\$20.55

NOTE: Employees hired after March 15,1987 see NOTE on page 51.

QUALITY SYSTEMS & LABORATORIES SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Laboratory Certified Day Trainer		\$20.72	\$21.45	\$22.10
Senior Laboratory Technician		\$20.37	\$21.09	\$21.73
Laboratory Technician	After 16 Wks.	\$19.90	\$20.60	\$21.22
Laboratory Technician 3rd Grade	After 12 Wks.	\$19.45	\$20.14	\$20.75
Laboratory Technician 2nd Grade	After 8 Wks.	\$19.16	\$19.84	\$20.44
Laboratory Technician 1st Grade	After 4 Wks.	\$18.99	\$19.66	\$20.25
Laboratory Technician	Starting Rate	\$18.81	\$19.47	\$20.06

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

INSPECTION & PACKAGING SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Inspector-Packer-Undrawn	After 6 Wks.	\$19.33	\$20.01	\$20.62
Inspector-Packer-Undrawn 2nd Grade	After 3 Wks.	\$19.18	\$19.86	\$20.46
Inspector-Packer-Undrawn	Starting Rate	\$19.08	\$19.75	\$20.35

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

NYLON APPLICATION RESEARCH SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Senior Laboratory Technician		\$20.37	\$21.09	\$21.73
Laboratory Technician	After 16 Wks.	\$19.90	\$20.60	\$21.22
Laboratory Technician 3rd Grade	After 12 Wks.	\$19.45	\$20.14	\$20.75
Laboratory Technician 2nd Grade	After 8 Wks.	\$19.16	\$19.84	\$20.44
Laboratory Technician 1st Grade	After 4 Wks.	\$18.99	\$19.66	\$20.25
Laboratory Technician	Starting Rate	\$18.81	\$19.47	\$20.06

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

HIGH PERFORMANCE FIBERS SECTION (SPECTRA)

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Laboratory Certified Day Trainer		\$20.73	\$21.46	\$22.11
Senior Laboratory Technician		\$20.43	\$21.15	\$21.79
Laboratory Technician	After 16 Wks.	\$19.97	\$20.67	\$21.30
Laboratory Technician 3rd Grade	After 12 Wks.	\$19.51	\$20.20	\$20.81
Laboratory Technician 2nd Grade	After 8 Wks.	\$19.22	\$19.90	\$20.50
Laboratory Technician 1st Grade	After 4 Wks.	\$19.06	\$19.73	\$20.33
Laboratory Technician	Starting Rate	\$18.87	\$19.54	\$20.13

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

SERVICES SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Chief Service Oper.	After 12 Wks.	\$20.49	\$21.21	\$21.85
Chief Service Oper.	* Starting Rate	\$20.17	\$20.88	\$21.51
Service Oper.	After 13 Wks.	\$19.99	\$20.69	\$21.32
Service Oper. 4th Grade	After 9 Wks.	\$19.45	\$20.14	\$20.75
Service Oper. 3rd Grade	After 6 Wks.	\$19.16	\$19.84	\$20.44
Service Oper. 2nd Grade	After 3 Wks.	\$18.99	\$19.66	\$20.25
Service Oper.	Starting Rate	\$18.81	\$19.47	\$20.06

* Assumes promotion from Service Operator.

NOTE: Employees hired after March 15,1987 see NOTE on page 51.

RESEARCH AND DEVELOPMENT SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Polymer Pilot Plant Tech.	After 4 Wks.	\$20.09	\$20.80	\$21.43
Polymer Pilot Plant Technician	Starting Rate	\$19.98	\$20.68	\$21.31
Senior Laboratory Technician		\$20.37	\$21.09	\$21.73
Laboratory Technician	After 16 Wks.	\$19.90	\$20.60	\$21.22
Laboratory Technician 3rd Grade	After 12 Wks.	\$19.45	\$20.14	\$20.75
Laboratory Technician 2nd Grade	After 8 Wks.	\$19.16	\$19.84	\$20.44
Laboratory Technician 1st Grade	After 4 Wks.	\$18.99	\$19.66	\$20.25
Laboratory Technician	Starting Rate	\$18.81	\$19.47	\$20.06

NOTE: Employees hired after March 15,1987 see NOTE on page 51.

COMPOUNDING SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Compounding Certified Day Trainer		\$21.80	\$22.57	\$23.25
Compounding Oper. A	After 12 Wks.	\$21.46	\$22.22	\$22.89
Compounding Oper. A 3rd Grade	After 8 Wks.	\$21.27	\$22.02	\$22.69
Compounding Oper. A 2nd Grade	After 4 Wks.	\$21.16	\$21.91	\$22.57
Compounding Oper. A	* Starting Rate	\$21.07	\$21.81	\$22.47
Compounding Oper. B	After 12 Wks.	\$20.40	\$21.12	\$21.76
Compounding Oper. B 3rd Grade	After 8 Wks.	\$20.27	\$20.98	\$21.61
Compounding Oper. B 2nd Grade	After 4 Wks.	\$20.18	\$20.89	\$21.52
Compounding Oper. B	Starting Rate	\$19.63	\$20.32	\$20.93

* Assumes promotion from next lower Compounding classification.

NOTE: Employees hired after March 15, 1987 see also NOTE on page 51.

NYLON RECYCLING & RECOVERY SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Recovery Oper. A	After 12 Wks.	\$20.86	\$21.60	\$22.25
Recovery Oper. A 3rd Grade	After 8 Wks.	\$20.40	\$21.12	\$21.76
Recovery Oper. A 2nd Grade	After 4 Wks.	\$20.27	\$20.98	\$21.61
Recovery Oper. A	* Starting Rate	\$20.18	\$20.89	\$21.52
Recovery Oper. B	After 12 Wks.	\$20.40	\$21.12	\$21.76
Recovery Oper. B 3rd Grade	After 8 Wks.	\$20.18	\$20.89	\$21.52
Recovery Oper. B 2nd Grade	After 4 Wks.	\$20.05	\$20.76	\$21.39
Recovery Oper. B	* Starting Rate	\$19.51	\$20.20	\$20.81
Recovery Utility Oper.	After 3 Wks.	\$19.42	\$20.10	\$20.71
Recovery Utility Oper.	Starting Rate	\$18.87	\$19.54	\$20.13

* Assumes promotion from next lower NR&R Classification.

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

MAINTENANCE SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Maintenance Technician	After 20 Wks.	\$20.32	\$21.04	\$21.68
Maintenance Technician:				
4th Grade	After 12 Wks	\$20.14	\$20.85	\$21.48
3rd Grade	After 8 Wks.	\$19.96	\$20.66	\$21.28
2nd Grade	After 4 Wks.	\$19.64	\$20.33	\$20.94
	Starting Rate	\$19.45	\$20.14	\$20.75
Repair Worker	After 12 Wks.	\$19.73	\$20.43	\$21.05
	Starting Rate	\$19.41	\$20.09	\$20.70
Reclamation Labor	After 6 Wks.	\$19.03	\$19.70	\$20.30
	Starting Rate	\$18.81	\$19.47	\$20.06
Painter	After 16 Wks.	\$20.32	\$21.04	\$21.68
2nd Grade	After 8 Wks.	\$20.12	\$20.83	\$21.46
	Starting Rate	\$19.96	\$20.66	\$21.28

NOTE: Employees hired after March 15, 1987 see NOTE on page 51.

POLYMER SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Polymer Certified Day Trainer		\$21.80	\$22.57	\$23.25
Polymer Oper. A	After 12 Wks.	\$21.46	\$22.22	\$22.89
Polymer Oper. A 3rd Grade	After 8 Wks.	\$21.27	\$22.02	\$22.69
Polymer Oper. A 2nd Grade	After 4 Wks.	\$21.16	\$21.91	\$22.57
Polymer Oper. A	* Starting Rate	\$21.07	\$21.81	\$22.47
Polymer Oper. B	After 12 Wks.	\$20.40	\$21.12	\$21.76
Polymer Oper. B 3rd Grade	After 8 Wks.	\$20.27	\$20.98	\$21.61
Polymer Oper. B 2nd Grade	After 4 Wks.	\$20.18	\$20.89	\$21.52
Polymer Oper. B	* Starting Rate	\$19.63	\$20.32	\$20.93
Polymer Oper. C***		\$20.18	\$20.89	\$21.52
Polymer Oper. C **		\$14.50	\$14.50	\$14.50

* Assumes promotion from next lower Polymer classification.

** Four (4) year progression not applicable.

*** Roll back rate only, see MOU Material Movement, page 107.

NOTE: Employees hired after March 15, 1987 see also NOTE on page 51.

Wages Rates and Progression

MAINTENANCE SECTION

JOB TITLE	TIME	2002	2003	2004
		5/15/2002	5/15/2003	5/15/2004
Maintenance Certified Training Coordinator		\$25.25	\$26.14	\$26.93
Multicraft Maintenance		\$24.95	\$25.83	\$26.61
General Maintenance:	After 156 Wks.	\$22.02	\$22.80	\$23.49
Field Machinist				
Electrician				
Instrument Mech.				
Pipelitter				
Shop Machinist				
Welder				
Insulator-Painter				
Carpenter				
Sheet Metal Mech.				
Auto Mechanic				
Air Cond. Mech.				
Maintenance Trainee:				
5th Grade	After 130 Wks.	\$20.76	\$21.49	\$22.14
4th Grade	After 104 Wks.	\$20.43	\$21.15	\$21.79
3rd Grade	After 78 Wks.	\$20.27	\$20.98	\$21.61
2nd Grade	After 52 Wks.	\$20.12	\$20.83	\$21.46
1st Grade	After 26 Wks.	\$19.65	\$20.34	\$20.96
	Starting Rate	\$19.45	\$20.14	\$20.75

NOTE: Qualified Maintenance people hired from the street start at maintenance Trainee 5th Grade Level and proceed to top rate after ninety (90) days.

NOTE: Government Controls- In the event any government agency at a later date should refuse to approve economic increases in their entirety, those portions of the increases which were not approved shall be implemented as soon as permitted by law. Furthermore, the Employer shall pay the employees the amount of earnings lost by virtue of the disapproval of any portion of the negotiated increases when such payment or payments are legally permitted by law.

worked in a work week and/or on a holiday. An employee who works over from the Midnight to 8 A.M. shift shall continue to receive shift premium on the 8 A.M. to 4 P.M. shift for all hours worked.

Section 13. It is understood that the Company shall not revise an employee's regularly scheduled work week for the purpose of depriving the employee of overtime where the employee during the work week has been called in or required to work an extra shift, or worked overtime.

Section 14. Time spent in Safety meetings and/or in Emergency Brigade service or meetings, even though paid for at overtime rates, shall not be charged as overtime worked or refused regardless of hours involved.

ARTICLE 18

WAGES

All wage rates shall be increased by three and one-half percent (3.5%) per hour effective May 15, 2002. The wage rates, as increased above, shall be increased by three and one-half percent (3.5%) per hour effective May 15, 2003. The wage rates, as increased above, shall be increased by three percent (3.0%) per hour effective May 15, 2004.

NOTE: Wage rates of all employees hired into entry level jobs after March 15, 1987, will be \$4.00 per hour below the wage rate listed. These employees shall receive a progression increase of \$1.00 per hour on each anniversary date over a four (4) year period.

Section 10. Except as otherwise provided in this Article, nothing herein contained shall be construed as a guarantee of any number of hours or days of work to any employee.

Section 11. - Short Change (Change of Schedule) Any employee required to report to work within sixteen (16) hours of the termination of the employee's prior shift worked shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked.

Short Change, applies to cases where an employee's work schedule is changed by the Company in such a manner as to require the employee to return to work with less than sixteen (16) hours rest, fifteen and one-half (15-1/2) hours in case of day workers, between the end of one regularly scheduled shift worked, exclusive of overtime, and the start of the employee's next regularly scheduled shift of work.

The Schedule Change provisions of Article 17, Section 4 and/or Section 9, pertaining to adding and deleting shifts and/or less than forty-eight (48) hours notice of a change in schedule, do not apply with reference to the Short Change provisions of Section 11.

The effects of Article 17, Section 4, Section 9 and Section 11, shall not be pyramided.

Section 12. The Employer agrees to maintain the present practice of continuing to pay the appropriate premium rate for all consecutive hours worked beyond Midnight by employees who worked the 4 P.M. or 4:30 P.M. to 12 Midnight shift on the seventh (7th) consecutive day

apply to employees called in to relieve a draft with less than four (4) hours left in the shift.

It is agreed that as of 24:00 hours on the first (1st) Sunday following the New Year Holiday each year, all overtime hours on all overtime lists will be reduced to zero (0). It is further agreed that this will not be used as the basis for any grievance claiming money by any employee(s) who have fewer hours than those charged to the highest person on their overtime list at the time the hours are reduced to zero (0).

The Company agrees that in applying the principle of "low on Friday, low all weekend" when assigning weekend overtime in Maintenance, the Company will not deny anyone the opportunity to work on Sunday just to avoid paying the double time rate. This principle shall also apply to call-in overtime.

The Company and Union agree that employees on light duty will not be canvassed or charged for overtime.

Employees with restricted hours will be charged for overtime.

Section 9. An employee will be paid at one and one-half (1-1/2) time the employee's regular straight time rate: (1) for all work on the employee's first (1st) shift beginning within forty-eight (48) hours of notice of a change in the employee's schedule; (2) if the change in schedule takes effect within forty-eight (48) hours of such notice. Schedule alteration during the work week, which both deletes a day and adds a day is a change of schedule, but adding only or subtracting only is not.

If all qualified available employees in the job classification and area on the shift involved have refused an overtime assignment the qualified employee in classification, area and shift, who has the least plant seniority will be required to work the overtime unless such employee requests to be relieved, in which event qualified employees in other areas will be offered the refused overtime OR qualified employees will be called in. If employees in other areas are offered overtime to relieve a draft it will be offered by rotation but not necessarily in any specific order.

Out of classification draft relief opportunities will not be offered to an employee who is assigned to a classification in which junior employees are drafted.

No employee will be drafted three (3) calendar days successively but the next junior employee will be drafted instead. In such case an employee who had already worked overtime on each of the two (2) calendar days immediately preceding may decline a draft on the third (3rd) successive day. Such employee shall not be charged a refusal.

When an employee is canvassed for, or is drafted for, a full eight (8) hour shift of overtime work and the employee starts to work the overtime shift and the overtime work is canceled by the Company at no request or fault of the employee, the employee will be guaranteed a minimum of four (4) hours of overtime work or pay. This shall not apply to those cases where overtime of uncertain length is required due to unusual circumstances such as snow storms, wrecks on the road to the plant, etc., nor shall this

An employee shall be considered as having left the plant when the employee has clocked out.

An employee called in on his/her scheduled day off may volunteer for additional overtime but will not be subject to overtime draft unless there is no other available qualified person in the classification subject to the draft.

Section 7. If an employee reports for work in accordance with schedule without prior advice of change in operating plan, and the employee is sent home without being put to work, the employee will be guaranteed four (4) hours pay at the employee's regular rate; if such employee is put to work and then sent home, the employee will be guaranteed the difference between the hours worked and eight (8) hours pay at the employee's regular rate.

Section 8. Overtime work shall be distributed equally among qualified employees as far as practicable having due regard for operating requirements. Employees agree to work overtime, and to report for work when called in, in case of emergency, if and when requested by the Company, but except in emergency will be excused from overtime work on request. Overtime records will be posted as circumstances in the department require, or at least monthly, with hours worked or refused charged to the nearest full hour (.1 to .4 round down, .5 to .9 round up).

Employees will not be charged overtime for any non-production activities (e.g. meetings) up to one hour.

Overtime opportunities will be filled from an overtime availability list of qualified employees in the job classification and area on the shift involved, excluding the Technical Center and areas with less than ten employees.

from 8 A.M. to 4 P.M. in any week in which the employee is so scheduled. Hours of work of shift workers will be 8 A.M. to 4 P.M., 4 P.M. to 12 P.M., 12 P.M. to 8 A.M.

b. A shift differential of seventy cents (\$.70) per hour will be paid to all employees for work on the third (3rd) shift (4 P.M. to 12 P.M. for shift workers and 4:30 P.M. to 12 P.M. for day workers) and a shift differential of eighty cents (\$.80) per hour will be paid all employees for work on the first (1st) shift (12 P.M. to 8 A.M.), effective May 15, 2002.

c. Any employee who returns from a sickness or accident leave of absence and who properly clears through the Medical and Human Resource departments at least one (1) week before the date of return to work, shall be returned to the same shift and building held at the start of the leave of absence, provided seniority permits. The junior person on that shift shall be displaced.

If an employee returning from such leave does not properly clear through the Medical and Human Resource departments at least one (1) week in advance, such person will be placed on the shift where needed until the Company can properly remove the junior person from the returning employee's regular shift, seniority permitting. Such time shall be held to the minimum time needed.

Section 6. Employees who, after having left the plant, are called to report or return, and do report or return to work outside their scheduled hours or days shall receive pay for two (2) hours at this regular rate in addition to pay for hours worked.

(1-1/2) times the employee's regular rate of pay but the same hours shall not be used twice in computing overtime pay.

Overtime pay, whether daily or weekly, is calculated on the basis of base rate plus any appropriate shift premium. Such overtime is calculated in the manner, which gives the employee the highest earnings, whether daily or weekly.

Section 3. All work performed on the seventh (7th) day worked in the work week shall be paid at two (2) times the employee's regular rate of pay.

For the purpose of determining eligibility for pay at two (2) times the regular rate for work performed on the seventh (7th) day, employees who work or are paid four (4) or more hours on the sixth (6th) day will be regarded as having worked a full sixth (6th) day.

Section 4. An employee shall be paid one and one-half (1-1/2) times the employee's regular rate of pay for the first (1st) shift beginning within forty-eight (48) hours of notice to the employee of a change in the employee's work schedule, unless such change is at the employee's request. Work schedules will be posted to cover all employees.

Section 5.

a. The normal hours of day workers will be 8 A.M. to 4:30 P.M. (exclusive of the one-half (1/2) hour lunch period). The normal schedule for day workers will be Monday through Friday. A day worker who is scheduled to work a work week other than Monday through Friday will work

ARTICLE 16

BULLETIN BOARD

The Company will arrange for bulletin boards for the exclusive use of the Union for the posting of notices of meetings, elections, names of representatives and officers of the Union, and notices in regard to sickness and death of Union members when officially signed by an authorized representative of the Union.

ARTICLE 17

HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall consist of five (5) days of eight (8) consecutive hours each (exclusive of the lunch period in the case of day workers) in the seven (7) day period beginning Sunday midnight. The normal work day shall consist of eight (8) consecutive hours (exclusive of the lunch period in the case of day workers) in the twenty-four (24) hour period beginning 12 Midnight. Employees will have regular scheduled days and hours but schedules may be adjusted by the Company, taking into account Section 4 and Section 9 of this Article.

The Company will continue the present practice concerning the scheduling of rotating days of rest for shift workers when working on the day shift.

Section 2. All work performed by an employee over eight (8) hours in any twenty-four (24) consecutive hour period, or forty (40) hours per week, whichever overtime is greater, shall be paid at the rate of one and one-half

The Employer shall continue the present practice of supplying prescription safety glasses.

Section 5. The Company and the Union shall each designate representatives (three (3) at Chesterfield and one (1) at the Technical Center) to serve on a joint Union-Management Safety Committee whose function shall be to meet and/or tour the plant once each month and to bring to the attention of the Site Manager any condition affecting the safety and health of employees and to make recommendations as to how such conditions might be corrected. Such members must be employees of the Company.

Safety Committee members shall be paid their regular straight time rate for regularly scheduled hours authorized by the Company to be spent on Safety Committee business.

A budget will be assigned to the Union-Management Safety Committee during the Annual Operating Planning process. This budget will be monitored on a monthly basis by the Site Manager. It is recognized that all budgets are subject to change.

Section 6. Where an employee believes there to be an unsafe operating condition, the employee shall advise the Foreman of this. The Foreman shall immediately notify the Safety Engineer, or other authorized person with safety responsibility, who will investigate and take prompt proper action, including making out the appropriate hazard report and disposition. Copies of such hazard reports shall be furnished to the Union-Management Safety Committee.

Section 2. The Employer agrees to maintain the following:

- a. Heated locker rooms with individual lockers where available.
- b. Adequate first aid service on the Employer's premises.
- c. Adequate shower baths, wash basins, toilet facilities, sanitary drinking fountains.
- d. Adequate transportation, including ambulance service on call, for employees injured on-the-job to the most convenient hospital in accordance with the nature of the injury.
- e. Proper and adequate ventilation — the Employer agrees to continue to improve ventilation systems as operating requirements allow.

Section 3. The Employer agrees that where it is necessary to wear any kind of safety equipment, protective clothing, and/or uniforms, such items shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer and the employees shall utilize such equipment and/or clothing as required by the Employer.

Section 4. In the event an employee's clothing is damaged or destroyed as a result of abnormal operating conditions including accidents and through no fault of the employee's own during the course of the employee's working day, the Employer shall replace or reimburse employees at fair wear and tear value, provided the employee files the employee's claim promptly and presents damaged clothing for inspection by the Employer.

enlist, initial enlistment only, in the United States military service: Benefit schedule is:

Seniority	Benefit
Under Six Months	None
6 months to and including 2 years	2 weeks pay*
Over 2 years to and including 5 years	4 weeks pay*
Over 5 years	6 weeks pay*

*Forty (40) hours pay at straight time base rate not including any premium of any sort.

In addition to the above, such employee shall receive pay for any unused vacation for which the employee is eligible in the current calendar year as of the date the employee last works.

Such employee must meet the Company's requirements regarding timely application for benefit and verification of military service. The Company will inform employees entering military service of this bonus plan.

ARTICLE 15

HEALTH & SAFETY

Section 1. The Company and the Local Union recognize the importance of safety provisions on the job for the protection of health, life and limb of the employees. The Company agrees that it shall make constructive efforts to provide for the safety of each employee on the job and to correct unsafe conditions. The Local Union and the Company agree that they shall make constructive efforts to educate each employee to good, safe practice.

and seventeen (17) days to members of the National Guard. An employee granted such leave of absence, will otherwise continue to receive any regular vacation otherwise due.

In addition to the seventeen (17) days provided for above for summer encampment, the Company will pay up to an additional fourteen (14) days under the same terms as above, provided:

1. The employee is required to attend weekend drills on regularly scheduled working days with no alternate service either available or having been available to the employee, and provided further that:
 - a. The weekend drills are not solely for the purpose of attaining a military promotion; and
 - b. The employee presents a letter from the employee's commanding officer certifying the employee has and had no option other than to attend drills; and
 - c. The employee or supervision are unable to "trade" days or shifts "off" to permit the employee to attend such drills without missing work.
2. No pay shall be granted to employees who take extra days off because of inconvenience due to shift work. (No more than three (3) days each drill.)

The Employer will continue the Hospital, Surgical and Life Insurance Plans for employees on leave for annual active military training under the terms of this Section 3.

The Company agrees to continue its present practice regarding employees who are drafted or who voluntarily

scheduled working hours, shall receive pay at the applicable hourly rate for the balance of the employee's regularly scheduled shift on that day. An employee who has returned to the employee's regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during the employee's regularly scheduled working hours shall receive the employee's regular hourly rate of pay for such time.

ARTICLE 14

MILITARY CLAUSE

Section 1. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges including reinstatement provided by the Act.

Section 2. All time in military service and up to date of reinstatement shall be considered continuous service with the Company for the purpose of establishing seniority rating at the time of reinstatement.

Section 3. Employees will be granted leave of absence with pay equal to the difference between the amount received from the Government and the employee's regular straight time hourly rate of eight (8) hours for each day which would otherwise be the employee's work day, on which the employee is required to participate in annual active duty training sessions of the United States Armed Forces, up to seventeen (17) days per year for reservists

ARTICLE 12

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access, including parking facilities, to the Employer's establishment, both Chesterfield Plant and Technical Center, upon reasonable prior notice and authorization during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule, and that such visitors adhere to established Company security regulations.

ARTICLE 13

COMPENSATION CLAIM

The Employer will continue to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall continue to provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job the Employer shall continue to pay such employee the employee's day's pay for regularly scheduled hours for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention during the employee's

Employees who are eligible for Severance Allowance but have elected layoff status will be reminded by the Company that their eligibility for Severance Allowance is about to expire, during the twenty-third (23rd) month they are on layoff status. Such notification will be made by means of a Certified letter mailed to the employee's last address as recorded with the Company. Failure to respond shall not automatically result in loss of severance allowance.

Employees who are eligible for Severance Allowance may elect to take such Severance Allowance rather than accept a rollback to a lower paying job.

ARTICLE 11

UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities. The Union agrees that it, its officers and members will not carry on union activities on Company time, except for lunch or break periods, in any manner to interfere with production or operation.

counted as a full year of service and below six (6) months will not be counted.

Employees who are eligible for severance allowance at the commencement of their permanent layoff and who are eligible to retire or who would become eligible to retire or who are offered and accept employment with Honeywell or another location within fifteen (15) miles of their present location may elect any one of these alternatives in lieu of severance.

Employees may elect to go off on layoff status instead of accepting pension or severance allowance or employment at another location within fifteen (15) miles of their present location and retain recall rights. Such employees may, at any time during this layoff period, elect to exercise any of their rights to severance or pension benefits under this Agreement and terminate their layoff status and recall rights.

In the event the plant is sold and employees are offered continued employment and accept such employment with the successor company, they shall not be eligible for severance allowance under these provisions.

Any employee who accepts severance allowance, with the exception of those employees eligible for a deferred vested pension, shall relinquish their rights under this Agreement.

This severance allowance shall not apply to layoff resulting from changes in operating requirements other than permanent (complete or partial) shutdown.

The severance allowance will be one hundred dollars (\$100.00) per year of service.

shall result in the complete loss of seniority rights for the employees involved.

In any case of legal adoption of a minor child an employee will be granted up to thirteen (13) weeks personal leave of absence without pay.

Section 3. - Maternity Leave - Leave of absence in maternity cases may be extended up to a maximum period of nine (9) consecutive months or two (2) months beyond the date of delivery, whichever date comes sooner, unless further extended by illness supported by a physician's certification.

An employee returning from maternity leave shall be returned to her former classification or a classification in line with her seniority. Present practices regarding accumulation of seniority and wages shall be continued.

ARTICLE 10

LAYOFF OR SEVERANCE

In the event of permanent (complete or partial) shutdown of the operations of the Chesterfield Plant or Technical Center, regular full time employees who are terminated as a direct result of such shutdown, will be eligible for severance allowance as outlined herein.

Employees who quit, retire or who are otherwise terminated before their permanent layoff occurs will not be eligible for any severance allowance.

In determining total years of credit service, only full years of service will be counted. Six (6) months or more will be

ARTICLE 26

REST PERIODS

The Employer will continue the present practices concerning paid rest periods for all employees.

ARTICLE 27

JURY DUTY

An employee having completed their ninety (90) day probationary period who notifies the Company will be excused from work for Jury Service or to answer a subpoena by the Courts to appear as a witness and will be paid the difference between the employee's regular straight time earnings and the compensation received for such service for each working day which the employee misses because of such service.

An employee who is required to serve on a jury or who is subpoenaed by the Court to appear as a witness will abide by the following time requirements when returning to work:

- 1) Employees who are scheduled to work daylight will be excused to appear in court. Employees who are required to serve past 12:00 noon will be excused for the entire shift. Employees who are released by the Court prior to 12:00 noon are expected to report to work and complete their scheduled daylight shift.

- 2) Employees who are scheduled to work the 4-12 shift will be excused for the 4-12 shift only if they are required to serve in Court past 12:00 noon. Employees who are released by the Court prior to 12:00 noon are expected to work their scheduled 4-12 shift.
- 3) Employees who are scheduled to work the 12-8 shift will be excused for the 12-8 shift preceding their serving in Court. The employee does not have the option of being excused for the 12-8 shift following their appearance in Court.

ARTICLE 28

PHYSICAL EXAMINATION

Employees returning to work after a layoff or excused absence of more than seven (7) calendar days duration may be required to pass a physical examination by the Company Physician before returning to work, to determine whether they have contracted disabilities during the leave. In such cases of return after leave or layoff, reasonable delay in reporting for work caused by emergency, of which notice is given the Company as soon as possible, will not break continuous service.

The Employer retains the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

If the two (2) physicians disagree, the Employer and the Union shall mutually agree upon a third (3rd) physician

whose decision shall be final and binding. The expense of the third (3rd) physician shall be equally divided between the Employer and the Union.

ARTICLE 29

SUBCONTRACTING

Section 1. For the purpose of preserving job opportunities for the employees covered by this Agreement, the Employer agrees that work currently performed by, or hereafter assigned to the bargaining unit shall not be subcontracted if it would result in a reduction of the work force, by rollback or layoff in the job which would normally perform the work being subcontracted.

Section 2. Within five (5) working days of the filing of a grievance claiming violation of this Article, the parties to this Agreement shall proceed to Step 3 of the grievance procedure without taking any intermediate steps, any provisions to the Agreement to the contrary notwithstanding.

ARTICLE 30

NON-DISCRIMINATION CLAUSE

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, legal handicap or age (over forty [40]) (unless age or sex is a bona fide occupational qualification) nor will they limit, segregate or classify employees in any way to deprive any individual employee of

employment opportunities because of race, color, religion, sex, national origin, legal handicap or age (over forty [40]).

Section 2. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 31

NO STRIKE OR LOCKOUT

Section 1. There shall be no strike, slowdown, stoppage or other interference with production on the part of the Union nor any lockout on the part of the Employer during the term of this Agreement except as provided in Article 7 of this Agreement.

Section 2. If a strike, lockout, walkout, sit-down or other interference with, or interruption of, work which is a violation of Section 1, occurs, then in further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until notice of such occurrence has been brought to the attention of the other party and such other party within twenty-four (24) hours after receipt of notice of such fails to investigate immediately and complete investigation as to whether or not a strike, lockout, sit-down, walkout, slowdown or other interference with, or interruption of, work which is a violation of

Section 1 exists and thereafter to make every effort to reestablish immediately full compliance with the above paragraph.

The Company agrees there shall be no liability on the part of Local 101 or its successor who is signatory to this Agreement because of any strike, slowdown, stoppage, or interference with production which is a violation of Section 1, provided the Local Union shall within twenty-four (24) hours after receipt of notice by registered letter or telegram from the Company to the Local Union of the commencement of such strike, slowdown, stoppage or interference with production which is a violation of Section 1, follows the steps set forth in Section 3 herein.

Section 3.

A. Publicly declare that the action is unauthorized within twenty-four (24) hours.

B. Order its members to return to work notwithstanding the existence of any wildcat picket line within twenty-four (24) hours.

C. In good faith, use every reasonable effort to terminate such unauthorized strike.

D. Refrain from interfering with any disciplinary action which the Company may take against any employee who is engaged in said strike, slowdown, stoppage, or interference with production which is a violation of Section 1, provided that if an issue of fact exists as to whether or not any particular employee has engaged in unauthorized actions, such issue will be subject to the provisions of Article 7, Grievance Procedure.

ARTICLE 32

THRIFT PLAN

The Employer agrees, effective September 1, 1993, to provide employees (with one (1) or more years of service) with an opportunity to participate in the Honeywell Thrift Plan (401K Plan) under the terms and conditions of said plan.

Effective beginning July 1, 2002, Honeywell will match fifty percent (50%) of the employee's contributions up to a maximum employee contribution of seven percent (7%) of base pay (does not include overtime, shift differential or other premium pay).

Effective beginning May 15, 2004, Honeywell will match fifty percent (50%) of the employee's contributions up to a maximum employee contribution of eight percent (8%) of base pay (does not include overtime, shift differential or other premium pay).

ARTICLE 33

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or

the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of, or compliance with, has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

ARTICLE 34

TERMINATION CLAUSE

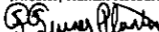
Section 1. This Agreement shall be in full force and effect from May 15, 2002, to and including May 14, 2005, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to May 14, 2005, or May 14, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

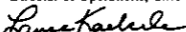
**Chesterfield Plant and Technical Center
Honeywell Specialty Materials**



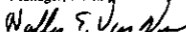
Timothy J. Galusha
Director, Human Resources



P. Turner Plunkett
Director of Operations, Chesterfield



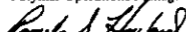
Lance O. Kaerberle
Manager, Human Resources



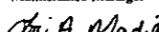
Wallace E. Van Ness
Site Leader, Technical Center



John B. Frydenlund
Polymer Operations Manager



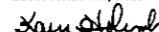
Pamela S. Howard
Maintenance Manager



Lori A. Madill
Spinning Manager




Robert M. Crumpler
Labor Relations, Leader



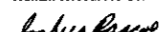
Kathryn L. Holcomb
Benefits Leader



Lavonna M. Bragg
First Line Supervisor



Robert R. Ireland
Human Resources Generalist



Joshua L. Pascoe
Human Resources Generalist

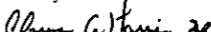
**Industrial and Allied Workers
Local Union No. 101**



David Whitley
President and Business Agent



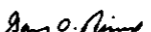
Sandra K. Epps
Secretary-Treasurer and Business Agent



Clarence Harrison
Executive Board Member



Debra L. Haskins
Executive Board Member



Gary O. Nimmo
Executive Board Member



Brian K. Hairfield
Union Steward



Sanford V. Hudson
Union Steward



Sonya P. James
Union Member

MEMORANDUM OF UNDERSTANDING

MAINTENANCE TRAINEES

- 1. Nothing in any Maintenance Department training program shall conflict in any manner with the terms and conditions of the Collective Bargaining Agreement.**
- 2. Maintenance Trainees will have a separate overtime list as Trainees in the skill for which they are training to be Maintenance Craftspersons. Trainees shall not be used to deprive Maintenance Craftspersons of overtime.**
- 3. Maintenance Trainees will have a separate vacation list as Trainees in the skill for which they are training to be Maintenance Craftspersons. Trainee vacations shall not be scheduled to deprive Maintenance Craftspersons of desired vacations.**
- 4. When Maintenance Trainees satisfactorily complete their training they shall be promoted to Maintenance Craftspersons and shall be placed on the appropriate Maintenance Craftsperson overtime list but remain on a separate vacation list.**

**MEMORANDUM OF
UNDERSTANDING
PROMOTION TO SENIOR
LABORATORY TECHNICIAN
CLASSIFICATION**

Effective on the first Monday following the effective date of the 1975 Collective Bargaining Agreement, the requirements for promotion to any Senior Laboratory Technician job classification shall be as follows:

1. A minimum of thirty-six (36) consecutive months employment in the same seniority section as the Senior Laboratory Technician job to which the employee seeks promotion.

2. "Thirty-six (36) consecutive months" shall not be broken by any removal from the section at no request or fault of the Technician, provided the Technician does not refuse recall to the section whenever it is offered. Time spent outside the Section shall not be counted towards the "thirty-six (36) consecutive months."

NOTE: Nothing herein applies in any way to the job classification entitled Senior Laboratory Technician-Mechanical.

MEMORANDUM OF UNDERSTANDING

EXTENDED WORK SCHEDULES

It is understood that the scheduling of extended hours of work per day on successive days in Maintenance because of major shutdowns, outages, etc., is not included in the restrictions against requiring employees to work more than two (2) successive days of overtime spelled out in Article 17, Section 8.

MEMORANDUM OF UNDERSTANDING

VACATION SCHEDULING

An employee who completes the employee's first (1st), third (3rd), fifth (5th), tenth (10th), twentieth (20th) or thirtieth (30th) year of employment is not eligible for the employee's first (1st), second (2nd), third (3rd), fourth (4th), fifth (5th), or sixth (6th) week of vacation until the employee has reached the employee's employment anniversary date.

When the Company encounters vacation scheduling problems in any area the Company may advance the eligibility date of vacation up to a maximum of three (3) full months for any employee whose anniversary of employment is October 1st or later.

No employee gains any right to such advancement in vacation eligibility date as a result of this memorandum.

MEMORANDUM OF UNDERSTANDING

It is agreed that the Company will not take disciplinary action against any employee operating the Sintex machines based on the readings taken from the meters on the Sintex machines.

MEMORANDUM OF AGREEMENT

The Company will agree to meet and discuss with the Union, the impact of any major departmental and/or process shutdown, on the prospects for continued employment of employees affected by such occurrence.

MEMO OF UNDERSTANDING SHIFT CHANGE

The Company will continue to permit employees to request shift changes consistent with efficient plant operations and under the following conditions:

Shift change requests must be submitted on appropriate forms to the plant Human Resources Department at least ten (10) days prior to preparation of shift schedules.

Shift change requests must be signed by employee's foreman and when submitted to plant Human Resources Department cancels all previous such requests.

Shift assignments are not guaranteed, however, if in the event a change is made any change requests on record are thereby canceled.

Shift change requests are valid for a maximum period of six (6) months and unless canceled and/or renewed, shall terminate at that time.

Employees provided with a shift change in accordance with the above, will be assigned high overtime hours on the new shift and must select vacation from open weeks on the newly assigned shift.

MEMORANDUM OF UNDERSTANDING

This will confirm our understanding to the effect that the following procedure outlines the proper method of administering the overtime hours at the Chesterfield Plant and Technical Center for newly hired or transferred employees:

A newly hired or transferred employee will be added to the overtime list on their first (1st) day of work in the new area, shift, or job.

The new employee will not be assigned any overtime hours until they are qualified by area supervision to work overtime.

During the qualifying period, the new employee will not be eligible for overtime work in their classification, however, any overtime hours worked outside of their classification will be charged to their overtime record.

On the date the employee is qualified to work overtime by area supervision, they shall be charged with the greatest number of overtime hours held by any employee on the applicable overtime list.

MEMORANDUM OF UNDERSTANDING

Modifications to the current training program for candidates to the Research and Development Laboratory Technician positions will be implemented effective 6/1/96 and become applicable to candidates for future Pilot Plan and NAR positions. Any employee interested in becoming a candidate for these positions must successfully complete the newly prescribed training program before they are eligible to bid to Laboratory Technician positions.

An exception to the foregoing are, employees who as of 6/1/96 have successfully completed the qualifications of the previous training program. These employees will be qualified to bid on future openings until the 6/1/96 list is exhausted. Current incumbents in Laboratory Technician jobs will be exempt from the new qualifications.

A bid sheet to determine employee interest in future Research and Development Laboratory Technician openings and NAR Technician openings will be posted each year on July 1. This posting will be open to all employees at the Technical Center and the Chesterfield facility. The purpose of this posting is to provide a list of employees who will be placed in the modified training program based upon company need. These employees will be selected by seniority.

The training program will be at no cost to the employee and will be taken on his/her own time.

MEMORANDUM OF AGREEMENT

The Company and the Union agree that the attached revisions to the Hourly Pension Plan represents the amendments to the Pension Plan which are to be effective during the period May 15, 2002 through May 14, 2005, subject only to the proofing and signing of the formal text of the Plan.

MEMORANDUM OF UNDERSTANDING

TRAINER CERTIFICATION

The Company intends to eliminate the current shift trainer role and revert to a primarily day-based training system, recognizing some training may be required on shifts. The Company anticipates it will require approximately 17 Day Trainers, recognizing this establishes no guarantee or agreement regarding census. The Company expects to have this new system in place by September 30, 1999. It will cover all areas.

In order to become a successful bidder, employees must be qualified in the highest job level they will train and have a minimum of five years service in that classification. The senior such bidder will be awarded the job. Honeywell personnel will administer and evaluate competencies. In order to certify as trainers, successful bidders must demonstrate competence through testing in the following areas:

Skills

- Interpersonal skills
- Reading for information
- Listening
- Locating information
- Applied technology
- Observation
- Adult learning
- Train-the-trainer skills
- Computer skills in Microsoft Office, Mail and Internet Explorer
- ISO/QS auditor skills, including procedure writing

Upon certification, trainers will receive \$ 0.30 above the highest rate in the classification in which they are instructing. Current day trainers will not be required to go through this process unless they choose to be certified. Such employees choosing not to certify would be "red circled" at the new trainer rate. New day trainers must certify to become qualified and remain in the trainer's job.

MEMORANDUM OF UNDERSTANDING PERSONAL COMPUTER REBATE PROGRAM

The Chesterfield Plant and Technical Center Computer Rebate Program is available to all full-time employees of the Chesterfield Plant and Colonial Heights Technical Center. The Program will become effective June 1, 2002 and replaces the Personal Computer Purchase Program. Employees who purchased a computer under the old program will be required to repay their loans based upon the conditions of that program.

This Program will allow employees to purchase the desktop or laptop computer of their choice through the retailer of their choice, including any discounted computers purchased through a Honeywell Employee Purchase Program affiliate. Employees will be required to provide proof of purchase to be eligible for the Program. If eligible and approved the employee will receive a one hundred and seventy five-dollar (\$175) rebate check.

Process:

- ◆ An employee can receive one (1) computer purchase rebate every eighteen (18) months.
- ◆ Employees must wait at least four (4) weeks from the date of purchase to request their \$175 check.
- ◆ All rebate requests must be turned in no later than three (3) months after the purchase of the computer.

- ◆ Employees must complete the PC Rebate Request Form and provide proof of purchase (original sales receipt with sales price, vendor and date of purchase information), as well as identification, when requesting the rebate and when picking up the rebate check.
- ◆ The Rebate Program is only available to employees of Honeywell International Inc. (children, spouses, friends, etc. are not eligible).

Note: This computer rebate program is for computers only and not electronic devices used for entertainment, games, specialty functions, etc.

EMPLOYEE SUBSTANCE AND ALCOHOL ABUSE PROGRAM POLICY STATEMENT

The Company policy on drugs and alcohol states that the unlawful manufacture, distribution, possession or use of a controlled substance or the manufacture, distribution, possession or use of consumable alcohol is prohibited in the work place.

UNION COOPERATION

The Union, in keeping with its responsibilities as set forth in Article 1, Section 3, of the Collective Bargaining Agreement, will cooperate with the Company in the implementation of a Substance and Alcohol Abuse Program pursuant to the aforesaid policy.

RESPONSIBILITIES

The Chesterfield Plant and Technical Center management will provide an educational program in conjunction with the Employee Assistance Program, which is designed to assist all employees in recognizing the dangers and health effects of illegal drug use, abuse of legal drugs, and the abuse of alcohol.

THE PROGRAM

All employees of the Chesterfield Plant and Technical Center, effective January 1, 1992, are subject to the drug and/or alcohol testing under the following circumstances:

- A. Probable Cause:** The employee exhibits unusual behavior or performance problems on the job that might be caused by substance and/or alcohol abuse, such as erratic behavior, appears uncoordinated confused, exhibits marked personality changes.
- B. Involvement in accident and/or serious incident.**
- C. Follow-up to rehabilitation**

PROTOCOL

When the foreperson feels that an employee falls under A or B above, the foreperson will interview the employee, and then the Medical Department R. N. on duty will make a decision as to testing or not testing of said employee. The employee will be offered a steward.

TESTING PROCEDURES

The Medical Department shall supervise the collection and sealing and initiating the chain of custody procedure for all urine specimens. Persons selected for testing will

be asked to sign a Drug and Alcohol Consent Form. Before being required to produce samples, the employee shall have the procedure explained by the person responsible for receiving, preparing and shipping the specimen. The explanation shall include the conditions under which the specimen is to be produced, chain of custody procedures, and how the test results will be reported. Drug screens will be done utilizing a urine specimen and alcohol screens will be done using an evidentiary breath alcohol test ("EBAT"). Employees who refuse to submit to drug and/or alcohol testing will be subject to discharge. The employee shall select his or her own bottles. The urine container shall be sealed, labeled, and initialed by the employee without the container leaving the employee's presence. The specimen must be immediately placed in a transportation container, which shall be sealed and again initialed by the employee and sent via courier to the designated testing laboratory.

The person responsible for collecting the urine specimen from the employee shall initiate a chain of custody form. A second specimen will be retained in the Medical Department's refrigerator until results are obtained. If the test result is positive, an employee may request that the second specimen be tested. If the second specimen result is also positive, the employee will pay for this second test; if negative, the Company will pay. All handling and transportation of the urine specimen shall be through chain of custody procedures.

The Laboratory, to which the sample is sent for analysis, shall be jointly selected by the Union and the Company.

The laboratory will establish a protocol to safeguard the sample and guarantee the chain of custody through the testing and the privacy of the individual.

All drug test results shall be reported by the laboratory to the Medical Review Officer, who shall be designated by the Employer and the Union. The laboratory shall be instructed to handle and test the urine specimen, and to report the results to the Medical Review Officer according to the established criteria for substance identification and screening cutoff levels.

Following the testing of an employee for the presence of a controlled substance and alcohol, the employee shall be placed on leave without pay. He/she shall remain on leave until the test results are received. If the test results are reported as negative, the employee will be paid for any lost wages as a result of testing, including holidays and overtime. If the results are reported as positive, the resulting personnel actions (as described herein) shall be made retroactive to the time at which the person was first placed on leave.

Drug testing will be conducted in two (2) stages to determine the presence of the following substances:

The Abuscreen will be used to screen specimens for classes of drugs. All positive screens derived from the Abuscreen will be confirmed by the gas chromatography/mass spectrometry (GC//MS) test

SAMHSA SCREENING AND CONFIRMATORY LEVELS FOR CAUSE TESTING

<u>Substance</u>	<u>Screening</u>	<u>Confirmatory**</u>
Marijuana	50 ng/mL	15 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Amphetamines	1000ng/mL	500 ng/mL
Alcohol	≥.08 BAC	N/A

** Specific metabolites and compounds tested for in the Confirmatory test as well as their levels are as negotiated in 2002 contract negotiations.

All positive initial screening test results will be confirmed by GC/MS levels for drugs and evidentiary breath alcohol ("EBAT") for alcohol.

REHABILITATION

Employees who test positive as a consequence of the foregoing A or B will be provided with an opportunity for rehabilitation. Such rehabilitation will be in conformance with that prescribed by the Employee Assistance Program.

Employees who refuse to submit to drug and/or alcohol testing or refuse to provide the Medical Department with an acceptable urine sample or breath test at the time of collection in the aforesaid circumstances or who decline opportunity for rehabilitation will be subject to discharge.

Employees reinstated following rehabilitation will be under the terms of a job jeopardy understanding and will be randomly tested for twenty-four (24) months.

Employees who test positive following completion of rehabilitation will be subject to immediate discharge.

Employees who self-identify and request substance abuse and/or alcohol rehabilitation outside of the for cause testing process, during the period of time from May 16, 2002 and ending December 31, 2002, will be given one (1) opportunity for rehabilitation and will not be subject to disciplinary consequences for self identifying in that time period.

Company benefits, if appropriate, will be provided to employees undergoing rehabilitation.

Supervisors should make employees aware of the Employee Assistance Program whenever performance problems are discussed. This procedure does not waive management's responsibility to maintain discipline nor the right to take disciplinary measures.

CONFIDENTIALITY

Information obtained as part of the Substance and Alcohol Abuse Program will be kept in a file separate from the employee's personal file and will be held in the strictest confidence. Information concerning the test will only be disclosed to those persons with a need to know. Exceptions to the confidentiality requirement of this policy or the EAP will be made only under the following conditions:

(1) pursuant to an appropriate release or agreement signed by the employee or his duly authorized representative;

(2) in emergency situations where it is believed that the employee may pose an immediate threat to the life or safety of himself or others; or

(3) as otherwise required by law or legal process.

MEMORANDUM OF AGREEMENT

RANDOM ALCOHOL AND SUBSTANCE ABUSE TESTING PROGRAM

The Union and the Company agree that beginning January 1, 2000 the Company will implement and maintain a random testing program for all employees at Chesterfield Plant and the Technical Center.

Employees who self-identify and request substance and or alcohol abuse rehabilitation outside of the random testing process, during the period of time from May 16, 2002 and ending December 31, 2002, will be given one (1) opportunity for rehabilitation and will not be subject to disciplinary consequences for self identifying in that time period.

The details of the program are as follows:

The random selection process:

- ◆ The process will be scientifically valid utilizing processes such as Random Number Tables or Computer Based Random Number Generation.
- ◆ Names of all active Honeywell employees will be maintained in the random testing pool by Human Resources.

- ◆ The Union is entitled to have a representative present during the random selection list generation in Human Resources.
- ◆ The list of names will be provided by Human Resources to the Medical Department who will then contact employees through their supervisor.
- ◆ Once notified, an employee must proceed immediately to the Medical Department at their location. Any employee who is absent or on leave at the time they are selected will be tested upon their return.

The testing process:

- ◆ Testing will be conducted on varying dates.
- ◆ Once employee reports to the Medical Department, employees will be required to sign the "Drug Consent" form prior to administration of the tests.
- ◆ A Union representative may be present during testing at the request of the employee.
- ◆ All testing will be done using appropriate chain-of-custody procedures.
- ◆ Drug screens will be done utilizing a urine specimen and alcohol will be done using a breath/alcohol test. In the event the breath/alcohol test is positive a blood alcohol sample will be taken for confirmation. The employee will be sent home pending the results of the confirmatory blood alcohol test.
- ◆ Refusal to submit to testing will be treated as a positive result.

Results:

- ◆ All positive initial screening test results will be confirmed by GC/MS levels for drugs and evidentiary breath alcohol ("EBAT") for alcohol.
- ◆ Any employee who tests positive will be referred to the EAP for evaluation and appropriate treatment. If necessary, they will be placed on Medical Leave of Absence.
- ◆ Upon confirmation of a positive test, the employee will be subject to Conditions of Employment requiring full compliance with the EAP designated treatment program.

Participation in the Program:

- ◆ The EAP will communicate the employee's cooperation with the designated treatment program to the Honeywell Medical Department. Any non-compliance will be reported by the Honeywell Medical Department, to Human Resources, and to a Business Agent of Teamsters Local 101.
- ◆ The employee must have two negative drug or alcohol tests prior to returning to work.
- ◆ To return to work, the employee must report to the Medical Department with a written certification from the treating counselor stating that they are able to return to their normal job duties.
- ◆ Prior to returning to work the Medical Department will perform a substance and alcohol test. A positive result will be considered non-compliance and subject the employee to immediate termination.

- ◆ Follow-up testing:
- ◆ Upon returning to work after successful completion of the initial rehabilitation program employees will be subject to periodic, unannounced testing for two (2) years.
- ◆ An employee who tests positive or refuses testing, or who fails to complete a treatment program will be subject to termination.
- ◆ Failure to comply with all treatment protocol subjects the employee to immediate termination.

**SAMHSA SCREENING AND CONFIRMATORY
LEVELS FOR RANDOM TESTING**

Substance	Screening	Confirmatory**
Cocaine	300 ng/mL	150 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Amphetamines	1000ng/mL	500 ng/mL
Alcohol	≥.08 BAC	N/A

** Specific metabolites and compounds tested for in the Confirmatory test as well as their levels are as negotiated in 2002 contract negotiations.

Nothing herein is intended to supersede the provisions of the Employee Substance Abuse program implemented on January 1, 1992 as outlined in this Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING SUPPORT OF NEW TECHNOLOGIES

The Chesterfield Plant and Technical Center value the involvement and input of all employees in improving our work processes and making us a world class manufacturer of the highest quality products in the most efficient manner. The Union and the Company recognize the importance of building a competitive advantage through innovation and technology at our facilities and agree to use our employees' skills and talents in driving productivity and quality improvements in every possible way through the use of new technology, digitization and process control.

The Union and the Company agree that such actions will not be contrary to the provisions of this agreement. Should the use of a new technology, digitization or a process control significantly change an employee's job, the Company agrees to meet with the Union and discuss these changes and otherwise comply with Article 6, New Equipment, Classification or Operations.

Should the introduction of new technology, digitization or process control result in the proposed transfer of job duties that are traditionally associated with one job classification to another job classification, the Company agrees to meet with the Union and discuss the proposed changes and their effect on the bargaining unit.

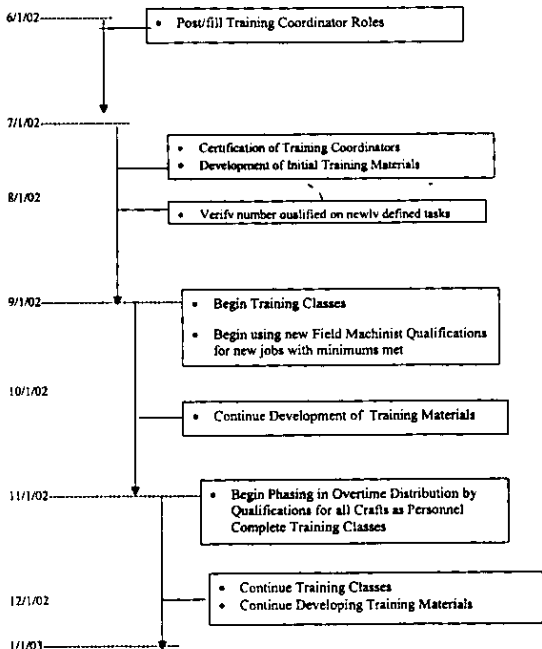
**MEMORANDUM OF
UNDERSTANDING**

**MAINTENANCE SKILL
ENHANCEMENT TRAINING
PROGRAM**

During the 2002 Contract negotiations the parties agreed that the Company will initiate a Maintenance Skill Enhancement Training Program. To this end, the Company agrees to establish two (2) Hourly Maintenance Training Coordinator positions – one for the Electrical and Instrument Mechanic crafts and one for all the Mechanical crafts. The primary role of the Training Coordinators will be to partner with other hourly personnel, salaried personnel, equipment vendors, and external training vendors to assess training needs, design and implement training programs and coordinate the delivery of training at the Chesterfield Plant and Technical Center. The Maintenance Training Coordinator positions will be posted internally and awarded by seniority (one from the Electrical or Instrument Craft and one from the Mechanical Crafts). The successful applicant will be required to qualify through the established Trainer Certification process.

The initial focus of the Maintenance Skill Enhancement Training Program will be on developing training programs to support the craft qualifications that address core needs at the Chesterfield Plant and Technical Center.

TRAINING PROGRAM SCHEDULE



MEMORANDUM OF UNDERSTANDING

UTILIZATION OF MAINTENANCE COMMON SKILLS

During the 2002 Contract negotiations, an understanding was reached regarding the need for all Maintenance Craft personnel at the Chesterfield Plant and Technical Center to fully utilize common maintenance skills 24 hours a day, 7 days a week to most effectively complete the total job. It is further understood that all work assignments will be consistent with the employee's skills, certifications, training, and abilities to safely and efficiently perform the tasks. Common skills are defined as those tasks that are common to most crafts and do not require a specific craft skill to perform safely. The following list is representative of the type of work considered common skills but is not all inclusive:

- Removing or installing insulation blankets or temporary insulation
- Removing Caylo insulation as needed
- Painting
- Minor rigging
- Minor adjustments such as tightening loose screws on guards
- Minor welding if trained
- Using a torch for cutting or heating if trained

- Minor sheet metal work such as bending material for patches
- Minor machine shop work such as broaching keyways
- Sandblasting if trained
- Tighten fittings for common leaks – air, water, etc. (not refrigeration)
- Fabricating vent lines or drain lines – no pressure (ex. drip pan)
- Fire watch
- Changing air filters
- Using hand tools
- Use of tools and equipment needed to complete the job
- Minor Carpentry such as making boxes for shipping/freight
- Changing light bulbs
- Replacing ceiling tiles
- Housekeeping
- General transportation
- Hanging boards/pictures

Overtime for Maintenance Craft personnel will be filled on the basis of primary craft. Maintenance Craft personnel will be expected to use all skills incidental to the completion of the job when working straight time or on overtime.

MEMORANDUM OF AGREEMENT

POLYMER PROCESS A-CLASS OPERATOR ASSESSMENT

All qualified Polymer A-Class Operators will be assessed annually on their knowledge of the areas, processes, and the job responsibilities of a qualified Operator.

Prior to the implementation of the annual assessment process, an initial needs assessment meeting with the Operator, the Polymer Hourly Certified Day Trainer and the Polymer Technical Trainer will occur. All applicable employees will be assessed by 3/31/2003. The purpose of the needs assessment is to assess the Operator's knowledge of the area, its processes, and the job responsibilities and expectations. At the end of the needs assessment meeting, the Operator will receive a document describing where the Operator needs to gain additional knowledge and where it appears the Operator is proficient. The Operator will have up to six (6) months to address the areas in need of improvement prior to beginning their annual assessment cycle.

The annual assessment discussion will include, as assessors, the Polymer Hourly Certified Day Trainer, the Foreman and the Polymer Technical Trainer. The decision on whether the Operator passes the assessment or has areas that require remediation will be made by the Foreman, the Polymer Hourly Certified Day Trainer and the Polymer Technical Trainer.

If the Operator is determined at standard or above in all areas of the assessment, they will be scheduled for their next assessment in twelve (12) months.

If the Operator is determined as needs development, the Operator will receive information about the shortcoming(s) determined during the assessment and is responsible to gain the expected level of proficiency on those specific issues. It is the responsibility of the Operator to contact the Polymer Hourly Certified Day Trainer or the Polymer Technical Trainer for assistance and to seek the resources (manuals, training resources, etc.) in order to gain the expected level of proficiency. This process is called remediation.

The Operator is expected to contact the Polymer Technical Trainer as soon as the Operator is prepared, at a maximum of six (6) months after the annual assessment, to demonstrate the expected proficiency on the subject matter where a shortcoming was determined during the annual assessment. At that time, significant improvement is expected. If significant improvement occurs, yet standard level of proficiency is not achieved, the Operator will, again, be required to remediate on the applicable subject matter. If the Operator does not significantly improve, the Company may disqualify an Operator who does not, after an, or several, remediation (reference paragraph 5 above) attempt(s) exhibit a satisfactory knowledge of such subject matter.

Regardless of whether or not an Operator is remediating on a particular subject matter, the regularly scheduled annual assessment will occur (twelve months after the last annual assessment).

* Operators qualified as of May 15, 2002 will not be subject to disqualification based on the assessment process. However, they will still be required to demonstrate proficiency in all areas of the assessment and, if needed, fully participate in the remediation process. The Company and the Union agree to discuss qualification issues arising with grandfathered employees.

MEMORANDUM OF UNDERSTANDING MATERIAL MOVEMENT

Effective May 15, 2002, the hourly rate of pay for the Fork Lift Operator, Polymer Operator C, and Sintex Helper jobs will be \$14.50.

Employees currently assigned to the Fork Lift Operator, Polymer Operator C and Sintex Helper jobs on May 15, 2002, or any employee with plant seniority on or before May 15, 2002 who is involuntarily rolled into these positions, will be grandfathered at the pre-May 15, 2002 hourly rate of pay, plus any negotiated increases, until such time as they bid on and are awarded or claim another job in accordance with their seniority and qualifications. No rate protection will be provided to employees that voluntarily bid into these positions.

No employee with plant seniority after May 15, 2002 will be allowed to freeze themselves in the Fork Lift Operator, Polymer Operator C or Sintex Helper jobs.

**MEMORANDUM OF
UNDERSTANDING
D.R.I.V.E. AUTHORIZATION
AND DEDUCTION**

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Company and the Union, the Company and the Union hereby further agree that:

The Company agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E shall notify the Company of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, D.C. 20001

The Company agrees to send, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

MEMORANDUM OF UNDERSTANDING

SURVIVING DEPENDENT CLAUSE

In the event of the death of an active employee, the surviving spouse and any eligible dependent children will be allowed continued participation in the health care plan, subject to the following:

- The spouse and eligible dependent children must have been covered at the time of the employee's death.
- The employee's monthly contribution is paid by the first of each month.
- Coverage for the spouse and dependent children ends upon remarriage, age 65 or eligibility for coverage under another individual or group insurance plan.

In the event the surviving spouse dies while covered on the company health plan, the dependent children will continue benefits if they continue to meet the dependent eligibility rules of the plan and applicable monthly contribution are paid by the first of each month.

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The Hourly Pension Plan will appear in a separate book.

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