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AGREEMENT



**DANA CORPORATION
SPICER MANUFACTURING, INC.**

FORT WAYNE PLANT

and

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**PAPER, ALLIED-INDUSTRIAL,
CHEMICAL AND ENERGY
WORKERS INTERNATIONAL
UNION, AFL-CIO, CLC**

and its

LOCAL UNION NO. 6-903

**EFFECTIVE JANUARY 28, 2002
TERMINATES JANUARY 31, 2005**

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1. RECOGNITION

The Company shall recognize the Union as the exclusive bargaining agent for all employees who are now on the hourly payroll and all employees who are in the future employed and placed on the hourly payroll of the Company, and shall negotiate with the accredited representatives thereof chosen by the Union for the purpose of settling any disputes which may arise concerning wages, rates of pay, working conditions, hours and other conditions of employment which may now exist or may arise in the future on any of those matters.

In the event the Company adds to its present manufacturing facilities in Allen County, Indiana, the terms of this agreement shall prevail and cover all employees who are eligible to be included in the Bargaining Unit, as defined herein and who are employed by the Company in such new undertakings.

Should the Company acquire warehouse facilities in Allen County, Indiana, by purchase, rent or lease and the Company has control of such facilities, the terms of this Agreement shall prevail and cover all employees who are eligible to be included in the Bargaining Unit, and who are employed by the Company in such new undertakings.

2. EXCLUDED EMPLOYEES

The Union agrees that it will not accept for membership in the Bargaining Unit, superintendents, supervisors, office employees, confidential clerical employees, guards, or anyone having the authority to hire or fire, or any other salaried employee of the Company.

A salaried person, area superintendent or area manager, supervisor or assistant supervisor will not perform Union work or replace an hourly employee except that he (excluding Time Study employees) may demonstrate jobs to employees, instruct employees, and in the presence of an employee perform experimental work involving a small number of pieces or perform work sufficient enough to insure him that a machine, fixture or set-up is performing satisfactorily.

When it is necessary for a representative of the Time Study Department to instruct an employee or demonstrate a job to an employee, it must be done in the presence of and through

the employee's supervisor.

The Company retains the right to select its excluded personnel.

An hourly-rated employee transferred to a salary-rated occupation shall accumulate seniority while in such occupation, except that:

All excluded employees currently on the Fort Wayne plant payroll before February 1, 1999 fall under the following paragraph.

Effective February 1, 1999, the company will allow all excluded employees working within the Fort Wayne plant that hold seniority in the bargaining unit a one time opportunity to elect to return to the bargaining unit. Excluded employees will have until April 1, 1999, to make their desire to return known in writing to management. Excluded employees that elect to return to the bargaining unit will be returned in an order determined solely by management. Management will return all affected employees to the bargaining unit by December 31, 1999. All excluded employees not on the Fort Wayne plant management payroll as of February 1, 1999, have no right to return to the bargaining unit.

All employees who elect to transfer from the bargaining unit to excluded status on or after February 1, 1999, fall under the following paragraph.

A bargaining unit employee that elects to accept an excluded position will have a one-time trial period of up to six (6) months to return to the bargaining unit. After six (6) months, the employee will forfeit all bargaining unit seniority and all rights to return to the bargaining unit under any conditions. If the employee returns to the bargaining unit, during their six (6) month trial period, and later elects to accept an excluded position for a second time, all bargaining unit seniority is immediately forfeited. A salaried person returning to the Bargaining Unit will return to relocation to choose a job through their Bargaining Unit seniority.

In the event the President, Vice-President, Union Bargaining Committee Person or Union Time Study Steward leaves office, they must remain out of office for a period of six (6) months before they can accept any management position

without forfeiture of all Bargaining Unit Seniority.

3. FACTORY SERVICEMEN AND PROCESS ENGINEERS

A factory serviceman called to work on a machine or equipment which is or will be under the work assignment of one of the Skilled Classifications, shall first report to the craft supervisor involved who will attempt to assign an employee from such Skilled Classification to assist him while he is setting up, repairing, or servicing such equipment.

A Process Engineer required to work on a machine or equipment which is or will be under the work assignment of an employee in the Bargaining Unit, shall report to the supervisor of the department who will assign an hourly rated employee to assist him while he is setting up, repairing or servicing such equipment.

4. ORGANIZATION STATEMENT

The company agrees that its employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

5. EQUAL EMPLOYMENT OPPORTUNITY

The Company and Union agree to continue their policies of non-discrimination or harassment in employment or Union membership because of race, color, religion, sex, age, national origin, disabled condition or veteran's status (Vietnam Era), in conformity with Presidential Executive Orders and Federal and State laws regarding Equal Employment Opportunity.

It is understood that the word he or she as used throughout this Agreement will designate an employee.

6. UNION SECURITY

Each of the employees covered by this Agreement shall, as a condition of employment, be or become a member of the Union not later than the 30th consecutive calendar day

following the beginning of his employment. Each such employee shall, as a condition of continued employment, remain a member of the Union in good standing to the extent authorized by the Labor Management Relations Act of 1947 as amended. Any employee failing to comply with the above conditions will be considered as having voluntarily quit.

7. CHECK OFF

On receipt of the authority properly signed by an employee, the Company will deduct from wages due the employee all Union initiation fees and dues. All deductions shall be made from the third pay of the month. Such deductions shall apply to only those employees who are on the payroll and receive money in excess of the deducted amount in the deduction period. If the deduction is greater than the amount of money received, there will be no deduction made.

The Union Secretary shall notify the Company during the second week of each month in writing of missed deductions that were authorized but were not made and these will be made at the next regular deduction period. Any and all sums deducted by the Company from the wages of its employees, shall be remitted to the Secretary-Treasurer of the local Union not later than the fourth pay of each calendar month.

Upon promotion or transfer from the Bargaining Unit, the deduction authority of the employee will be cancelled automatically. If subsequently returned to the Bargaining Unit a new deduction authority must be provided to the Company.

In the handling of the foregoing Union financial matters for the employees and for the Union, the Company accepts no legal responsibility or liability except that procedural errors will be corrected if they are called to the Company's attention.

8. UNION REPRESENTATION

The union shall have the right to be represented by a Union Bargaining Committee consisting of eight (8) members. One member of the Bargaining Committee will be designated by the Union as the Chairman. The Vice-President of the Union shall be a member of the Committee. The seventh and eighth members to be assigned one each on the second and third shifts. At Company and Union meetings and negotiations, all

Committeemen shall have the privilege of attending.

The Union President shall be subject to call and have the privilege of being present at meetings between the Company and the Union Bargaining Committee.

The Company shall negotiate with this Union Bargaining Committee as the sole representative of the members covered by this Agreement.

Based on the minimum and maximum number of employees per steward as stated in this item the Union shall designate (increase or reduce) stewards for the departments and shifts throughout the plant. It shall be the duty and privilege of a steward to present grievances or complaints for employees in his jurisdiction to the Company and its representatives through the channels of the grievance procedure herein set forth.

There shall be a minimum of twenty-five (25) and a maximum of fifty (50) employees per steward per shift. It will not be necessary for the jurisdiction of a night steward to be the same as the jurisdiction of a day steward.

The Company and Union shall meet once a year, prior to Steward elections, or more often for the purpose of redefining steward(s) jurisdiction in accordance with the provisions of the previous paragraph.

The redefinition of steward(s) jurisdiction mentioned above will be done by representatives of both parties in a responsible manner to achieve an average within reason between the minimums and maximums outlined above.

At the conclusion of the Stewards election, the Union shall notify the Company in writing the name of each Steward and the department(s) that he represents.

A member of the Union Bargaining Committee, the Union President or a Time Study Representative, upon completion of his term of office, who was a group leader or leadman at the time of his election and has greater seniority than a group leader or leadman in his department, will be offered the opportunity to replace the youngest group leader or leadman in the department and will be placed on the shift where his

seniority places him.

9. UNION TIME

The Vice President, Skilled Trades Committeeman, one Production Committeeman and the Non-Production Committeeman will be allowed eight (8) hours per day for the handling of Union grievances. The Chairman of the Bargaining Committee will be designated by the Union from one of the members listed above. The President will be allowed Eight (8) hours per day.

When the number of employees on first shift falls below 500 employees, the members listed above, with the exception of the Chairman, will be allowed four (4) hours per day. The four (4) hours will be allowed in increments of the first four (4) hours at the beginning of a shift or the last four (4) hours of a shift. Should there be two (2) Committeemen in the same department, each shall take his allowed hours at different times.

On days the regularly scheduled grievance meetings or special called meetings are held as outlined in Article 16, the first shift Union Bargaining Committee members, the Union President and Union Vice-President shall have eight (8) hours per day. When there are more than 200 employees on the second or third shift one of the Second and one of the Third Shift Committeemen shall have five (5) hours per day in addition to the time spent in such grievance meetings.

On second or third shift when the number of employees exceed 400 there will be two eight (8) hour Committeemen. When the number of employees on second or third shift fall to between 200 and 400 there will be one eight (8) hour Committeeman, and one four (4) hour Committeeman. If the eight (8) hour Committeeman is absent during this time the four (4) hour Committeeman will have eight (8) hours. If the number of employees on second or third shift fall below 200 there will be one eight (8) hour committeeman.

In the event the Chairman of the Bargaining Committee is absent, the Vice-President and remaining members of the first shift Union Bargaining Committee will be allowed the absent Chairman of the Bargaining Committee s eight (8) hours Union time. Should any of the first shift Union

Bargaining Committeemen be absent, the Union President will be allowed eight (8) hours Union Time. In the event the Union President, Vice-President or a remaining member of the first shift Bargaining Committee who is allowed four (4) hours per day is absent, the Union President, Vice President or a remaining member of the first shift bargaining Committee will be allowed the absent Union official s four (4) hours Union time.

In the absence of either (of less than one week) of the Night Shift Committeemen on the second or third shift, the allocated time shall be assigned to the Chief Steward upon notification to the Shift Superintendent.

In the situation where an elected Committeeman is not active because there is less than 200 employees on the shift, and the active Committeeman is absent, the inactive Committeeman will replace him during this period of absence.

The Company assures the Union that each Committeeman and/or the President, who is elected from an incentive department, will be afforded the opportunity to produce at incentive the same as any other member of the group.

The Union will notify the Company in writing one (1) week in advance of any newly elected Union Representative taking office who will be entitled by contract to two (2) hours or more Union time.

The Chief Stewards and backup Chief Stewards will be allowed eight (8) hours Union time when all of the Union Committeemen are out of the shop or in negotiations.

The Secretary-Treasurer will be allowed one (1) hour Union time per week.

Stewards will be allowed time for the handling of grievances, but not in excess of one (1) hour per day. Stewards allowed time will not be on an accumulative basis, but the supervisors will be permitted to approve the Steward s time up to the weekly number of hours allotted each Steward on a reasonable assurance of the need.

Pay shall be computed on the employee s day rate if he is a

day rate worker, or at the incentive earnings of the employee's home group for the current week if he is an incentive worker. Union time will not be taken during overtime hours unless approved by the Company.

10. UNION - PLANT ADMISSION

Members of the Bargaining Committee, President, and Secretary-Treasurer and Union Time Study representatives of the Union may enter or leave the plant at any time upon proper identification and registration with Plant Protection personnel. Any employee required to leave the plant on Union business during working hours shall, after notifying his supervisor, receive a pass from the Human Resources Manager or his designated representative stating that he is leaving on Union business. Such Union business shall be verified in advance by the Union President or his designated representative.

The Union International Representative may enter the plant upon prior notification to the Human Resources Manager and by registering under the regular plant admission procedure.

11. SUPPLEMENTARY CONDITIONS

Should there be any misunderstanding or dispute between the Company and the Union as to the meaning and application of the Provisions of this Agreement or any writing supplementary thereto or as to hours of work, rates of pay, or conditions of employment, or should any trouble or controversy of any kind arise with respect to the employees within the Unit as between the Company and the Union, there shall not, on account of such misunderstanding, difference, dispute, trouble, or controversy be any lockout, unauthorized strike, sit-down, suspension or slow-up of work, either prior to or during the efforts to settle such misunderstanding, difference, dispute, controversy, or trouble, or after the settlement thereof, but all such misunderstandings, differences, disputes, controversies, and troubles shall be settled with the utmost dispatch and only in the manner set forth under the Grievance Procedure.

No strike shall take place until such action has been fully authorized as provided in the constitution of P.A.C.E..

The International and local Union shall immediately and publicly disavow any illegal strike, walkout or work stoppage in violation of this Agreement and will use all means within their power to end such activity at the earliest possible time. If the international and local Union complies with the foregoing, they shall be held harmless from any legal liability in damage suits instituted by the Company. The Company shall have the right to discipline (including discharge) any employee who instigates participates in, or gives leadership to an unauthorized strike in violation of this agreement.

12. GRIEVANCE INVESTIGATION

A Steward will be permitted to leave his department to contact the Committeeman after duly notifying his supervisor that he is leaving on Union business.

13. GRIEVANCE PROCEDURE

Step No. 1.

Any employee or group of employees having a grievance shall have the option of taking the grievance up with his/their supervisor or he/they may take the grievance up with the Steward who will then take the grievance up with his/their supervisor. If the Steward takes the grievance up with the supervisor, the employee(s) should be present.

If the grievance is not resolved between the supervisor and the Steward or employee(s), the grievance shall be discussed further with the General Supervisor or Shift Superintendent and the two (2) of them will endeavor to make a satisfactory settlement. At the meeting with the General Supervisor or Shift Superintendent, the Supervisor should be present and the Steward may have a Committeeman present.

Step No. 2.

Should the Steward, Committeeman and General Supervisor or Shift Superintendent not succeed in adjusting the grievance satisfactorily in Step #1 it shall be reduced to writing on the grievance form in triplicate, stating the aggrieved employee or union contention and restitution requested, dated, designation of time, signed by the

employee and his Steward, and presented to the Area or Department Manager. The Area or Department Manager will date, designate the time of receipt, and sign the grievance. The Area or Department Manager shall within three (3) regular work days from the date of the grievance (weekends and holidays excluded) give his answer in writing on all copies of the grievance form. The Steward will date, designate time of receipt and sign the grievance form. The Steward will retain the pink copy and return all other copies to the Area or Department Manager. The Steward shall within three (3) regular workdays from the date of receipt give his answer stating his contentions on all copies of the grievance form. The Area or Department Manager will again date, designate time of receipt and sign, return the pink copy to the Steward and immediately deliver the remaining copies to the Human Resources Department.

Step No. 3

Should the decision of the Area or Department Manager not be satisfactory to the aggrieved employee, in Step #2, the grievance shall be referred to the Union Bargaining Committee as a whole and to representatives of the Company to be taken up at the next regular stated grievance meeting, unless the grievance is of such a nature as to require immediate attention.

The Manager of Human Resources or his representative shall at the next regular stated grievance meeting date, designate the time and sign all copies of the grievance form, and return the pink copy to the Chairman of the Bargaining Committee. The Manager of Human Resources or his representative shall within seven (7) days (weekends and holidays excluded) following the meeting place his answer on all copies of the grievance. The Chairman of the Bargaining Committee will date, designate time of receipt, and sign the grievance at the time the answer is given by the Manager of Human Resources or his representative. The Chairman will retain the pink copy and return the other copies to the Manager of Human Resources or his representative. The Chairman of the Bargaining Committee shall within seven (7) working days place the Union's answer stating their position on all copies of the grievance. The Manager of Human Resources or his representative will again date, designate time of receipt of answer, sign and return the pink copy to the

Bargaining Committee Chairman.

Should a disagreement or dispute arise over a discharge, the written grievance will be introduced in Step #3.

Step No. 4

Should the grievance not be resolved by the Company and Bargaining Committee in Step #3, it may at the request of either party be reviewed by the Plant Manager, or Acting Plant Manager and International Representative of the Union, and the Bargaining Committee, and with such other additional representatives as either party may desire.

The joint review meeting of the Plant Manager, or Acting Manager, the Union Representative and Bargaining Committee must be held within fifteen (15) days from the date of receipt of the Union's answer in the 3rd Step, unless agreed by the parties in writing to extend.

The Plant Manager or Acting Plant Manager shall within seven (7) days (weekends and holidays excluded) following the meeting, place his answer on the grievance.

Step No. 5

If the Union finds the Company answer unacceptable, they may refer the grievance to arbitration. Notification to arbitrate must be given in writing stating the Union's position to the Company's answer within five (5) working days after the next scheduled Monthly Union Meeting. If the grievance is not moved to arbitration, it shall be deemed to be at an end and shall be resolved in accordance with the Company's answer.

Upon receipt of the notice to arbitrate, the Company and Union shall jointly request the Federal Mediation and Conciliation Service to provide a panel of nine (9) arbitrators. The Company and Union shall alternately strike names until one remains, which shall then hear the case and make a decision. A coin will be tossed to determine who will strike first.

Within thirty (30) days after the selection of an arbitrator, The arbitrator shall establish a hearing date for an oral hearing at

which time both parties will have the privilege of being represented and to present oral documentary or physical evidence and to examine the witnesses of the other party. No evidence shall be introduced at the arbitration hearing that has not previously been presented or brought out in the steps of the grievance procedure. There will be no filing of post-hearing briefs by either the Company or the Union.

The arbitrator shall render his written decision within thirty (30) days from the hearing date, unless he requests additional time during the hearing and both parties agree to extend.

In deciding a case, it shall be the function of the arbitrator to interpret the Agreement and any agreed upon supplements thereto, and to decide whether or not there has been a violation thereof. He shall have no right to change, add to, subtract from, or modify any of the terms of this agreement and any agreed upon supplements thereto, or to establish or change wage rates or decide issues not directly involved in the case. The cost of the arbitrator's fee and expenses shall be divided equally between the Company and the Union. An arbitration proceeding may include up to two (2) grievances provided the grievances involved are similar in subject matter.

A joint letter will be submitted to the Arbitrator in the event that either the Company or the Union determines the Arbitrator's award required clarification.

14. GRIEVANCE TIME LIMITS

Time limits of any appeal or answer may be extended only by agreement between the parties.

An Arbitrator panel must be requested within six (6) months from the date the grievance was filed.

15. TIME LIMIT FOR RETROACTIVITY

All grievances shall be filed promptly and the Company shall not be required to pay any claim for wages, which accrue more than ninety (90) days before the date of delivering the grievances to the supervisor. The assignment of an incorrect wage rate, which occurs when an employee transfers or is

eligible for a progression increase, will be made retroactive to date of error.

If pay letters are not written within ten working days after notification has been given to the area manager by a committeeman, a grievance may be filed in the third step.

16. GRIEVANCE MEETING

The Company agrees that it will meet with the Bargaining Committee the first and third Thursday of each month, holidays excluded, beginning at 8:30 A.M. and concluding no later than 10:30 A.M. for the purpose of settling all grievances not otherwise settled. Should a holiday fall on the first and/or third Thursday of the month, said meeting shall be held the Wednesday preceding that Thursday. The Company will provide the Union with one (1) copy of on-the-record minutes taken at any Thursday meeting prior to the next regular scheduled Thursday Meeting.

Stewards and members of the Union Bargaining Committee shall receive their regular rate of pay or group average for attending the Thursday grievance meetings, but no compensation for time devoted to either regular or special meetings extending beyond their normal shift, unless the Company requests the meetings extend beyond regular working hours. Committeemen and Stewards assigned to the second and third shift will be paid for time spent in the Thursday grievance meetings.

The Union shall be permitted to include one (1) Steward at the Thursday grievance meetings.

On the Thursdays that the Company and the Union are not scheduled to meet, either the Company or the Union may request a special called meeting and the other party will be required to meet.

Special meetings may be called by agreement between the Company and the Union Bargaining Committee.

17. SENIORITY

Plant-wide seniority as detailed in this agreement, shall prevail for all employees except as further defined for the

Skilled Classifications listed in Item 18.

The following are definitions used in the application of Plant-wide seniority:

Plant-Wide Classification-Any classification other than those listed in Item 18.

Plant-Wide Seniority Employee- Any employee holding a Plant-Wide classification.

Plant-Wide Seniority List -The list of Plant-Wide seniority employees in seniority order.

18. SKILLED CLASSIFICATIONS

Listed below in numerical order are the skilled occupations, and the skilled classifications *within* each occupation.

SKILLED CRAFTS	
<u>CODE</u>	<u>CLASSIFICATIONS</u>
1. CCO	*Electrician Journeyman *Electrician Apprentice
2. CQO	*Engineer, Power
3. GVO	Gage & Tool Inspector Journeyman Gage & Tool Inspector — Trainee
4. GHO	Quality Layout Inspector Quality Layout Inspector - Trainee
5. MVO	*ToolMaker Journeyman *ToolMaker Apprentice
6. IHO IIO	*Machine Rebuilder Journeyman *Machine Repair Journeyman *Machine Repair Apprentice
7. IXO	*Millwright Journeyman *Millwright Apprentice
8. JSO	*Pipefitter — Journeyman *Pipefitter — Apprentice

- 9. KHO * Tool Grinder Journeyman
* Tool Grinder — Trainee
- 10. KTO *Repair Truck and Tractor Journeyman
*Repair Truck and Tractor Trainee
- 11. QHO *Gear Developer 1st Class
QDO *Gear Developer 2nd Class

It was agreed to, in the 2001/2002 negotiations that consolidation of the Welder, Painter, Carpenter, and Millwright classifications would be by Departmental Seniority.

An employee working in one of the skilled classifications listed above and designated by an asterisk (*) shall use, for purposes of seniority, the date of hire or transfer into that occupation. Employees in the classifications of Gear Quality Control and Gear Development as of January 14, 1971, shall use their plantwide seniority date for seniority purposes.

- a. An employee in department 45 classified as a trainee as of December 4, 1972, shall use that date (12-4-72) for their occupational seniority date. The order in which these employees shall appear on the occupational seniority list shall be determined first, by their date of hire or transfer to the trainee classification then secondly, by their plant-wide seniority date.
- b. On work requiring the services of skilled classifications, it shall be standard practice to have each craft perform its own type work. In some instances of varied work it is economically unsound to pursue a strict division of work. The Union agrees such borderline work will be performed promptly according to instructions and recourse will be made to the Skilled Trades Advisory Committee if it is in disagreement with the assignment of work. On a borderline case where doubt exists as to what classification shall perform the work, the work will be performed promptly according to instructions and recourse may be made to the Skilled Trades Advisory Committee if the employee is in disagreement

with the assignment of work. In an emergency where employees of a classification are not available, work will be performed promptly according to instructions and recourse may be made to the grievance procedure if the employee is in disagreement with the assignment of work.

18-1 PREFERRED CLASSIFICATIONS

	<u>CODE</u>	<u>CLASSIFICATION</u>	
1.	QAA	Quality Control Auditor	1st Class
	QBA	Quality Control Auditor	2nd Class
2.	QCI	Quality Control Investigator	1st Class
	QIH	Quality Control Investigator	2nd Class
3.	QSI	Quality Investigator Salvage	1st Class
	QRI	Quality Investigator Salvage	2nd Class
4.	JJA	Oiler	

An employee working on one of the preferred classifications listed above shall use his plant-wide seniority date for seniority purposes.

19. HIRING ORDER

When two or more employees start to work on the same day, the order in which they were first hired will determine the order in which their names shall appear on the seniority list, if there is no break in the probationary period. If that should occur, Item 20 will prevail.

20. PROBATIONARY PERIOD

After obtaining 120 days of active employment, within a nine (9) month period, the person will become a seniority employee on the 121st day. At that time the employee will be issued a permanent employee number and, if required because of a break in the probationary period, the plant seniority date will be adjusted and the employee will be added to the seniority list. In all cases the plant seniority date will be 120 days prior to the date the employee is placed on the seniority list. Either party has a right to ask for a short-

term extension. Both parties must agree. All benefits will key off of the employee's seniority date once it is established.

A probationary employee who goes on a leave-of-absence and/or a vacation, as set forth in Items 43, 44, 45, 46, 47 and/or 71, shall have his probationary period extended. The extension shall be the equivalent of the number of calendar days that the employee is on leave-of-absence and/or vacation, but shall not exceed 120 calendar days.

When Skilled classified probationary employee(s) complete the probationary period they will automatically be upgraded to journeymen. Such employees pay will be adjusted to reflect the upgrade the Monday following the completion of the probationary period.

An employee in his skilled probationary period will be placed on a shift by Management on, which there is also assigned a journeyman employee in the same occupation. He may not exercise Shift Transfer (Item 33-1) or be displaced by other skilled employees as a result of Shift Transfer (Item 33-1) until the completion of his probationary period.

A probationary incentive employee will be required to maintain and make available to his leadman and supervisor a production record in the same manner as a transferred employee under Item 33 Transfer Card.

20.1 VACATION REPLACEMENTS

The Company may hire individuals for the purpose of serving as vacation replacement employee(s) during the period beginning May 1 of each calendar year and concluding no later than the last full week in September. Individuals hired as vacation replacement employees during this period shall be automatically terminated and considered as a voluntary quit as of the last full week in September, or after the completion of 120 calendar days of employment, whichever comes first.

Individuals hired as vacation replacements shall not obtain or accumulate seniority. The Company will have the right to terminate a vacation replacement at any time between May 1 and the last full week in September, and shall have no responsibility to rehire or recall such an individual.

Employees hired as vacation replacements between the period beginning May 1 and concluding no later than the last

full week of September will not be subject to the layoff, transfer, or job filling sequence described in the Labor Agreement for seniority employees. The Company will unilaterally lay off, transfer and fill jobs with vacation replacements in a sound and efficient manner without the restrictions outlined in our Labor Agreement for seniority employees.

Vacation replacement employee(s) shall not be permitted to take part in job relocations until such time that all seniority employees have had an opportunity to exercise their seniority and select from the jobs being offered in relocation. Individuals hired as permanent employees who have not completed their probationary period shall be given jobs in relocation after the seniority employees have had an opportunity to select from the jobs and before vacation replacements are placed on such jobs, regardless of who was hired first.

An individual who is employed as a vacation replacement employee may not transfer to permanent employment. An individual who is employed as a vacation replacement employee may be hired as a permanent employee; however, *the individual must first voluntarily quit, which will terminate his employment as a vacation replacement.* Upon being hired as a permanent employee, an individual shall be required to complete a one hundred twenty (120) calendar day probationary period as outlined in Article 20. However *The calendar days worked while working as a vacation replacement will be counted toward the 120 calendar day probation period.* (No pyramiding of days From one year to the next) The Company will have a two week grace period to fill a permanent position if in fact that position requires filling.

An individual hired as a vacation replacement shall be so identified. No later than Wednesday of each calendar week, the Company shall submit to the Bargaining Committee the name, date of hire, employee number, department, classification and shift of all vacation replacements who were hired or terminated the preceding week. The list shall also include the name, date of hire, employee number, department, classification and shift of all vacation replacements who continue to remain employed.

21. SENIORITY LISTS

Seniority lists shall be maintained by the Company. Copies of these lists shall be furnished to the Union once each sixty (60) days.

The Company shall furnish the Union, upon request, once each contract year, a list of employees working for the Company on excluded jobs who hold seniority in the Bargaining Unit.

22. SENIORITY UNION REPRESENTATIVES

A Union Bargaining Committeeman, the President, the Vice-President or a Union Time Study representative shall head his respective seniority list first in classification, department and jurisdiction, and then secondly, the plant-wide list for layoff and preference of shift purposes only, as long as there remains a job he/she is capable of performing.

A Steward shall head his respective seniority list in his steward jurisdiction, first in department then jurisdiction, for layoff (Item 26 and 27, excluding Item 34, Temporary Layoff) and preference of shift only, and will remain as steward:

- (a) Until such time as a steward (excluding Time Study Representative) has insufficient seniority to remain working in the plant.
- (b) Unless he is replaced according to the By-Laws of the Union.
- (c) Until such time as a Steward, who is a skilled tradesman has insufficient seniority to remain in his/her classification.
- (d) A non-preferred Steward who is also steward over a preferred department cannot follow their Steward's jurisdiction into a preferred department.

The Union shall furnish the Company an up-to-date list of the Union Bargaining Committee, Executive Board, Union Time Study Representative and Stewards once each sixty (60) days.

23. LOSS OF SENIORITY

An employee will lose seniority when:

- (a) He/ She quits.
- (b) He/ She is discharged and the discharge is not reversed through the grievance procedure.
- (c) He/ She is absent seven (7) consecutive working days without good cause.
- (d) He/ She has been laid off and is recalled to work but fails to report for work within five (5) working days from the date of signing the certified or registered letter receipt or he will lose his seniority if the registered letter is returned as undeliverable from his last address of record.
- (e) He/ She has less than one (1) year seniority and is relocated on three occasions by the Human Resources department and is removed from the job each time for failure to perform the job satisfactorily. Such action is subject to the grievance procedure.
- (f) He/ She accepts employment elsewhere during his term of employment with the Company and fails to report to work with the Company.
- (g) Due to layoff, if more than seven (7) years have elapsed since he/she has worked for the Company.
- (h) On the effective date of his Dana Corporation - P.A.C.E. normal or early pension.
- (i) An employee who steals Company and/or employee property or who is engaged in the act of stealing Company and/or employee property will be automatically discharged.
- (j) He/ She fraudulently receives monies from either the Disability Benefit Plan or the State System Benefit.
- (k) He/ She defrauds the Company with the intent to collect pay for not working by leaving the plant without a proper

pass other than through the designated entrances.

- (l) He/ She defrauds the Company records in any manner with the intent to collect pay for work not performed.

24. DISCHARGES AND DISCIPLINARY LAYOFF

All discharges and disciplinary layoffs shall be subject to a review before the Union Bargaining Committee before final action is taken. A written notice of the final action taken shall be given the Chairman of the Bargaining Committee within twenty-four (24) hours, weekend days and holidays excluded. In the event that the Union is not satisfied with the decision of the Company, they shall notify the Company in writing no later than the Monday following the Executive Board Meeting, but in no event later than thirty (30) days after receiving the Company notice, weekend days and holidays excluded, of their intention to carry the case further.

Any employee being referred to the Human Resources department for discipline due to a history of tardiness and/or absenteeism will be notified by his supervisor the time of such disciplinary meeting and permitted to work his regular shift until such meeting is held.

Any employee who is temporarily suspended or permanently discharged from employment and the suspension or discharge is later reversed through the grievance procedure and/or Arbitration shall be reinstated with full seniority in accordance with the grievance settlement or arbitrator's decision.

When an employee is discharged the opening will be filled with a replacement employee, provided the Union notifies the Company of their intent to pursue a grievance no later than the Monday following the Executive Board Meeting, but in no event later than thirty (30) days. Replacement jobs filled in this manner will be considered permanent open jobs if the discharge is sustained or the Union fails to pursue the discharge within the stated time limits listed above.

Should the discharge be reversed through the Grievance Procedure and/or arbitration, the discharged employee will be returned to the shift, classification and department he held

prior to discharge.

25. LAYOFF NOTICE

When seniority employees are to be laid off for an extended period, the Bargaining Committee will be given at least three (3) days notice. In addition to the above the Company will adhere to the provisions of The Worker Adjustment and Retraining Notification Act upon its effective date.

Those employees on leaves of absence at the time of their layoff, from the plant, will be notified by mail at their last address of record, of their change of status and the effective date of such change. No further contact by the Company will be required for employees going on layoff from leave of absence other than the above.

26. LAYOFF-SKILLED OCCUPATIONS

When there is to be a reduction in the work force which necessitates displacing people from the Skilled occupations (Item 18) for an extended period of time, the following procedure will be used:

All Apprentices shall be put on the skilled occupation seniority list after the completion of 6,000 hours of apprenticeship within their skilled occupation. This provision will apply only to the layoff and recall of skilled trades employees and does not amend or abridge any other Agreement Item.

Within each affected Skilled occupation employees shall be removed by occupational seniority (least senior employee first) from each classification, as follows:

1. Trainees
2. Apprentices that have not completed 6000 hours of their apprenticeship and all required schooling.
3. Probationary Journeymen and Journeymen On Trial.
4. Power Engineer, Gear Developer Employees, and Journeymen.

Employees displaced from the following classifications shall be removed in the order listed:

- a. Gear Developer 2nd Class

b. Gear Developer 1st Class

Employees displaced from the Trainee classification shall return to Human Resources for relocation.

If their seniority is not adequate to bump into the card jurisdiction, they may exercise their seniority plant-wide.

Skilled employees removed from classifications other than Trainee will be returned to the Human Resources office for either Plantwide layoff relocations or layoff from the plant as determined by their seniority.

Those Skilled employees returned to Human Resources with adequate plantwide seniority to avoid layoff from the plant will be given the opportunity to exercise such seniority at the weekly plantwide layoff relocation meeting or take a layoff from the plant. An employee who elects layoff will be permitted to displace the youngest seniority employee plant-wide after four weeks from the effective date of the layoff. At the conclusion of the initial four (4) week voluntary layoff period, the employee may return to relocation to select a job and/or displace the youngest employee provided he has notified the Company one (1) week prior to the conclusion of his four (4) week period. If the employee fails to notify the Company of his intended return to work during the one (1) week advance notice period or if the employee elects to continue on voluntary layoff beyond the initial four (4) week period, the subsequent periods of voluntary layoff are on a week to week basis with one (1) week s advance notification to Human Resources required prior to the employees intended return to work.

26-1 LAYOFF, PREFERRED CLASSIFICATIONS

When there is to be a reduction in the work force, which necessitates laying people off from a Preferred Classification (set forth in Item 18-1), for an extended period of time, the following procedure will be used:

- A. Human Resources will honor the green transfer cards on file one time when the Company is reducing 35 or fewer employees from the plant. These cards will be honored on Thursday or on the next to the last workday of the week.

- B. Employees who occupy a Preferred Classification shall be removed from their Preferred Classification in reverse order of their plant-wide seniority, starting with the least senior employee who occupies the classification being affected. Employees removed from their classification will be placed in the department as determined by their plant-wide seniority. The employee with the least seniority being displaced from his department will have his choice by seniority of replacing the employee with the least seniority in the employee's card jurisdiction. Employees removed from the jurisdiction will be returned to the Human Resources office for either plant-wide layoff relocation or layoff from the plant as determined by their seniority.
- C. Employees who do not have adequate seniority to remain working in their jurisdiction shall be offered open jobs in the plant-wide relocation meeting in line with their plant-wide seniority.

An employee removed from a Preferred Classification may select a job in the plant-wide relocation if he possesses sufficient seniority, or he may elect to take a voluntary layoff. An employee who takes a voluntary layoff shall be permitted to displace the youngest seniority employee plant-wide after a period of four (4) weeks from the effective date of the layoff. At the conclusion of the initial four (4) week voluntary layoff period, the employee may return to relocation to select a job and/or displace the youngest employee provided he has notified the Company one (1) week prior to the conclusion of his four (4) week period. If the employee fails to notify the Company of his intended return to work during the one (1) week advance notice period or if the employee elects to continue on voluntary layoff beyond the initial four (4) week period, the subsequent periods of voluntary layoff are on a week to week basis with one (1) week's advance notification to Human Resources required prior to the employee's intended return to work.

An employee who elects a voluntary layoff must be eligible for and file an Employee's Application for Relocation (White Card) at the time he exercises his option to take the voluntary layoff.

A seniority employee displaced from his classification, department and/or jurisdiction as a result of this procedure but not laid off from the plant shall be permitted to file an Employee's Application for Relocation (White Card). It is the responsibility of the employee to file this request with his supervisor if the employee has adequate seniority to remain working in his jurisdiction but is displaced from his classification and/or department. It is the responsibility of the employee to file his request with the Human Resources office if displaced from his card jurisdiction. The card must be filed with the supervisor or the Human Resources office within five (5) workdays of the effective date of his displacement.

Qualifications must be considered in all relocations. If the supervisor (employment specialist or manager) has knowledge of an employee's inability to do a job he will suggest, in the presence of a Steward (Committeeman), that the employee take a job for which he can qualify. An employee who is relocated as a result of this procedure and unable to perform his job satisfactorily within sixty (60) calendar days will be returned to Human Resources and permitted to exercise his seniority at the regular weekly relocations.

27. LAYOFF - PLANT-WIDE CLASSIFICATIONS

When there is to be a reduction in the work force, which necessitates laying off people from the plant for an extended period of time, the following sequence will be used for plantwide seniority employee(s):

- A. An employee(s) shall be identified for removal from his respective classification in order of his seniority, starting with the least senior employee who occupies the classification in the department being affected.

The supervisor shall determine the number of employees who occupy the same department who have less seniority than the employees identified for removal from their classification within the department. The job(s) of the employee(s) who possesses the least amount of seniority in the department will be made available to each of the employee(s) who occupy the

same department, under Items 33 and 33-1 of the Transfer Procedure. Upon completion of the supervisor honoring the valid Transfer Cards under Items 33 & 33-1 the employee(s) who is identified for removal from his classification who did not get placed through the Transfer Procedure within the department will have his choice, by seniority, of replacing the least senior employee(s) within the department. The employee(s) who has the least seniority within the department shall be identified for removal from the department.

- B. An employee(s) who does not have sufficient seniority to remain working in his department will be removed from the department. The Company shall determine the number of employee(s) who occupy the same jurisdiction who have less seniority than the employee(s) who were removed from the department(s) within the jurisdiction. The job(s) of the employee(s) who occupy the same jurisdiction who has less seniority than the employee(s) being removed from the department(s) will be made available to each of the employee(s) who occupy the same jurisdiction under Items 33 & 33-1 of the Transfer Procedure. Upon completion of honoring the valid Transfer Cards under Items 33 and 33-1, the employee(s) displaced from his respective department(s) under step (A) who is not placed on a job through the Transfer Procedure, in the jurisdiction, will have his choice, by seniority, of replacing the least senior employee(s) within the card jurisdiction.
- C. An employee(s) who has been removed from his card jurisdiction because of insufficient seniority will be identified for return to the Human Resources office during the layoff week for the purpose of plantwide relocation or layoff from the plant. Before offering the job(s) at the plantwide relocation meeting, the Company shall identify employee(s) with the least seniority that is to be laid off from the plant. Mechanical and physical qualifications must be considered in these relocations. If the supervisor has knowledge of an employee's inability to do a job, he will suggest in the presence of the Steward that the employee take a job in which he can qualify.

Human Resources will honor the green Transfer Cards on file one time when the Company is reducing 35 or

less employees from the plant. These cards will be honored on Thursday or on the next to the last workday of the week.

A seniority employee removed from his classification or department due to production reasons shall be permitted to file with his supervisor Employee's Application for Relocation (White Card). It shall be the responsibility of the employee to file this request with the supervisor within five (5) working days (weekends excluded) of the effective date of his transfer.

The number of jobs to be relocated will be determined by the number of employees being handled in Human Resources who have enough seniority to displace the youngest seniority employees on the plant-wide seniority list. The Human Resources Department will notify the supervisor of the employees to be removed in his jurisdiction. The supervisor will honor valid Transfer Requests on file and notify the Human Resources Department what classifications are to be filled. The supervisor will honor valid Transfer Requests on file one more time after Human Resources has honored green Transfer Cards - personnel in a reduction of employees from the plant.

The Human Resources Department will honor Transfer Requests on file in accordance with the Transfer Procedure. The employees being relocated will, in the order of their seniority, be given their choice of the bump jobs or take a layoff. An employee who takes a layoff will be permitted to displace the youngest seniority employee after a period of four (4) weeks from the effective date of layoff. At the conclusion of the initial four (4) week voluntary layoff period, the employee may return to relocation to select a job and/or displace the youngest employee provided he has notified the Company one (1) week prior to the conclusion of his four (4) week period. If the employee fails to notify the Company of his intended return to work during the one (1) week advance notice period or if the employee elects to continue on voluntary layoff beyond the initial four (4) week period, the subsequent periods of voluntary layoff are on a week to week basis with one (1) week's advance notification to Human Resources required prior to the employee's intended return to work.

When jobs remain available as a result of employees taking voluntary layoff the most senior employees who were to be laid off from the plant will be given the opportunity to accept such jobs by seniority.

When a layoff is scheduled to be effective at the end of a week the employees affected will be handled on Friday and at the time the cut-off point is established and all valid cards are honored, the layoff will be effective for those employees who are scheduled to leave the plant. Employees who are relocated will be permitted to file an Employee's Application for Relocation (White Card) with the Human Resources Department. It shall be the responsibility of the employee to file this request with the Human Resources Department within five (5) working days (weekends excluded) of the effective date of his transfer.

An employee who is relocated under any provision of this procedure and is unable to perform his job satisfactorily at any time within sixty (60) calendar days will be returned to Human Resources and permitted to exercise his seniority.

28. REDUCTION OF MANPOWER FROM JURISDICTION

When there is to be a reduction in the work force, which necessitates removing employees from the jurisdiction, the following sequence will be used for plantwide seniority employee(s):

Human Resources will honor the green Transfer Cards on file one time when the Company is reducing 35 or less employees from the plant. These cards will be honored on Thursday or on the next to the last workday of the week.

- A. An employee(s) shall be identified for removal from his respective classification in reverse order of his seniority, starting with the least senior employee who occupies the classification in the department being affected.

The supervisor shall determine the number of employees who occupy the same department who have less seniority than the employees identified for removal from their classification within the department. The

job(s) of the employee(s) who possesses the least amount of seniority in the department will be made available to each of the employee(s) who occupy the same department, under Items 33 and 33-1 of the Transfer Procedure. Upon completion of the supervisor honoring the valid Transfer Cards under Items 33 and 33-1 the employee(s) who is identified for removal from his classification who did not get placed through the Transfer Procedure within the department will have his choice, by seniority, of replacing the least senior employee(s) within the department.

The employee(s) who has the least seniority within the department shall be identified for removal from the department.

- B. An employee(s) who does not have sufficient seniority to remain working in his department will be removed from the department. The Company shall determine the number of employee(s) who occupy the same jurisdiction who have less seniority than the employee(s) who were removed from the department(s) within the jurisdiction. The job(s) of the employee(s) who occupy the same jurisdiction who has less seniority than the employee(s) being removed from the department(s) will be made available to each of the employee(s) who occupy the same jurisdiction under Items 33 and 33-1, of the Transfer Procedure. Upon completion of honoring the valid Transfer Cards under Items 33 and 33-1, the employee(s) displaced from his respective department(s) under step (A) who is not placed on a job through the Transfer Procedure, in the jurisdiction, will have his choice, by seniority, of replacing the least senior employee(s) within the card jurisdiction.
- C. An employee(s) who has been removed from his card jurisdiction because of insufficient seniority will be identified for return to the Human Resources office for the purpose of plant-wide job relocation. The Company
- s h a l l
- honor the valid Transfer Cards under Items 33 and 33-1 of the Transfer Procedure before offering the job(s) in the plant-wide relocation to the employee(s) who will be returned to the Human Resources Office for placement

on a job in the plant.

Mechanical and physical qualifications must be considered in these relocations. If the supervisor has knowledge of an employee's inability to do a job, he will suggest in the presence of the Steward that the employee take a job in which he can qualify.

The Human Resources Department will honor Transfer Requests on file in accordance with the Transfer Procedure. The employees being relocated will, in the order of their seniority, be given their choice of the remaining open jobs. The employees may take voluntary layoff at this time.

Employees who are relocated will be permitted to file an Employee's Application for Relocation (White Card) with the Human Resources Department. It shall be the responsibility of the employee to file this request with the Human Resources Department within five (5) working days (weekends excluded) of the effective date of his transfer.

An employee who is relocated under any provision of this procedure and is unable to perform his job satisfactorily at any time within sixty (60) calendar days will be returned to Human Resources and permitted to exercise his seniority under the provisions of this procedure.

29. EQUALIZATION OF MANPOWER WITHIN DEPARTMENT

When there is to be a reduction of force from individual classifications within a department but not from the department, the following procedure will be used for placement of employees in plant-wide classifications:

A. CLASSIFICATIONS ADDING MANPOWER

- 1. TRANSFER CARD - DEPARTMENT (YELLOW CARD)**
(An employee working in a classification requesting a change of shift within the classification.)
- 2. WHITE CARD - DEPARTMENT** (An employee working in the department who had previously been taken off the

classification due to production reasons.)

3. **TRANSFER CARD - DEPARTMENT (BLUE CARD)** (An employee working in the department requesting a change of classification within the same department.)

B. CLASSIFICATIONS REDUCING MANPOWER

The employees with the least seniority being displaced in each classification will have the choice, by seniority, of filling the remaining jobs in the department after all valid cards under Items 33 and 33-1 (Transfer Procedure) have been honored within the department.

29-1 EQUALIZATION OF MANPOWER WITHIN JURISDICTION

When there is to be a reduction of force from individual departments within a jurisdiction but not from the jurisdiction, the following procedure will be used for the placement of employees in plant-wide classifications.

A. DEPARTMENT ADDING MANPOWER

1. **TRANSFER CARD - DEPARTMENT (YELLOW CARD)** (An employee working in a classification requesting a change of shift within the classification.)
2. **WHITE CARD - DEPARTMENT** (An employee working in the department who had previously been taken off the classification due to production reasons.)
3. **TRANSFER CARD - DEPARTMENT (BLUE CARD)** (An employee working in the department requesting a change of classification within the same department.)
4. **WHITE CARD - JURISDICTION** (An employee working in another department within the card jurisdiction who had previously been laid off from the department affected.) An employee does not have to accept any job in the department unless it is his classification.
5. **TRANSFER CARD - JURISDICTION (BLUE CARD)** (An employee in the department within the

card jurisdiction requesting a change to another department within the card jurisdiction.)

B. DEPARTMENT REDUCING MANPOWER

1. The employee with the least seniority in each classification affected will be given the opportunity by seniority to replace the employee with the least seniority in the department, after all valid cards under Items 33 & 33-1 (Transfer Procedure) have been honored within the department.
2. The employee with the least seniority being displaced in each department will have the choice, by seniority, of filling the remaining jobs in the card jurisdiction, after all valid cards under Items 33 and 33-1 (Transfer Procedure) have been honored within the card jurisdiction.

30. OPEN JOBS — SKILLED CLASSIFICATIONS JOB FILLING SEQUENCE

There will be no transferring to a skilled occupation as long as there are employees, including apprentices or trainees laid off from that occupation.

After all employees laid off from skilled classifications have been recalled, remaining job openings may be filled by the Transfer Procedure under Item No. 33 (excepting Item 33-3 UPGRADE).

The selection of an employee who has made application for transfer to a skilled classification shall be based on eight (8) years of documented related experience in the craft involved or a bonafide Journeyman's Status that was issued under the Department of Labor's guidelines, with due regard to seniority. When there is more than one employee possessing acceptable qualifications, the senior employee shall be selected. Qualifications shall be considered as stated above on the same or similar type of work together with the mental and physical ability to do the job. In the event it is determined the employees having Applications for Transfer on file do not possess the necessary qualifications, the Company will utilize the Apprenticeship/ Trainee Program or shall hire new employees who have necessary qualifications.

The parties understand that green cards are filed for skilled trades apprenticeship/trainee openings as a means of identification of those parties interested in interviewing. These cards for these jobs can be filed at anytime regardless of other card status. These cards are typically filed during the ten (10) working days the apprentice opening is posted. What has developed after the interviews are complete, are great deals of green cards that may not be reconsidered for several years. To expedite interviews for those truly interested in the apprenticeship/trainee openings, all green cards accepted for interviews will be discarded once the interviews are complete except for those cards filed by journeymen who have since left, voluntarily or involuntarily, from the trade.

31. OPEN JOBS - PLANT-WIDE CLASSIFICATIONS - JOB FILLING SEQUENCE

An open job exists (except as noted in (g)) when the Company determines an employee is to be added. When an open job exists, an employee who has made application for transfer to a plant-wide classification shall be selected on the basis of seniority with due regard to qualifications. Qualifications shall be considered as experience on the same or similar type of work or machine sense together with the mental and physical ability to do the job.

A representative of the Company will attempt to contact an employee who has a Transfer Request on file, one time, in order to determine if the employee desires to have his Request for Transfer honored. An employee who cannot be reached will not have his Transfer Request honored if he has so indicated on the Application for Transfer. His Transfer Card shall be by-passed and shall remain on file for future openings. If the employee cannot be reached and he has indicated on the Application for Transfer that he desires to have his Transfer Card honored, the Transfer Card will be honored.

When the employee cannot be reached and there is more than one open job for which the employee has made Application for Transfer, the Company will honor the Transfer Request in the numerical sequence indicated by the employee on the Transfer Cards. (First preference, second preference, etc.)

Open jobs will be filled in the following sequence:

- (a) TRANSFER CARD - DEPARTMENT (YELLOW CARD)(An employee working in the department requesting change of shifts within the classification.)
- (b) WHITE CARD - DEPARTMENT (An employee working in the department who had previously been taken off a classification due to production reasons).
- (c) TRANSFER CARD - DEPARTMENT (BLUE CARD)(An employee working in the department requesting a change of classification within the same department).
- (d) WHITE CARD - JURISDICTION (An employee working in another department within the card jurisdiction who had been previously laid off from the department affected). An employee does not have to accept any job in the department unless it is his classification.
- (e) TRANSFER CARD - CLASSIFICATION -JURISDICTION (YELLOW CARD)(An employee working in the jurisdiction requesting a change of shifts within the classification).
- (f) TRANSFER CARD - JURISDICTION (BLUE CARD)(An employee in a department within the card jurisdiction requesting a job change to another department within the card jurisdiction).

Upon completion of the preceding steps, the supervisor will notify the Steward of such completion and the jobs will be considered as filled to the employees in his jurisdiction.

- (g) CONTROL CARD OR WHITE CARD - PERSONNEL (An employee working in the plant or on voluntary layoff that has been laid off from his home jurisdiction with a White Card on file to return). An employee working in the plant does not have to accept any job in jurisdiction unless it is his classification.

An employee on voluntary layoff with a White Card on file must accept an available job within his day supervi-

- sor s jurisdiction in accordance with Item 32, Recall.
- (h) **TRANSFER CARD - PERSONNEL (GREEN CARD)**
(An employee requesting a change of classification from a department in a card jurisdiction to a department in another card jurisdiction. The Green Transfer Card - Human Resources will honor the green Transfer Cards on file one time when the Company is reducing 35 or less employees from the plant. These cards will be honored on Thursday or on the next to the last workday of the week.
 - (i) **RELOCATION - PERSONNEL** (Employees being relocated will be given a choice of jobs in the order of their seniority.) The open job, which is not filled at relocation, will be returned to the department of origin the following week, and the procedure will start a new should the Company still require the manpower.
 - (j) **RECALL LIST** - The oldest seniority employee on the recall list will be recalled.

32. RECALL PLANT-WIDE CLASSIFICATIONS

Seniority employees shall be recalled from layoff as follows upon completion of the job filling sequence.

- A. Laid off employees (not on voluntary layoff) will be recalled in order of seniority, starting with the most senior. An employee who is laid off from the plant will be required to return from layoff when recalled, to his classification within his department, department and/or card jurisdiction, regardless of whether he is on voluntary layoff or layoff.
- B. If a sufficient number of laid off employees do not accept recall (elect to remain on voluntary layoff) and it becomes necessary to hire new permanent employees and/or vacation replacements, the Company shall require the least senior employee (not laid off skilled trades journeymen) who is on a voluntary layoff status (providing the employee has the mental and physical ability to do the job) to return to work. The process of continuing to recall the least senior voluntarily laid off employee who has the mental and physical ability to do the job shall continue until such time that all of the open

jobs are filled.

- C. Employees who desire to return to their classification, department and/or card jurisdiction as set forth in Item 33 shall be required to file a White Card (Application for Relocation) within five (5) calendar days after he has returned to work (weekends and holidays excluded) with the Human Resources department or their supervisor, whichever is applicable.

SKILLED OCCUPATIONS: (Item No. 18)

An employee displaced from a skilled occupation as a result of layoff (Item 26) shall be recalled to his occupation as set forth below:

- A. Power Engineers, Gear Developer employees, and all Journeymen shall be recalled to their occupations and departments in the reverse order from which they were laid off (Last out, first back).
- B. An employee laid off from a skilled trade will be offered recall to plant-wide classification and/or preferred classification in order of his plant-wide seniority, just as any other employee laid off under a plant-wide classification or preferred classification. A laid off skilled trade employee (not apprentice) is not required to return to a plant-wide classification and/or a preferred classification if he elects not to accept recall.

During a period when it is determined by the Company that it is necessary to fill a temporary position in the skilled trades created as a result of a leave of absence or vacation that will last at least 1 week and not more than 5 weeks in duration, an employee displaced from the affected skilled classification maintaining plant wide seniority sufficient to remain working in the facility, may return to the classification in which they were laid off from without having to give up their current classification, unless plant manpower moves cause changes in said classification. If the employee elects to reject this temporary opportunity, he may do so once without voiding his white card rights. If he accepts the temporary position, the employee will be paid the existing rate for the classification in which they are being transferred to. The employee's period

of temporary transfer may be extended beyond the initial five (5) weeks with the agreement of a representative of the bargaining committee. Should the parties be unable to agree to extend the initial five (5) week period, the position will be filled in accordance with this Article 32.

If during a period of temporary transfer the person requests to return to their current non-skilled classification, they may do so but will forfeit their white card rights to the classification.

- C. An employee working in plant-wide classification who has been displaced from a skilled occupation shall be recalled to the skilled occupation and department from which he was displaced, in the reverse order from which laid off, (last out, first back). An employee desiring not to return to his previous skilled occupation must file a card
- D. Upon notice of recall, indicating that he does not desire to return to the trade.
- E. A journeyman employee who had not completed his 120- calendar days trial period at the time of layoff shall be recalled to his skilled occupation and department in the reverse order from which he was displaced from the trade (last 120-day trial employees out, first back).
- F. Apprentices shall be recalled to their occupations and departments in the reverse order from which they were laid off from the trade.

PREFERRED CLASSIFICATIONS: (Item No. 18-1)

Employees displaced from a preferred classification as a result of layoff shall be recalled in accordance with the following procedure upon completion of the job filling sequence: (Item No. 30)

- A. Employees classified as preferred employees shall be recalled to plant-wide classifications as set forth in the Recall Procedure for Plant-wide Classifications. An employee who is laid off from a preferred classification may elect to accept recall to a plant-wide classification or he may take a voluntary layoff rather than accept recall to a plant-wide classification.

- B. Employees classified as preferred employees shall be required to accept recall to their classification within their department, department and/or card jurisdiction.
- C. If a sufficient number of laid off employees do not accept recall to either plant-wide classifications or preferred classifications (elect to remain on voluntary layoff) and it becomes necessary to hire new permanent employees, the least senior employee laid off from either a plant-wide classification or a preferred classification who is on voluntary layoff status (provided the employee has the mental and physical ability to do the job) will be returned to work.
- D. Employees who desire to return to their classification, department and/or card jurisdiction as set forth in Item 33 shall be required to file a White Card (Application for Relocation) within five (5) calendar days after he has returned to work (weekends and holidays excluded) with the Human Resources department or their supervisor, whichever is applicable.

33. TRANSFER PROCEDURE WHITE CARD

A seniority employee removed from his classification or department due to production reasons shall be permitted to file with his supervisor an Employees Application for Relocation (White Card). It shall be the responsibility of the employee to file this request with the supervisor within five (5) working days of the effective date of his transfer, Monday through Friday during their shift, overtime and holidays excluded.

The application for transfer must be received prior to the start of the shift on Tuesday to be honored for the following week.

In the administration of the above procedure an employee on vacation, jury duty or bereavement will not be precluded from filing a white card.

- (a) Used only to return an employee who has been moved for production reasons (or has been displaced by an employee exercising a shift preference) back to his department, and secondly, to his classification. White

cards will be honored in the job filling sequence as described in Item 31 during a layoff from the plant, (Items 26, 26-1, 27); reduction or equalization from a jurisdiction (Items 28, 29-1) and reduction or equalization from a department. (Items 29, 27).

- (b) Never used for shift bumping or preference of shift.
- (c) Can be used for only one classification. An employee can have only one white card on file at any one time.
- (d) An employee, who does not place a white card on file within the specified time limit, shall have no further rights to return to his classification or department except under the provisions of the Transfer Procedure (Transfer Card).
- (e) An employee who makes application shall have the privilege of pulling his card at any time before he is offered the job. If the card is pulled, the supervisor must make this notation on the card and forward it to the Human Resources Department. Under this condition, the employee will be free to transfer to another classification under the provisions of the Transfer Procedure (Transfer Card). An employee may move as many times as they want without voiding their White Card. Should a Green or Blue Transfer Card be honored under these conditions all other Transfer Cards on file shall be voided. Further should an employee exercise and refuse his old department and classification (White Card) all Transfer Card, Item 33 provisions and restrictions will apply.
- (f) When an individual is reduced for production reasons from one department to another within the same jurisdiction, that employee may, within the time limits outlined in Item 33 - White Card, file a white card with his supervisor to return to his old department and classification. If this new employee makes a blue card move after being moved to this new department, his white card must still be considered valid and the supervisor must maintain that white card until it is honored.

When the above stated individual is removed from one department to another within the same jurisdiction and

files his white card in a timely manner, as described above, then makes a green card move to another jurisdiction, that jurisdictional white card must be forwarded to Human Resources immediately. This white card then automatically changes to a white card - Personnel at this point, and is maintained in Human Resources until it is honored. If an employee is relocated within jurisdiction and DMO's in his or her new department, that employee's white card will be forwarded to Human Resources per 33-f of the contract. This white card will be good only for the employee's home department (not jurisdiction).

- (g) An employee who refuses his classification in his department after having made application for such, is held from further transfer for three (3) months from the date offered, and must sign the white card on the reverse side to verify this choice. An employee who refuses to return to his classification in his department from out of jurisdiction, is held from further transfer for three (3) months from the date offered, and must sign card verifying such. Upon refusal, all requests for transfer on file are considered void.
- (h) An employee will not, after having accepted the job offer, be permitted to decline the transfer. When an Employee's White Card is honored, that Employee will be subject to the trial period under the transfer card procedure.
- (i) An employee's White Card will become void at the time the employee is laid off from the plant, except for an employee on voluntary layoff. An employee recalled will have five (5) days from date of reinstatement (weekends excluded) to file a White Card with either the Human Resources Department or supervisor, whichever applies.
- (j) An employee scheduled for reduction from his regular department, classification or shift, will be considered as having a White Card on file should a subsequent opening occur prior to his removal from his original department, classification or shift.

The opening within the employee's original department,

classification or shift will be filled by the employee scheduled for removal prior to honoring any Blue Jurisdictional Card or Yellow Shift Transfer Card. The employee scheduled for removal will remain in his original department, classification or shift, and will not have the opportunity to choose between his original job and the job that he was scheduled to occupy.

This procedure will amend Items 27, 29, 29-1, 33, 33-1 in the job filling sequence.

TRANSFER CARD

A new employee must have seniority before being eligible to request a classification or shift transfer (transfer card) under the provisions of this Transfer Procedure. An eligible employee desiring transfer within his card jurisdiction to an open job shall make formal written application (Transfer Card) with his immediate supervisor.

All Transfer Cards must be submitted in writing to the employee's immediate supervisor Monday through Friday during their shift, overtime and holidays excluded.

An employee not eligible for transfer may not request a transfer or have a transfer card on file during the time he is ineligible for transfer.

An eligible employee requesting a card transfer to an open job in a classification and not in the jurisdiction, shall make formal written application (Transfer Card) in duplicate with the Human Resources Department, one signed copy to be returned to the employee.

A representative of the Company will attempt to contact an employee who has a Transfer Request on file, one time, in order to determine if the employee desires to have his Request for Transfer honored. An employee who cannot be reached will not have his Request for Transfer honored if he has so indicated on the application for Transfer. His Transfer Card shall be by-passed and shall remain on file for future openings. If the employee cannot be reached and he has indicated on the Application for Transfer that he desires to have his Transfer Card honored, the Transfer Card will be honored.

When the employee cannot be reached and there is more than one open job for which the employee has made Application for Transfer, the Company will honor the Transfer Request in the numerical sequence indicated by the employee on the Transfer Cards. (First Preference, Second Preference, etc.).

An application will not be considered until it has been on file for a period of two (2) calendar days. The date a transfer request is placed on file is counted as one of the two calendar days the application must be on file before it can be considered valid. The next day shall be considered the second day, and the card on file shall be considered valid anytime on this date.

Human Resources will honor the green transfer cards on file one time when the Company is reducing 35 or less employees from the plant. These cards will be honored on Thursday or on the next to the last work day of the week.

A seniority employee transferring within the card jurisdiction will be eligible to request a transfer after a period of three (3) months.

A seniority employee transferring out of his card jurisdiction must serve three (3) months on his new job, however, he will be eligible for a shift transfer after a period of three (3) months under provisions of Shift Transfer Item No. 33-1. If an employee is moved for production reasons (other than a shift change) prior to the expiration of the three (3) months limitation, then the provision shall be void.

Any other Request for Transfer or Application for relocation on file at the time an employee is transferred under this section will be considered void.

An employee will not be permitted to decline a transfer after verbally accepting a job offered by either his supervisor or the Human Resources Office.

An employee who refuses to accept a job in his card jurisdiction after having made application for transfer shall be held from further transfer for three (3) months from the date offered and must acknowledge such by signing the reverse

side of the card. An employee who refuses to accept a job in another card jurisdiction after having made application for transfer, shall be held from further transfer for three (3) months (other than shift change) from the date offered, and must acknowledge such by signing the reverse side of the card. Any Request for Transfer or Application for Relocation on file at the time of refusal will be considered void.

A transferred employee will be on trial for the first sixty (60) calendar days he is on the job. During such trial period the transferred employee will maintain and make available to his leadman and supervisor a production and earnings record (on a form provided by the Company). The employee shall be returned to Human Resources for relocation any time during this period should he fail to perform the job satisfactorily, unless the decision is reversed by the grievance procedure. An employee returned to Human Resources for relocation because of failure to perform satisfactorily will not be eligible for transfer until the expiration of the three (3) month period.

An employee's request for transfer on file (Transfer Card) will become void at the time of layoff from the plant.

TRIAL PERIOD, SKILLED:

An employee who transfers to a skilled occupation in accordance with this section will be on trial for the first one hundred and twenty (120) days after the effective date of transfer. If at any time during the trial period management determines the employee is not performing satisfactorily, the employee will return to relocation. They will be placed in accordance with Layoff - Plant-wide Classifications Item 27. An employee returning to a plant-wide classification under this condition will not be eligible for further transfer until the expiration of three (3) months.

When an employee in his skilled trial period goes on leave of absence and/or vacation, as set forth in Items 43, 44, 45, 46, 47 and/or 71, he shall have his trial period extended. The extension shall be the equivalent of the number of calendar days that the employee is on leave of absence and/or vacation, but shall not exceed 120 calendar days when added to the number of calendar days previously worked during the trial period.

When an employee, transferred into a skilled occupation, completes his one hundred and twenty (120) day trial period, he will automatically be upgraded to Journeyman. The employee's pay will be adjusted to reflect the upgrade the Monday following the completion of the trial period.

An employee in his trial period in a skilled occupation will be placed on a shift by management on, which there is also assigned a journeyman employee in the same occupation. He may not exercise Shift Transfer (Item 33-1) or be displaced by other skilled employees as a result of Shift Transfer (Item 33-1) until the completion of such trial period.

33-1. SHIFT TRANSFER

An eligible employee desiring a transfer from one shift to another in the same classification and under the jurisdiction of his day supervisor shall make application (Shift Transfer) in writing with the supervisor, Monday through Friday during their shift, overtime and holidays excluded. The application must be received prior to the start of their shift on Tuesday to be honored for the following week.

In the administration of the above procedure an employee on vacation, jury duty or bereavement will not be precluded from filing a Shift Transfer.

A representative of the Company will attempt to contact an employee who has a Transfer Request on file, one time, in order to determine if the employee desires to have his Request for Transfer honored. An employee who cannot be reached will not have his Transfer Request honored if he has so indicated on the Application for Transfer. His Transfer Card shall be by-passed and shall remain on file for future openings. If the employee cannot be reached and he has indicated on the Application for Transfer that he desires to have his Transfer Card honored, the Transfer Card will be honored.

When the employee cannot be reached and there is more than one open job for which the employee has made application for Transfer, the Company will honor the Transfer Request in the numerical sequence indicated by the employee on the Transfer Cards. (First Preference, Second Preference, etc.).

The supervisor will notify the employee(s) being affected no later than the end of the last shift that concludes the workweek, normally Friday.

A plant-wide seniority employee will bump the employee with the least seniority in his classification in the department. If there is no employee with less seniority in his classification in the department, he will bump the employee with the least seniority in his occupation in the department. If there is no employee with less seniority in his occupation in the department, he will then be given the privilege of bumping the employee with the least seniority in his occupation within the card jurisdiction.

A three-way bump may occur when an employee changing shifts becomes the youngest employee within his classification or occupation on the shift he then can be displaced by another employee with more seniority in his department or by an employee moving within the occupational jurisdiction. This occurs within one move and in effect the first employee is bumped in transit to his new shift.

A seniority employee in a skilled occupation will bump the employee with the least seniority in his occupation.

An employee who is granted a transfer from one shift to another, under this section, will be eligible to request a Shift Transfer after a period of three (3) months. The employee; may, if otherwise eligible, Request a Transfer to another classification prior to the expiration of the three (3) month period.

A seniority employee bumped by another employee exercising shift preference, or moved for production reasons to another job or shift, shall have the privilege of requesting a shift change to the shift where his seniority places him without the three (3) month provision applying.

The employee has up to five (5) working days to ask for this Shift Transfer. If seniority does not permit the employee his shift preference, the five-(5) day Free Move privilege becomes void and the employee is eligible for shift change.

33-2. TEMPORARY SHIFT ASSIGNMENT

To facilitate the training of an employee on a particular shift, an employee with greater seniority shall be placed on another shift for a maximum period of thirty (30) calendar days. The qualified employee with the least seniority in the classification shall be the first employee affected by such transfer. This employee will not be asked a second time within one (1) year, until such time as all employees in the department on the shift to which he is assigned have been placed on another shift for this purpose. The employee being trained shall remain on the shift until such time as he is producing the required quality and quantity of work and is placed on the group at full efficiency, or until the maximum period of thirty (30) days expires, whichever may occur first. At this time the displaced employee will be returned to his original shift.

An employee shall not be permitted to remain on the shift on which he was placed as a result of the thirty (30) day break-in period. The employee must return to his regular shift for at least one (1) week before being eligible for a shift change under the provisions of Transfer-Shift.

In the application of this Item to skilled craft classifications the maximum period for temporary shift assignment shall be sixty (60) calendar days.

33-3(A) UPGRADE - SKILLED CLASSIFICATIONS

Apprentices, Trainees and workers in the following skilled classifications within their respective occupational groups will be upgraded, when qualified, without the need of a formal application, in ascending order, as follows:

Engineer, Power

Gear Developer - 1st Class

Gear Developer - 2nd Class

Machine Rebuilder

Machine Repair

Quality Layout Inspector

Quality Layout Inspector - Trainee

The senior employee in each step who is qualified shall be given the first opportunity for the upgrade.

An upgraded employee shall be on trial for the first (180) One Hundred Eighty calendar days he is on the job. At any time during this period should he fail to perform the job satisfactorily, he shall be returned to the classification from which he came. The employee will not be allowed to reapply for the position for 2 years from date of removal.

33-3 (B) UPGRADE - PREFERRED CLASSIFICATIONS

Upgrading from one preferred classification to another will occur, when the employee is qualified, without the need for formal application.

The senior employee in each step who is qualified shall be given the first opportunity for the upgrade.

An upgraded employee shall be on trial for the first sixty (60) calendar days he is on the job. At any time during this period should he fail to perform the job satisfactorily, he shall be returned to the classification from which he came.

34. LAYOFF — TEMPORARY

During a temporary reduction in manpower in a department or on a shift an employee may be temporarily laid off according to the needs determined by Management and upon notification of a Committeeman, in the following manner.

- (a) **Customer Related Temporary Layoff** An employee or employees on a shift or in a department may be temporarily laid off for up to five (5) days in any one hundred eighty (180) calendar day period as determined by the Plant Manager or his designee due to customer related circumstances. For the purposes of calculating the one hundred eighty (180) calendar day period, the date of the first layoff under this section (a) will be the starting point.

Should the Plant Manager or his designee determine additional temporary layoffs beyond the five (5) days are needed within any one hundred eighty (180) day period, he must receive agreement from the Chairman of the Bargaining Committee or his designee.

- (b) **Temporary Layoffs Due to Business Hazard** An employee or employees on a shift in a department may be temporarily laid off for up to six (6) days in any one hundred twenty (120) calendar day period due to circumstances involving business hazards as determined by the appropriate area manager, shift superintendent or their respective designees. For purposes of calculating the one hundred twenty (120) calendar day period, the date of the first layoffs under this section (b) will be starting the starting point.

Should the area manager, shift superintendent, or their respective designees determine additional temporary layoffs for circumstances involving business hazards are necessary within any one hundred twenty (120) calendar day period, they must receive agreement from the Bargaining Committee Chairman or shift committeemen or their respective designees.

- (c) A twenty (20) day maximum per departmental shift will be effective for temporary layoff in a one (1) calendar

year period. This maximum will be applied by combining total temporary layoff days used by a shift in a department in section (a) and (b) above. For purposes of calculating the one (1) year period, the date of the first layoff by shift in a department will be used. It is understood that for the purpose of applying shift or department any portion of the affected shift in a department will be considered as an occurrence.

Should the Company determine that additional temporary layoffs are necessary beyond the twenty (20) day maximum in this section (c) due to either circumstances involving customer related conditions or business hazards, the Plant Manager or his designee must receive agreement from the Chairman of the Bargaining Committee or his designee.

When it is necessary to temporarily layoff employees under these provisions, the most senior employees within a department on a shift will be given the opportunity for a voluntary layoff. Should the senior employees of the affected department on a shift not accept voluntary layoff, the least senior employees of the department will be involuntarily laid off per these provisions. Should an employee be temporarily laid off on a voluntary or involuntary basis, the employee will return to work at the beginning of the shift from which they were laid off at the conclusion of the temporary layoff period. If an employee is unavailable for any reason, he will not be asked for voluntary layoff.

Except for purposes of rotation, the maximum days will not apply by individual employees but rather by occurrence per shift in a department.

A day of temporary layoff is defined as set forth below:

1. An employee who works less than four (4) hours and is sent home due to circumstances under this item.
2. An employee who works four (4) hours or more and is sent home due to circumstances under this item.

An employee or group of employees if they so choose may

elect to go home under the circumstances defined in this Item (34). Employees electing to go home will not be counted under any of the prescribed maximums. An employee electing to go home under these circumstances will not be denied a personal no work pass.

An employee who accepts a temporary job during the first four (4) hours of his shift must work the balance of the four (4) hours. An employee who accepts a job after the first four (4) hours of his shift must work the remainder of the shift.

When necessary to temporarily layoff employees under these provisions, the layoffs will be rotated as equally as possible among the employees on the shift affected due to business hazards. Rotation of layoffs due to business hazards shall only take place as the employee with the least seniority on the shift affected has accumulated three (3) days layoff within a one hundred twenty (120) calendar day period. When rotation is necessary, the next youngest seniority employee shall be temporarily laid off with the provisions of this procedure applying. Should the most senior employee on the affected shift accumulate three (3) days layoff the rotation procedure will begin again with the least senior employee until the maximum limitation of six (6) days in a one hundred twenty (120) day period is reached.

An attempt will be made to recall an employee who has elected to go home during a temporary production reduction when it is found that production can be resumed on his shift. The employee must have requested recall at the time he elected to go home and be available by telephone. Production will be resumed, however, with those employees still available.

Under these provisions an employee working on a temporary job out of his department but within the jurisdiction of his day supervisor may be replaced by another employee with greater seniority from his jurisdiction. An employee working on a temporary job out of the jurisdiction of his day supervisor can only be replaced by an employee from the jurisdiction to which he is temporarily assigned.

An employee otherwise contractually eligible for holidays including Bonus Sunday or ACD days will not be ruled ineligible due solely to being temporarily laid off under this item.

Item 71 provisions for a vacation shut down will not be applied to Item 34 in any way.

Every effort will be made to keep the frequency of such occasions and the effect on employees on any shift in a department, to the absolute minimum required by customer related problems and/or business hazards. Item 34 is a temporary layoff procedure and is not intended to be substituted for the regular layoff procedure.

35. MAINTAINING RECALL RIGHTS

The Company will request by certified or registered mail, the following information from each employee laid off, during the month of April of each year.

1. The employee's desire to maintain his recall rights.
2. The address where he wishes to be contacted on recall.

The laid off employee must answer within fifteen (15) calendar days from the date of receiving the request by either-

1. A personal appearance at the employment office where he will be given a proper receipt or
2. Registered or Certified mail.

The Company will give the Union a list of the employees who fail to respond within fifteen (15) calendar days.

An employee who fails to respond within fifteen (15) calendar days from the date of receipt of list by the Union by either -

1. A personal appearance at the Employment office where he will be given a proper receipt, or
2. Registered or Certified mail,

such employee will be considered as having voluntarily quit and his name will be removed from the seniority list.

36. GROUP LEADERS LEADMEN

The qualifications required for Group Leaders and Leadmen shall be determined by the Company and they will be selected by the supervisor.

The supervisor will use the following procedure in the selection of a Group Leader or Leadman.

- (a) Determine where the opening exists.
- (b) Determine the qualifications required for the particular opening.
- (c) Consider the qualifications of each employee by order of seniority starting with the employee having the greatest seniority.
- (d) The supervisor will contact his first choice to determine the employee's acceptance or rejection.
- (e) The employee with greater seniority not selected will be given an explanation as to the reasons he was not selected for the opening.
- (f) If the employee selected accepts the opening, he will start on the shift where the opening exists.

Where a Leadman or Group Leader is on Vacation, Sick Leave, or Leave of Absence, a temporary Group Leader will be appointed by the supervisor and the provisions outlined above will not apply.

Should an employee classified as a Group Leader be on a sick leave status and unable to work for period beyond six (6) consecutive months, it is mutually agreed that the Group Leader classification will be filled in accordance to the contract provisions of Item 36. Upon return of the employee on sick leave, such employee will be reinstated to the Group Leader classification, and the Group Leader selected due to the above condition as a replacement will be removed as Group Leader.

A temporary group leader/leadman will be selected, for instructional purposes only, on a shift in departments which do not have a regular group leader/leadman, whenever a new employee is added to that department or group.

It is understood that new employee above is defined as an inexperienced employee.

The Group Leader or Leadman will place and instruct employees on various jobs within his jurisdiction, perform work in the classifications over which he is Group Leader or Leadman, and such other assignments as delegated by his supervisor to the benefit of the employees in his jurisdiction; however, he shall have no responsibility for disciplinary matters or the hiring of employees.

If there is more than one Group Leader or Leadman in a department shift preference shall be determined by seniority. Group Leaders or Leadmen shall have shift preference only after having served three (3) months on their respective job. Any eligible Group Leader or Leadman who desires a shift transfer, shall make written application with the day supervisor. The day supervisor shall make arrangements for the transfer within five (5) days after receiving the proper request. A Group Leader or Leadman who changes shift at his own request shall have no further right to transfer to another shift for a period of three (3) months.

Group Leaders or Leadmen will be subject to the provisions of Layoff - Temporary, except that Group Leaders or Leadmen may be asked to work out of seniority by shift if in the opinion of the supervisor, circumstances justify such a request. Such arrangements must be agreeable to the Bargaining Committee.

When it becomes necessary to reduce the number of Group Leaders or Leadmen within a department the Group Leader or Leadman removed from his job or shift will have the choice of replacing the youngest Group leader or Leadman in the department, or he may elect to give up the job. If he gives up the job, he will return to the last classification and shift of record where his seniority places him.

A Group Leader or Leadman who is also a Steward may be bumped by another Group Leader under the bumping procedure outline in Item 36 of our current Labor Agreement. Being Union Steward does not hold an employee to a shift as a Group Leader or Leadman.

A Group Leader or Leadman will not be bumped until he is

the youngest seniority man remaining on the shift in his department. At the time he is the youngest seniority man, he will be considered in the classification he held prior to becoming Group Leader or Leadman and the regular provisions of bumping will apply. This does not change the procedure of a Group Leader or Leadman bumping Group Leaders or Leadmen for shift preference.

A Group Leader is eligible to the Transfer Card procedure within his shift. When a Group Leader or Leadman is removed or he elects to give up the job, he will return to the last classification and shift of record.

An employee selected as Group Leader or Leadman in an established group or new group other than his own shall, after three (3) months, acquire a new classification as well as department and jurisdiction. Such classification shall be assigned at the time the employee is selected as Group Leader or Leadman.

37. JOB REMOVAL AND SPLITTING OR COMBINING DEPARTMENTS

When a job is moved from one department to another within the plant, the employee holding such job shall have the privilege of moving with the job if he elects to do so. If the employee elects not to move with the job, he shall be placed in accordance with the Layoff or Transfer Procedure.

When two or more departments are combined, all white cards on file for the affected departments will be honored before any other cards.

For the purposes of Item 37, job shall mean the operation in a department in a specific classification to which an employee is assigned consisting of specific duties to be accomplished by that operation with the equipment that is provided to perform the operation.

It is further understood that in the application of Item 37, a job being moved amounting to more than 50% of an employee's time in a forty (40) hour week, will allow the employee holding such job the privileges set forth in Item 37.

The Bargaining Committee will be notified in writing at least

two (2) full calendar weeks prior to any contemplated departmental split or any combination of departments.

38. JOB ELIMINATION

When a job is eliminated, the employee holding such job shall be placed in accordance with Article 27 - Layoff, Plant-wide Classification.

For the purpose of Item 38, job shall mean the operation in a department in a specific classification to which an employee is assigned, consisting of specific duties to be accomplished by that operation with the equipment that is provided to perform the operation.

39. NEW CLASSIFICATION

When an operation involving a new classification is added to a department and an employee is to be assigned to the classification the supervisor will notify by A.V.O. the First, Second and Third Shift Stewards. Employees in that department only will be permitted to file Transfer Requests for the job by noon the next regular work day. An employee in the department will be given the first chance to fill the job unless an employee moves with the job to the new department.

When a new job is created, the Company will set up a new classification and rate covering the job in question.

The new classification and rate will be considered temporary for a period of thirty (30) calendar days following the date of notification to the Bargaining Committee. During this period, but not thereafter, the Bargaining Committee may request the Company to negotiate a different rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate unless otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the thirty (30) day period, or if within sixty (60) days from the date of notification to the Bargaining Committee no grievance is filed concerning the temporary classification and rate, the temporary classification shall become permanent.

If a grievance is filed on the temporary classification and rate,

the grievance shall be handled according to the Grievance Procedure outlined in this contract. If the grievance is referred to the Arbitrator, he will be empowered to determine the proper classification and/or rate for the new job, using as a basis of comparison other jobs in the plant.

40. SAFETY AND HEALTH

The Company will meet the requirements of factory inspection laws and laws for the protection of the health and safety of its employees.

All operations in the retimed departments shall have a hoist when the part weight exceeds 65 pounds based upon the cyclical elements of the rate.

There shall be a Safety Committee consisting of four (4) members of the Bargaining Committee and representatives of the Company. The Company representatives will consist of all Production Area Managers the Production Support Area Manager, 2nd and 3rd Shift Superintendents, and the Plant Safety Director. The Bargaining Committee members shall consist of two (2) from the first shift and one (1) from each of the night shifts plus one (1) visiting steward. The Safety Committee shall meet once each month for the purpose of discussing safety suggestions, programs and problems.

Attendance at the Monthly Safety Committee meeting is mandatory. Each member of the Safety Committee will be given various safety problems and/or programs to investigate and resolve. Written status reports will be submitted by each member on assigned projects monthly. Copies of these reports will be distributed to the Plant Manager and the Bargaining Committee Chairman.

In the event that additional divisions are established, the new division shall be represented by a member of the management from that division at the monthly Safety Committee meeting.

The Union representatives serving on this Committee shall be granted two (2) hours called time per month to attend this meeting.

The Union will be provided with any notes taken by the Company in the Safety Meetings. Employees will report all unsafe equipment conditions or

practices to their Department supervisor. If the unsafe condition is not corrected within a reasonable period of time or the employee and supervisor disagree as to the seriousness of the alleged condition, it shall be referred to the Safety Supervisor and the Safety Committee. If it is agreed the condition or equipment is unsafe, a Maintenance Work Order will be issued and stamped Safety Item by the Plant Maintenance Area Manager. All such orders will be given priority over normal work orders. If the correction cannot be accomplished within one (1) week, the Plant Maintenance Area Manager will inform the Safety Committee of the anticipated completion date.

Should the Plant Maintenance Area Manager not be able to obtain the appropriate information within the designated time, he shall submit a written report to the Plant Manager with a copy to the Bargaining Committee Chairman.

If an operation is determined to be unsafe by a member of the Safety Committee, that job may be shut down through joint agreement of the Safety Committee and the Safety Director, or their designee, on days. On the night shifts it would be through agreement of the Safety Committee and the Night Shift Superintendent, or their designee.

Where the Company requires certain protective equipment be worn, it is agreed to continue the practice of providing such equipment at no cost to the employee.

Examinations or tests for exposure to toxic elements required under the OSHA regulations shall be provided at no cost to the employee.

The Company agrees to provide the Union with a copy of reports which it is required to submit under the Occupational Safety and Health Act.

Prior to an OSHA inspection by the appropriate designated agency, the Company will advise a Local 6-903 Union Representative so he may participate in the inspection. A Bargaining Committee representative shall be paid for time spent participating in the inspection and meeting.

The Company will continue its program for employees authorized to operate trucks within the plant.

41. INDUSTRIAL INJURY

An employee who is injured to the extent that first aid is inadequate and a doctor's care is necessary, shall be provided transportation to and from the doctor's office. A non-incentive employee will be paid at his prevailing base rate plus shift premium and cost of living; an incentive employee will be paid at his earned rate for the last previous weeks earnings plus shift premium and cost of living for time actually lost on the day of the injury, and any two (2) occurrences following the original injury where complications connected with the original injury prompt the doctor to send the employee home for the balance of his regular shift. An employee who is able to return to work must report back and work the balance of the shift. An employee unable to return to work due to industrial injury, will be provided transportation to his home, if he so desires and other arrangements cannot be made.

If an Employee is held at the emergency room or doctors office past the end of their shift, they will be paid for the time they are in the emergency room or doctors office up to four (4) hours at the appropriate rate of pay.

42. INJURED EMPLOYEES

An employee who has been injured in the plant or is suffering from an occupational disease as the result of employment in the plant shall be placed in Department 99 (light duty) if the employee is capable of, in the opinion of the Company Physician, performing Department 99 (light duty) work. The employee will remain in Department 99 or on leave of absence, until he is able to return to his regular job or ninety (90) days has expired. Should ninety (90) days expire without the Company Physician releasing the employee to his regular job, the employee must be placed where possible on an available job in his department. An employee who cannot be so placed will be referred to the Human Resources Department who will attempt to place the employee on a suitable job within a classification where an opening exists which has no transfer requests on file. If a job is not available, the employee shall displace the junior employee with the least seniority on the Seniority List holding a job which the employee can perform provided the injured employee has sufficient seniority to displace the junior employee. This shall be done with a committeeman present. The displaced

employee shall exercise his seniority as specified under the Layoff Procedure. An employee who cannot be placed under the above procedure will be placed on a leave of absence. Reasonable accommodations will be made if necessary. When in the judgment of Company Physician and Human Resources Department he has sufficiently recovered, he will be returned to his regular job.

An employee assigned to a job due to his physical impairment will subject himself to a physical examination by the Company Physician every six (6) months or more often if the employee's condition merits the exam.

An employee returning to work following an industrial injury must clear through the Human Resources Department to be reinstated as an active employee. The employee must, after having received his release from the doctor give notice to the Human Resources Department of at least eighteen (18) hours prior to his return. Should a job not be available for the employee to return to work within the specified time, the employee will be so notified, and arrangements made to notify the employee when a job, which he can perform, is available. Once a job has been provided under the provisions of this section the employee will report to work at the starting time of the assigned shift and will continue to work on this job until the job ceases to exist or he is released to return to his regular job. For each day the employee reports for work as instructed by the Company he shall be assured of a minimum of four (4) hours work. When the job ceases to exist, the employee will report to the Human Resources Department who will endeavor to locate another job using the above procedure.

In no case will an injured employee placed on a job under the above provisions be allowed to retain the job once he has been released to return to his regular job.

It is understood that the employee will not be given a preference of shifts other than the one his seniority entitles him to.

Employees having permanent injuries or incapacities necessitating special agreements will be bound accordingly unless changed by the Company and the Bargaining Committee.

All replacement employees being removed by a returning

employee from sick leave will be placed in department 56 as an overflow employee for the remainder of the week and returned to the Human Resources department at the conclusion of the week for relocation.

43. LEAVE OF ABSENCE — MILITARY

Any employee, who may be accepted for military service, under any act of the Congress of the United States shall be returned to work as required by the applicable laws then in force.

A seniority employee who is drafted or enlists shall, after completing thirty (30) days of service, receive forty (40) hours pay at his regular base rate plus Cost-of-Living Allowance. To receive this pay, the employee must return a properly completed form to the Company.

44. LEAVE OF ABSENCE — PERSONAL

(a) A leave of absence shall be understood to mean an absence from work requested by the employee covering an agreed period of time not to exceed thirty (30) days. Leaves of absence shall not be granted for other employment of any kind.

(b) Employees must return to work on the first regular workday following the day of termination of a leave of absence, or previously have arranged for an extension of the leave.

(c) Before returning to work from a leave of absence the employee must clear through the Human Resources Department in order to be reinstated as an active employee.

(d) Upon application to the Company, leaves of absence for personal reasons may be granted employees at the convenience and discretion of the Company for a period not to exceed thirty (30) days in any one (1) calendar year, without loss of seniority.

45. LEAVE OF ABSENCE - UNION OR PUBLIC OFFICE

Leaves of absence will be granted to Union members who are elected or selected to office or positions within the

International Union or Local thereof, without loss of seniority. Such leaves of absence shall be requested in writing by the Local Union President. He shall set forth in writing the office or position that the individual will hold and duration of time for which the individual will be on leave.

Employees elected or selected to public office will be granted a leave of absence for the term of such office without loss of seniority upon proper application. The individual applying for such leave shall make application by setting forth in writing the office or position being held and the duration thereof.

Return to work from such leaves of absence will be in accordance with the then existing seniority rules.

46. LEAVE OF ABSENCE — SICK

(a) A seniority employee who is unable to work due to sickness or injury will be transferred to the sick roll after seven (7) working days of absence in order to protect the employee's seniority, providing the employee presents a doctor's statement to the Company before the conclusion of the seventh working day of absence. If an employee fails to provide the Company with the written doctor's excuse, the Company will consider the legitimacy of the employee's reasons for failure to provide the doctor's statement before taking action. The doctor's statement shall include the nature of the ailment or injury and the probable length of time the employee will be off. Should the period of disability extend beyond the time originally estimated, it will be necessary for the employee to procure a second doctor's report covering this extension, and finally, when the employee is able to return to work, he will be required to get a final statement showing the date of release for work.

The Company may at its discretion request the employee on sick leave to subject himself to a physical examination by a doctor or clinic chosen by the Company. Should a determination by a Company doctor that the employee is able or unable to return to work be in contradiction to a determination by the employee's doctor that he is able or unable to return to work due to sickness, the dispute shall be referred to a third doctor or clinic, whose determination shall be final and binding.

Should the examining physician and/or clinic uphold the contention of the employee, the Company will pay the bill. Should the examining physician uphold the contention of the Company, the employee will pay the bill.

(b) An employee returning from sick leave must clear through and present to the Human Resources Department a final doctor's statement to be reinstated as an active employee. The employee must, after having received this release from the doctor, give notice to the Human Resources Department of at least eighteen (18) hours prior to his return.

When the employee returns from leave, he will be placed on the job from which he left. If he does not have seniority to hold this job, the provisions of LAYOFF-PLANT-WIDE will apply.

(c) For seniority employees with less than one year of seniority, no sick leave shall extend beyond a period of time equal to the employee's seniority at the time such absence commenced. An employee on sick leave because of compensated injury or occupational disease shall be continued on such sick leave for the duration of such disability.

(d) A seniority employee who is unable to work due to either sickness or injury for a period of six (6) months will be reviewed by the Human Resources Department and a member of the Union Bargaining Committee. If it is found that the employee on sick leave will not be returning to work within a reasonable length of time, not to exceed three weeks, the job will be filled as an open job in accordance with the Contract provision Item 31.

(e) Employees on leave, excluding Military, Union, or Public Office which extend beyond thirty (30) calendar days, having a white card on file, will have the white card honored automatically. Employees on leave or employees who are working in the plant that have been injured, or are suffering from an occupational injury, will be allowed to file and have Transfer Cards honored as outlined in Item 33.

Any employee who is on Sick Leave and is removed from his classification, department and/or jurisdiction, for any reason, will be put back in that classification, department and/or jurisdiction, seniority permitting, as long as he is on Sick Leave.

47. LEAVE OF ABSENCE MATERNITY

An employee who is requesting a maternity leave of absence shall be granted such leave by providing the Company a written statement signed by the employee's doctor that verifies that the employee is disabled. The leave of absence shall commence upon the date that the employee is first determined to be disabled and shall conclude at the time the employee is no longer disabled.

An employee who returns to work from maternity leave must provide the Company with a written statement from the employee's doctor which releases the employee to return to work.

The Company may, at its discretion, request the employee on maternity leave to subject herself to a physical examination by a doctor or clinic chosen by the Company. Should a determination by the employee's doctor conflict with the Company doctor's determination, the dispute shall be referred to a third doctor or clinic, whose determination shall be final and binding.

These examinations shall be paid for by the Company. Any action taken by the company against an employee as a result of the finding of such examination shall be subject to the regular grievance procedure.

48. REPLACEMENTS

1. Replacements will be designated as personnel replacements or jurisdiction replacements.

Employees hired as vacation replacements between the period beginning May 1 and concluding no later than the last week of September will not be subject to the layoff, transfer, or job filling sequence described in the Labor Agreement for seniority employees. The Company will unilaterally layoff, transfer and fill jobs with vacation replacements in a sound and efficient manner without the restrictions outlined in our Labor Agreement for seniority employees.

- A. A personnel replacement is an employee who selects a job through Human Resources job relocation that is vacated as a result of an

employee going on leave of absence or vacation.

B. A *jurisdiction replacement* is an employee who is reduced from his permanent classification or department who remains working within his permanent jurisdiction as a replacement. He is the least senior employee within the jurisdiction and he occupies the job of an employee on leave of absence or vacation within his jurisdiction.

2. If it is known at the outset that a leave will exceed six (6) months, the jobs filled as an open job through the Transfer Procedure.

3. If it is necessary to fill a job because an employee goes on leave of absence or vacation for a period not to exceed six (6) months, such opening is filled with a personnel replacement employee or a jurisdiction replacement employee.

4. A replacement job for an employee on leave of absence may be maintained for a period of six (6) months. At the expiration of this period of time, the job is reviewed by the Human Resources Department and a member of the Bargaining Committee. If it is found the employee will not return to work within three (3) weeks, the job is filled as an open job through the Transfer Procedure.

5. The Group Leader will assign replacements to a job within the department consistent with Item 36, and with due regard to product quality and departmental efficiency.

6. An employee placed on a replacement job is not permitted to exercise shift preference except when there is a reduction of replacements from one shift to another within a department, And / or group in Department 46. Then the seniority person on the shift being reduced will be given his or her preference. He cannot be bumped by another employee exercising shift preference, unless the person whose place he is taking would have been shift bumped and he remained at work.

7. An employee placed on a personnel replacement job is not permitted to place a transfer or white card with the super-

visor for a job in that jurisdiction. He must file the card with the Human Resources Department.

8. An employee placed on a jurisdiction replacement job is not permitted to place a transfer or white card with the supervisor for a job in that jurisdiction. Upon return to a permanent job within the jurisdiction he shall be permitted to file an Employee's Application for Relocation (white card) with his supervisor. It shall be the responsibility of the employee to file this request with the supervisor within Five (5) working days (weekends excluded) of the effective date of his transfer.

9. For purposes of this item, leave of absence includes sick leave, personal leave, military leave, political leave, union leave and maternity leave.

10. For purposes of this item, mechanical and physical qualifications must be considered. If the supervisor has knowledge of an employee's inability to do a job, he will suggest, in the presence of the Steward, that the employee take a job in which he can qualify.

48-1. REDUCTION OF MANPOWER REPLACEMENTS

1. When it is necessary to reduce a department or jurisdiction, the reduction is accomplished using the following sequence:

- i. Employees within the jurisdiction who are designated as personnel replacements, are returned to Human Resources for relocation or layoff, in reverse order of their plant-wide seniority.
- ii. Employees within the jurisdiction who are designated as jurisdiction replacements are returned to Human Resources for relocation or layoff, in reverse order of their plant-wide seniority.
- iii. When there are two or more jurisdiction replacements and a reduction in the work force necessitates the removal of some but not all of the jurisdiction replacements, the jurisdiction replacement remains within his home department as long as he has sufficient seniority to remain a jurisdiction replacement.

- IV. If a jurisdiction replacement has insufficient seniority to remain within his department, he displaces the least senior jurisdiction replacement.
 - V. If a jurisdiction replacement has insufficient seniority to remain within his jurisdiction, he returns to Human Resources for relocation or layoff.
 - VI. If it is necessary to reduce beyond personnel and jurisdiction replacements, permanent employees within the jurisdiction are removed as outlined in the layoff procedure.
 - VII. The senior permanent employees identified for removal from their jurisdiction (Item 28-C) are retained, first within their department and second, within their jurisdiction. They displace the personnel or jurisdiction replacements removed in steps I and II.
2. When it is necessary to reduce a department or jurisdiction because an employee returns from leave of absence:
- I. A personnel replacement displaced will displace the least senior personnel replacement within the jurisdiction.
 - II. A jurisdiction replacement displaced will first displace the least senior replacement within his department, second within his jurisdiction.

48-2. EQUALIZATION OF MANPOWER REPLACEMENTS

When there is a reduction of force from individual departments within a jurisdiction, but not from the jurisdiction:

- I. Replacement employees will not be affected unless the employee on leave whose place he is taking has insufficient seniority to remain in his department.
- II. If the employee on leave has the least seniority in the classification affected he is given the opportunity in line with his seniority to displace the least senior employee in the department.

- III. If the employee on leave has the least seniority in the department affected he is given the opportunity in line with his seniority to fill the remaining job(s) in the jurisdiction.
- IV. A representative of the Company will make an attempt (one call) to contact an employee on leave who is reduced from his classification or department. If he can't be contacted, he is placed on the last remaining job in the department or jurisdiction.

48-3 RECALL --- REPLACEMENTS

1. When it is necessary to add to a department or jurisdiction, the permanent open jobs are filled in the following sequence.

- I. The Company fills the open jobs as described in Item 31 (a) through (e).
- II. The senior jurisdiction replacement shall return to the permanent open job within his home department.
- III. If there are no permanent open jobs within his home department he shall choose a permanent open job within his jurisdiction.
- IV. An employee will not, after having accepted a permanent open job within his jurisdiction, be permitted to decline the transfer.

48.4 REPLACEMENTS SKILLED CLASSIFICATIONS

When there are no employees laid off from an occupational list in Item No. 18 (Skilled Classification) a replacement job in those occupations shall be filled with a plant-wide seniority employee and in accordance with the provisions of Open Jobs, Item 30, providing it is decided a Trainee and/or Apprentice classification can be utilized as the replacement, or an employee who is qualified to perform the work has a valid Request for Transfer on file.

When the Company finds it necessary to replace an employee on a leave of absence or vacation from a Skilled Classification listed in Item 18 the following procedure will apply:

1. All provisions of Item 32 (Skilled Occupations) must be exhausted.
2. Should number one above be insufficient to accomplish the necessary replacement then a replacement will be selected through the Apprentice selection procedure for the applicable craft.

Upon the return to work of the employee on leave, or vacation, the replacement selected for the job under the provisions above shall be returned to the job from which he transferred, seniority permitting, and be entitled to the white card provisions of Item 32 for a future opening. If it is necessary to replace the employee who transfers to the replacement job, Item 48 will apply.

48.5 REPLACEMENTS PREFERRED CLASSIFICATIONS (EXCEPT D-56 OILERS)

When an opening occurs as the result of a leave of absence in any of the occupational groups listed in Item 18-1, (Preferred Classifications) the oldest seniority employee laid off from the respective occupational list will be recalled. Subsequent recalls to this same occupational list will cause the replacement to be transferred to the open job and the next seniority employee on that occupational list recalled to the replacement job. Layoffs shall work in the reverse so that the youngest seniority employee on the occupational list working will be the replacement.

When there are no employees laid off from an occupational list in Item 18-1, the replacement job will be filled by the Human Resources Department and the employee will remain on the job until:

- (a) Employee returns from leave.
- (b) Replacement transfers by own request.
- (c) There is a reduction in the occupation, at which time the replacement will be the first employee laid off.
- (d) Item 46 (d) will apply.

48-6. UNION OR PUBLIC OFFICE REPLACEMENTS

A. Periods of less than six (6) months will be filled with replacements and all provisions of Item 48 will apply.

B. Periods which will exceed six (6) months will be filled as open jobs in accordance with the provision of Item 31 of the Contract.

49. IDENTIFICATION OF REPLACEMENTS

When an employee is placed on a replacement job, the Human Resources Office will issue an identification card in triplicate, so it will become the equal and combined responsibility of the Human Resources Department, the supervisor and the Day Steward to assure continued accurate identification of the replacements. The assignment of the replacements will be reviewed weekly by the Day supervisor and Day Steward.

The supervisor will identify the replacements on his manpower board by a color card.

50. PERMANENT AND TEMPORARY REPLACEMENTS DEPARTMENT 56

When a temporary opening occurs within the oiling classification (JJA) of Department 56, the following procedure applies:

(1) The supervisor will review the department and determine if there are any permanent people displaced from the oiling classification who are currently in plant services who have a white card on file in the department. In seniority order, these employees would be offered this job.

(2) The supervisor will contact Human Resources to determine if there are any plantwide white cards (active or laid off employees) outstanding for oilers (JJA).

(3) If no permanent white cards exist, the supervisor would fill the replacement job with the most senior temporary white card employee if he wished to do that job. Temporary white cards are issued to those employees who have worked in the oiling classification (JJA) as temporary replacements for vacations, sick leaves, etc. (After his temporary assignment is completed he would return to the PLS classification and

refile his temporary white card for the JJA classification in the department.) If the senior employee refused the JJA job, his temporary white card is void. No other penalty would apply to this temporary white card being refused.

(4) Blue card - jurisdiction (PLS). If employees have cards on file to go from PLS to JJA classification within Department 56, then these cards would be honored in line with seniority. When the temporary job is completed, the employee would return to the PLS classification and have the ability to file a departmental temporary white card.

If the job is a permanent opening, the following additional steps would be added.

(5) White Card - Human Resources - PLS. If an employee has a white card on file in Human Resources for a PLS classification in Department 56, he will be offered the opportunity to fill the job in the JJA classification with all provisions of the white card applying.

(6) Green Card - Human Resources (JJA). Any green cards on file in Human Resources would be considered in order of seniority for the filling of the open JJA jobs.

Further, when a permanent opening occurs in the JJA classification, if filling by the temporary white cards listed above, the employee moving into that open job would become a permanent JJA classified employee with all contractual rights associated with that job as outlined in the labor agreement.

The classification of JJA and PLS, for purposes of overtime, would be maintained on separate rosters and PLS classified employees would only be allowed to farm into the JJA classification as directed by Item 54-4 - Overtime Procedure - Preferred Classification Except Inspection.

For purposes of layoff, the JJA classified employees may, seniority permitting, bump into the PLS classification with full departmental, permanent white card rights.

51. PAY-HOURS AND PREMIUM

An employee's workweek will be a calendar week beginning on Monday at the starting time of the regular shift to which the employee is assigned.

The third shift will start the normal workweek at 11:00 P.M. on Sunday, with no premium pay to third shift employees as a result of starting the workweek on Sunday.

There shall be a specified starting and quitting time for each job including lunch period. No changes in the starting or quitting time affecting hourly rated employees shall be made without being discussed first with the Bargaining Committee. Notice of any change will be given to the Bargaining Committee at least one (1) day in advance.

The hours for a continuous three-shift basis will be as follows:

1st shift- 7:00 A.M. to 3:00 P.M. 15 minutes paid lunch
2nd shift- 3:00 P.M. to 11:00 P.M. 15 minutes paid lunch.
3rd shift- 11:00 P.M. to 7:00 A.M. 15 minutes paid lunch.

Fifteen (15) minute paid lunch periods will be paid at 120% or will be provided in full in the incentive rates.

Employees must be in their departments ready to begin work at their scheduled starting time and work up to quitting time.

A penalty of one-tenth (1/10) of an hour will be given an employee who arrives at work from one (1) to six (6) minutes late. For tardiness beyond six (6) minutes the regular procedure of six (6) minute intervals will apply, i.e., up to twelve (12) minutes minus two-tenths (2/10) of an hour, etc.

An employee will be compensated on the basis of a twenty-four (24) hour day beginning with the starting time of the shift to which the employee is assigned. Each twenty-four (24) hour day will be a complete unit and will stand on its own.

Straight time is paid for:

(a) The first eight (8) hours of work performed Monday through Friday in any continuous twenty-four (24) hour period;

Time and one-half is paid for:

(b) The first two (2) hours of work performed over eight (8) hours Monday through Friday in any continuous twenty-four (24) hour period.

- (c) Work performed for the first eight (8) hours on Saturday.
- (d) An employee requested to leave the plant and work intermittently in any working day shall be paid time and one-half after the first intermission.

Double time is paid for:

- (e) Work performed over ten (10) hours Monday through Friday in any continuous twenty-four (24) hour period;
- (f) Work performed over eight (8) hours on Saturday;
- (g) Work performed on Sunday.
- (h) Work performed on any of the paid holidays included as holidays in the agreement, including a Swing Shift man or a Trick man working his regular scheduled week.

Employees who have left the plant for the day and are later recalled to work overtime will be guaranteed at least two (2) hours overtime work.

An employee who reports for work less than two (2) hours prior to his starting time will be only paid for the amount of time worked up to the starting time of his shift providing he is contacted at least two and one-half hours prior to his regular starting time.

An employee shall not be required to work more than eight (8) hours in a day or forty (40) hours in a week. It shall not be compulsory for any employee to come to work before his regular starting time nor work past his quitting time.

An employee will not be allowed to leave the plant between his starting and quitting time without a proper pass.

52. PAY SWING SHIFT

The Power House Department and Electrical Department are the only departments considered as swing-shift departments and the following exceptions are made to PAY HOURS AND PREMIUM for these departments only:

- (a) Employees working on a swing shift whose regular shift

runs through the first day of rest and second day of rest shall receive overtime on the same basis as outlined in Item 51 with the following exceptions: Where the word Saturday appears it shall read on the first day of rest in a calendar week and where the word Sunday appears it shall read on the second day of rest in a calendar week, except that they shall receive time and one-half for hours worked on Sunday when it falls within their regular work week.

(b) Swing shift men making a regular change from one shift to another and this change causes them to work two (2) different shifts within a twenty-four (24) hour period will be considered as working two (2) different days and no overtime is to be paid for this move. However, an eight (8) hour period must elapse before starting on the new shift.

(c) Swing shift men, herein defined as those men working in the Power House and Electrical Maintenance Department who in accordance with their present regular weekly schedule, work both night and day turns in the same work week, shall be considered as night men throughout the week, and receive the night bonus for all hours worked within the week. It is understood that this agreement includes only those men regularly assigned to such a swing shift and shall not be construed to cover cases where in an emergency either a night shift man works days or where a day shift man works nights.

53. PYRAMIDING OF OVERTIME

Overtime and premium rates of pay will not be pyramided.

54. GENERAL OVERTIME PROCEDURE

General provisions on overtime which will apply to production, non-production, skilled, and preferred.

The following overtime provisions have been agreed to by the Company and the Union and supersede any previous agreements either in the Contract or other Supplemental Agreements, both verbal and in writing. Any future agreements or clarifying amendments to this agreement either verbal or in writing, must have the written approval of the Human Resource Department and the Union Bargaining Committee.

The Company shall adhere to the appropriate overtime procedure when assigning employees to work overtime; but shall not be required to go beyond any given point in the procedure or complete any given step within the procedure beyond what they deem necessary when assigning overtime.

Normal week day, weekend, and holiday overtime hours will not be scheduled for less than four (4) hours for hold-over or early overtime during the normal asking time. All Normal Saturday, Sunday and Holiday Overtime will be scheduled for eight (8) hours.

The Overtime Register will be the official record of all charged hours in a department and a copy will be kept in the Employees department.

An employee will not be charged overtime hours worked or refused off shift when such overtime is not in conjunction with his regular shift.

Overtime hours will be indicated daily and accrued on the basis of hours by shift. The names of employees in a department shall be listed by seniority.

For safety and health reasons, no more than 16 hours in a rolling 24-hour period can be worked. The employee will not be eligible or charged for any overtime beyond 16 hours.

Note: If the employee is authorized to work and does, the employee will be charged for the hours worked.

Stewards shall be given as much notice as possible of overtime work or of conditions that pertain to an employee being asked to perform unusual duties on overtime that he does not do normally.

The four (4) hour period which immediately precedes the normal starting time of a given shift will be referred to as early overtime. The four (4) hour period which immediately follows the normal quitting time of a given shift will be referred to as hold-over overtime.

The Company will complete the contact procedure by the end of the shift for weekday overtime known by the supervisor. The Company will complete the contact procedure by the end

of the shift on the last regular workday of the week for known weekend, holiday or early Monday overtime. No overtime asked after the end of an employee's regular shift, Monday through Friday, will be charged. (Weekday overtime only)

Supervisors will review with the Steward the list of employees scheduled to work overtime in the Steward's jurisdiction. The supervisor will provide called time to the Steward for the time necessary to review the overtime list.

Employees who refuse overtime in their home department will not be allowed to work any other overtime.

The Steward will initial the list if he is in agreement, after which no claims for pay will be honored. The names of employees scheduled to work will be entered on the list, which is presented to the Steward.

Employees who accept farm-out overtime, and later are scheduled in their home department, must return to their home department.

When a supervisor calls in employees for overtime, he shall have a Steward, or a Union representative, or another hourly employee present when the calls are made. Time spent will be considered called time.

If a supervisor calls and reaches an employee's answering machine, he will identify himself and state that he is calling for overtime purposes, and request the employee to pick up the phone. If the employee does not pick up the phone at this time, the supervisor will hang up and continue with the asking sequence.

The Union will reserve the right to bring to the Company's attention any situation in which overtime has been assigned to a department in such a manner as to create an imbalance between overtime opportunity between shifts. The Company will endeavor to correct the imbalance in subsequent overtime scheduling.

Qualifications are considered for overtime work. An employee transferred into a department shall be given the opportunity to qualify in one or more operations within the department. An employee who is bypassed for overtime work

due to lack of qualifications shall be so notified by his supervisor.

Should a dispute occur between the supervisor and the employee regarding the employee's qualifications, the supervisor shall take into consideration the legitimacy of the employee's contentions.

Except as otherwise provided in the skilled overtime procedure, overtime hours will be indicated daily and accrued on the basis of hours by shift.

Employees shall be contacted and must accept or reject the overtime at the time of contact. Which can be any time during their regular shift for weekday overtime, and anytime during their shift on the last regular workday of the week, for known weekend, holiday or early Monday overtime. The Company may start the contacting procedure on the next to the last scheduled workday.

REGULAR OVERTIME REGISTER

The supervisor will maintain an Overtime Register with the following provisions applying:

The overtime register will be maintained for a period of one (1) calendar year, starting each January 1, and ending each December 31.

The accumulated overtime hours of the Leadman or Group Leader shall be disregarded when placing an employee on the overtime register.

An employee who transfers from one shift to another or from one department to another shall have his name entered on the overtime register at the time and date of transfer and in line with seniority, or occupational seniority for skilled employees.

He shall be accredited the overtime hours equal to the employee who immediately precedes him in seniority order. Should the seniority of the employee whose name is being entered on the overtime register be greater than all the employees whose names are listed, his name will be placed at the head of the list and accredited the overtime hours of

the employee immediately following him on the list.

Employees who are being transferred from one shift to another or from one department to another will be eligible to work weekend overtime on the shift and in the department from which they are being transferred. Should a Holiday be scheduled on the effective date of the transfer the transferred employee will be eligible to work overtime in the department and shift to which they are being transferred, and only after all employees on the shift in that department have been given the opportunity to work the Holiday overtime. It is the responsibility of the employee to make himself available for the holiday overtime. An employee transferring from one shift to another or from one department to another will be eligible for overtime at the start of the shift on the effective date of the transfer.

The name of a new employee shall not be entered on the overtime register until the employee has accumulated one hundred twenty (120) days seniority nor shall he be eligible to work overtime prior to accumulating one hundred twenty (120) days seniority unless all seniority employees on the overtime register have been given the opportunity to work the overtime, other than skilled. (See skilled overtime procedure.)

CHARGING OVERTIME HOURS

Except as otherwise provided in the skilled overtime procedure, all overtime hours offered within the asking time shall be recorded on the overtime register. All overtime hours refused shall be recorded on the overtime register providing the employee was asked to work the overtime during the normal asking time.

Employees on temporary layoff will be charged for all overtime that they would have been up for.

After an employee(s) has accepted overtime and the overtime is later cancelled, the hours will not be charged on the Regular register whether they had refused or accepted the canceled overtime.

1. If the overtime is then rescheduled on the same shift, the Company, in the presence of a Union steward will call/ask

all employees working in the department.

2. If the overtime is then rescheduled for a different shift, such as from second to first, only those employees who accepted the overtime when it was originally scheduled will be called/asked.

Charging for rescheduled overtime will be handled as described under Item 54 of the contract.

A transferred employee who does not share in the overtime due to his lack of qualifications will be charged the overtime hours the same as if the employee has worked the overtime for the first sixty (60) calendar days. The employee will not be charged the overtime after sixty (60) calendar days if he has not been given the opportunity to qualify on an operation scheduled for overtime. If he refuses the opportunity to be qualified, he will be charged the overtime hours, other than skilled.

(See skilled overtime procedure.)

An employee who is absent on the last regular work day of the week and would have been scheduled to work overtime will be charged with the overtime hours the same as if he had worked the overtime. An employee absent on the last regular work day of the week shall be eligible to work the weekend, providing the employee contacts his supervisor no later than the end of the second hour of his shift on the last regular work day of the week to make himself eligible for weekend and/or holiday overtime.

An employee absent for the following reasons and fails to make himself available as described above, will not be charged for the overtime lost during such absence.

- a. Jury Duty or Subpoenaed Witness
- b. Bereavement

An employee who would have been scheduled to work overtime during his approved vacation period will not be charged the overtime on the register. An employee on vacation will be asked for Saturday/Sunday overtime prior to the vacation period by accrued hours. Further, they will be charged only if they work the overtime. The Saturday and the Sunday concluding the vacation will be charged to the

overtime register only if the employee works, provided he contacts his supervisor by the end of the shift on the last regular working day prior to their vacation, and all departmental employees have been asked to work.

An employee on vacation shall not be called in for or permitted to work overtime during his week of vacation unless the job requires particular capabilities not otherwise available. If the vacation is scheduled for longer than a week, employees will not be permitted to work overtime on weekends between the beginning and the ending dates of the vacation with the exception of the Saturday and Sunday concluding the vacation as outlined above.

If employees want to be considered for early and/or holiday overtime following their vacation, those employees must contact their supervisor by the end of the shift on the last regular working day prior to their vacation.

Once an employee has made himself available for holiday overtime or overtime following vacation, it is management's responsibility to contact that employee if he/she is up for the overtime.

Any employee on an additional compensation day will not be asked nor will they be charged for the period that starts eight (8) hours prior to and ends twenty-four (24) hours after the start of their normal shift.

An employee absent for any other reason will be charged with the overtime lost during such absence, except any overtime offered after the normal asking time.

Employees on approved leave of absences will not be charged on the overtime register when the employee(s) working in his group are not asked during the normal asking time.

When it is necessary to place employees on another shift for a temporary period of time, not to exceed four (4) weeks, the accumulated overtime hours of the employees so removed shall remain the same in their absence. Upon being returned to their regular shift, the employees accumulated overtime hours shall be the same as when they left plus any overtime hours worked or refused while on temporary assignment.

Qualifications for farm-out overtime shall be considered as experience on the same or similar type work, together with the mental and physical ability to do the job.

54-1. OVERTIME PROCEDURE — PRODUCTION

Overtime will be divided as equally as possible in the same or similar work within a productive department.

ASKING SEQUENCE

I. FOR WEEKDAY OVERTIME

A. To satisfy a requirement beyond the normal complement of manpower.

1. Hold-over, or early within the department.
2. Plant-wide Farm-ins.

B. To cover absenteeism within the normal complement of manpower:

1. Plant wide Farm-ins and/or
2. Hold-Over, early within the department

II. FOR NORMAL WEEKEND, HOLIDAY OVERTIME

A. To satisfy Saturday, Sunday and holiday requirements.

1. Within department on shift (Regular Overtime Register).
2. a. Plantwide Farm-In on the shift where an employee has not been given the opportunity to work or was not qualified. and/or
- b. Hold-Over, early
- (1) Within the department of the people working overtime on that day.
- (2) Plant-wide Farm-ins working in that department on that day.

III. CLOSED-REGISTER OVERTIME. (After the Normal Asking Time Weekend And Holiday Overtime)

A. To cover overtime absenteeism.

1. Hold-Over, Call-in people working in that department on that overtime day on the other two shifts, in the following sequence.

a. Regular department people (asking first those with the least accrued hours).

b. Plant-wide Farm-Ins working that day, and/or

2. Continue with the regular overtime sequence from the point in the sequence where the last employee was offered work as described in Item II, A, (1) and (2)

B. To cover additional workload requirements:

Continue with the regular overtime sequence from the point in the sequence where the last employee was offered work as described in Item II, A, (1) and (2),

IV. REDUCING PEOPLE FROM OVERTIME ROLL IN A DEPARTMENT DUE TO UNEXPECTED REDUCTION OF PLANNED WORKLOAD.

A. Reverse sequence used to fill the overtime roll in that department, on that shift, on that overtime day. (Last-in, First-Out)

54.2 OVERTIME PROCEDURE NON-PRODUCTION

Overtime will be divided as equally as possible within the classification in a non-productive department.

SCHEDULING SEQUENCE

I. FOR WEEKDAY OVERTIME

A. To satisfy a requirement beyond the normal complement of manpower.

1. Hold-Over, early

- a. Within the classification in the department
 - b. Within the department
- 2. Farm-In Plant-Wide
- B. To cover absenteeism within the normal complement of manpower.
 - 1. Farm-In Plantwide, and/or,
 - 2. Hold-over, early
 - a. Within the classification in the department
 - b. Within the department
- II. FOR NORMAL WEEKEND, HOLIDAY, OVERTIME
 - A. Schedule within classification, in the department, on the shift.
 - B. Within the department on the shift.
 - C. 1. Plantwide, Farm-In and/or
 - 2. Hold-Over, early
 - a. Within the classification in the department of people working overtime that day.
 - b. Within the department, any other classification of people working overtime on that day.
 - c. Plantwide farm-ins working in that department on that day.
- III. CLOSED REGISTER OVERTIME, (AFTER THE NORMAL SCHEDULING TIME WEEKEND, HOLIDAY OVERTIME).
 - A. To cover overtime absenteeism
 - 1. Hold-Over, Call-In people working in that department on that overtime day on the other two shifts, in the following sequence:

- a. Within the classification in the department of people working overtime that day.
- b. Within the department, any other classification of people working overtime that day.
- c. Plant-wide farm-ins working in that department that day, and/or

2. Continue with the regular overtime sequence from the point in the sequence where the last employee was offered work as described in Item II-A, B, and C,

B. To cover additional workload requirements:

1. Continue with the regular overtime sequence from the point in the sequence where the last employee was offered work as described in Item II, A, B and C,

IV. REDUCING PEOPLE FROM OVERTIME ROLL IN DEPARTMENT DUE TO UNEXPECTED REDUCTION IN PLANNED WORKLOAD.

- A. Reverse sequence used to fill the overtime roll in that department, on that shift, on that overtime day. (Last-in, First-out).

REGULAR OVERTIME REGISTER

Overtime hours will be indicated daily and accrued on the basis of hours by shift. The names of the employees in a department shall be listed by seniority in each classification by shift.

A Leadman in a non-production department will be placed on the overtime register and share in the overtime of the group he leads.

54.3 OVERTIME PROCEDURE — SKILLED

Overtime will be divided as equally as possible by shift, within the occupation and classification, of each skilled department.

In the event the Skilled Craft Department Supervisor and Steward mutually agrees it is necessary to hold-over on a specific job, they may use the craftsman who started that job without using the Overtime Register.

SCHEDULING SEQUENCE

I. Week-Day Overtime: Hold-Over, early

A. By occupation within the department by hours charged on the overtime register.

1. Journeyman

- a. Four (4) hours hold-over
- b. Four (4) hours early

2. Probationary Journeyman (More than thirty (30) days in the classification, but less than 120 days)

- a. Four (4) hours hold-over
- b. Four (4) hours early

3. Probationary Journeyman (Less than thirty (30) days in the classification.)

- a. Four (4) hours hold-over
- b. Four (4) hours early

4. Apprentices and/or Trainees (provided they are qualified to perform the work required)

- a. Four (4) hours hold-over
- b. Four (4) hours early

5. Journeyman

- a. Eight (8) hours hold-over
- b. Eight (8) hours or any remaining portion of the shift, early

6. Probationary Journeyman (More than thirty (30) days in the classification, but less than 120 days)

- a. Eight (8) hours hold-over
- b. Eight (8) hours or any remaining portion of the shift, early

7. Probationary Journeyman (Less than thirty (30) days in the classification.)

- a. Eight (8) hours hold-over
- b. Eight (8) hours or any remaining portion of the shift, early

8. Apprentices and/or Trainees (provided they are qualified to perform the work required)

- a. Eight (8) hours hold-over
- b. Eight (8) hours or any remaining portion of the shift, early

II. For Normal and Holiday/ Weekend Overtime.

A. By occupation on a shift within the department by hours charged on the overtime register.

- 1. Journeyman
- 2. Probationary Journeyman (More than 30 days in the classification but less than 120 days).
- 3. Probationary Journeyman (Less than 30 days in the classification).
- 4. Apprentices
- 5. Trainee

B. By occupation on another shift within the department by hours charged on the overtime register. (An employee who has not been scheduled to work on his shift shall be given the opportunity to work a complete off-shift.)

- 1. Journeyman
- 2. Probationary Journeyman (More than 30 days in the classification but less than 120 days)

- C. Hold-over, early (may be offered to those employees already assigned to work in that department on that overtime day). The scheduling sequence used will be the same as originally used to assign overtime in Item I.
- D. Within the department on the shift in another occupation (only offered to employees who have not been asked for that overtime day).

III. Closed Register Overtime for Weekends and Holidays (After the Normal Scheduling Time)

After the normal scheduling time for overtime on a given shift, the overtime register(s) will be considered closed and routine scheduling of overtime will not be used. In case of additional workloads or absenteeism, either of the following options may be used:

- A. Schedule employees by occupation on the shift within the department who were not given the opportunity to work that overtime day, and/or
 - B. Hold-over, call-in employees working in that department on that overtime day. The scheduling sequence used will be the same as originally used to assign the overtime, (Item II)
- ### IV. Reducing the Number of Employees Scheduled to Work Overtime in the Department due to an Unexpected Reduction in the Planned Workload
- A. Reverse the sequence originally used to fill the overtime roster in that department, on that shift, for that overtime day. (Last in-first out)

GENERAL PROVISIONS

When the occupation is to be supplemented with manpower more than normally carried in that occupation the Steward and Committeeman on the shift will be notified prior to contacting employees involved.

If, during the first 120 days of an employee's skilled probationary period or skilled trial period he does not have a jour-

neyman in his occupation working on the same shift because the journeyman is absent, on vacation or on sick leave, the Company is not obligated to hold-over or early through the week.

Overtime & Subcontractors (Depts.40/44)

If it is necessary to have outside contractors perform skilled trades work in the plant, the Company will offer Saturday and Sunday overtime work on the immediate following weekend and each weekend thereafter as long as the outside contractors are performing skilled trades work in the plant.

This would include all employees not on vacation in that Maintenance Skilled Craft occupation as represented by the skilled crafts used by the outside contractor during that week or weekend.

GENERAL PROVISIONS — DEPARTMENTS 40/44:

When it is necessary to place Department 40 and 44 employees on another shift for a temporary period of time, not to exceed four (4) weeks, the accumulated overtime hours of the employees so removed shall remain the same in their absence. Upon being returned to their regular shift, the employees accumulated overtime hours shall be the same as when they left plus any overtime hours worked or refused while on temporary assignment.

Senior employees shall be given the opportunity to work the temporary assignment with the understanding they must return to their regular shifts upon completion of the assignment.

GENERAL PROVISIONS - DEPARTMENT 57:

Overtime shall be the same as 54-3 where applicable.

The man working the normal shift is up for hold over or in early before the man working any overtime that shift.

If both people are on straight time, you go by accrued hours.

If both people are on overtime, you go by accrued hours.

Inasmuch as the provisions of Item 54 are not applicable to the operation of the Power House, overtime allocation shall be continued as in the past.

GENERAL PROVISIONS - DEPARTMENT 42:

An employee classified, as Machine Rebuilder, shall share in the overtime of employees classified as Machine Repair, Journeyman, in accordance with his overtime hours accumulated in both classifications by shift.

OVERTIME REGISTER

Overtime hours will be indicated daily and accrued by shift as it applies to the 24-hour cycle.

The names of the employees in each occupation shall be listed in order of department occupation seniority by shift.

The name of a new employee shall not be entered on the occupational overtime register until the employee has accumulated 120 days seniority nor shall he be eligible to work overtime prior to accumulating 120 days seniority unless all occupational seniority employees on the overtime register have been given the opportunity to work.

Overtime shall be recorded in hours on all overtime registers. (Classification, Out-of-Classification). (Hours are always recorded as time-and-one-half or double-time in accordance with appropriate premium day. (Except as noted in Overtime Exceptions - Department 40/44.)

DEPARTMENT 48 -

The QHO Gear Developer classification in Department 48 is split into two sub-groups. One sub-group is called QHO Engineer and the other is QHO Production.

Each of the two sub-groups has its own leadman and overtime register, and each sub-group is scheduled for overtime as needed.

If manpower is exhausted in one sub-group, the other sub-group will be able to farm-in from the farm-out register.

If only one (1) employee within the QHO group is to work overtime, and the QDO is up, the QDO will be bypassed, but not charged, and the next employee will be asked to work.

If qualified, a trainee may work farm-out overtime according to the Overtime Procedure.

OVERTIME

A Gear Development QDO 2nd Class will be eligible for overtime in Gear Development QHO 1st Class only after all employees on the shift in Gear Development QHO 1st Class have been first afforded the opportunity to work the overtime.

FARM-OUT REGISTER

The names of employees in each jurisdiction shall be listed in order of occupational seniority by shift.

The name of a new or transferred employee with less than 120 days in occupation shall not be entered on the farm-out register until the employee has accumulated 120 days seniority, nor shall he be eligible to work farm-out overtime prior to accumulating 120 days occupational seniority unless all seniority employees on the farm-out register on the shift have been given the opportunity to work overtime.

OVERTIME REGISTER EXCEPTIONS - DEPARTMENTS 40/44:

Overtime hours shall be recorded once weekly on Monday, including all overtime hours to that date.

Call-in overtime after the employee's regular quitting time, Monday through Friday, shall not be charged whether the employee works or refuses the overtime.

Call-in overtime lists shall be prepared each week on the basis of accrued overtime as the overtime is recorded, and shall be the basis of Call-In until the lists are changed the following week, except as amended by an employee being changed to another shift.

In calling in maintenance employees for overtime, Monday through Friday, the following is set forth:

Trick men on their regular days off will be the first called for work on their own shift as per overtime register.

54.4 OVERTIME PROCEDURE PREFERRED CLASSIFICATIONS

Overtime will be divided as equally as possible within the classification in a non-productive department.

SCHEDULING SEQUENCE

I. FOR WEEKDAY OVERTIME -

Beyond the normal complement of manpower and absenteeism.

A. Hold-Over and early. Within the classification in the department on the other two shifts. If filled partially by held-over or early employee(s), the employee(s) accepting the hold-over or early is to be offered the remainder of the shift. (An employee may be used until an employee is available and may be used for the entire shift if the hold-over and early overtime has been exhausted within the classification.)

B1. Within the department in another classification on the shift, and/or

B2. Plant-wide Farm-Ins.

II. FOR NORMAL WEEK-END, HOLIDAY OVERTIME

A. Within the classification in the department on the shift.

B. Within the classification in the department on another shift.

1. The employee with the least accumulated overtime hours who has not been given the opportunity to work overtime on his shift.

2. Hold-Over, early in the classification in the department (employees with the least accrued overtime hours). If filled partially by hold-over or early employees, the employee(s) accepting the hold-over or early is to be offered the remainder of the shift.

C. Within the department on the shift in another classification.

1. Plant-wide Farm-In (where an employee has not been given the opportunity to work in his department or jurisdiction) and/or

2. Hold-over, early

a. Employees working overtime that day from the department in another classification.

b. Plant-wide Farmed-In employees working overtime that day.

III. CLOSED-REGISTER OVERTIME (AFTER - THE NORMAL SCHEDULING TIME WEEKEND AND HOLIDAY OVERTIME)

A. To cover absenteeism:

1. hold-over, call-in people working overtime in that department, on that day on the other two shifts in the following sequence:

a. within the classification in the department of people working overtime on that day.

b. Within the department any other classification of the people working overtime on that day.

c. Plant-wide farm-in working overtime in that department on that day, and/ or

2. continuing with the regular overtime sequence from the point in the sequence where the last employee was offered work as described in item II- a, b, and c, options 1 and 2.

B. To cover additional workload requirements:

1. continuing with the regular overtime sequence from the point in the sequence where the last employee was offered work as described in item II- a, b, and c, options 1 and 2.

IV. REDUCING THE NUMBER OF EMPLOYEES SCHEDULED TO WORK OVERTIME IN DEPARTMENT DUE TO AN UNEXPECTED REDUCTION IN THE PLANNED WORKLOAD

A. Reverse sequence used to fill the overtime roll in that

department, on that shift, on that overtime day. (Last in, first out)

- V. Farm-in into Department 47 can occur up to seven consecutive working days. After seven consecutive working days all 1st and 2nd class personnel that have been reduced out of Department 47 must be recalled.

55. LEAVE BLANK

56. NIGHT SHIFT PREMIUM

Employees shall receive Fifty cents (50) per hour additional compensation for working on the second and third shifts, providing half of the regularly scheduled hours are between 6:00 P.M., and 8:00 A.M. Day shift employees who work into night shift hours are considered day employees working overtime and compensated accordingly but do not receive the night bonus. Night shift employees who work into the day shift hours are considered night employees working overtime and compensated as such and also receive the night bonus.

57. REPORT-IN PAY

(a) An employee who reports for work without being notified not to report for work except in the case of a utility failure or weather conditions which cause a cessation of manufacturing operations shall receive four (4) hours pay at his prevailing base hourly rate plus Cost of Living Allowance. The Company may require the employee to do any available work during this four (4) hour period.

AVAILABLE WORK IS DEFINED AS:

1. Absentee Replacements (Plant-Wide).
2. Farm-outs to a production department to perform rework or rework sorting which is not the fault of the group, providing such farm-ins do not affect group earnings.
3. Labor Pool assignments as noted in Supplemental Letter #117.
4. Other farm-outs with mutual agreement between the Company and Shift Committeeman.

(b) An employee not at work on the day a layoff occurs shall be considered to have received the layoff notice as if he had been working and shall not be entitled to pay if he reports for work.

(c) A productive employee who reports for work and a job in his department or jurisdiction is not available or a non-productive employee whose regular classification or jurisdiction

is not available, will not be entitled to Report-In Pay when he elects to go home rather than accept another job. An employee electing to go home shall be required to sign a waiver of Report-In-Pay (Form No. 69-133).

58. PAYMENT - TEMPORARY DELAY

A productive employee, who is retained in his department during a temporary delay occasioned through no fault of his own, shall be paid at his base rate. SKA parts which are not rated shall be paid at 120% of base rate. SKA set-ups and tear downs which are not rated shall be paid at 120% of base rate. A non-productive worker retained shall be paid his day rate.

Non Retimed Departments:

Incentive rates on 48 order shall be paid at 120%, and group average after thirty (30) days.

The first set-up on obsolete or service parts (parts that have not been run in a department for the past one (1) year period) will be paid at 120%.

Non-rated rework not the fault of the department shall be paid at 120% regardless of who performs the work.

Incomplete axle assemblies which have been removed from the line and are later completed off the group will be paid at 120% until rated. Units which can be completed off the line will not be brought back for completion on the line.

When a machine is inoperable because part(s) of the machine are temporarily requested to maintain operations in another department the employees affected will be paid at 120% while farmed out.

Retimed Departments

Incentive rates on 48 order shall be paid at 120%, and group average after thirty (30) days, until a permanent rate is established.

After a rate has been established and development is required (i.e. cycle, tooling and fixture changes), the

operation will be paid at 120% until the development is completed and the rate re-applied.

Non-rated rework not the fault of the department shall be paid at 120% regardless of who performs the work.

59. INSTRUCTION TIME

Allowance time paid to the group for time spent for instructing employees will be paid at 120% of base rate.

60. PAY — CLASSIFICATION

Any production employee working on a higher classification for more than 50% of his time in any week shall have his classification changed for pay purposes only, but limited to one week unless otherwise agreed. This item is not to be used in a discriminatory manner. Any non-production employee (except the Skilled Classifications shown with an asterisk (*) in Number 18) shall be paid Special Capabilities.

Any employee may be requested to work in any week on a lower classified job without having his classification changed, such changes limited to one (1) week unless otherwise agreed to.

When a production employee farms into a non-production department for overtime, he will be paid the non-productive rate of pay for the classification he is working.

Any non-incentive employee working farm-out overtime, in a production department, shall be paid the production base rate plus his earnings, (providing his average is less than the average of the group).

61. PAY — PROBATIONARY EMPLOYEE - INCENTIVE

All probationary employees are to be paid at least 100% of their rate as set forth in Exhibit A or what they earn, whichever is more, providing that what they earn is less than the group average. At any time the probationary employee is capable of producing at the group average for one full week he shall be placed on the group, provided this is documented by production records for incentive departments as prescribed in Item 20. An employee who is on a machined-con-

trolled job and is not capable of producing at the group average because of being limited by machine-control factors may be placed on the group by agreement between the supervisor and the group leader, providing that the employee is producing at a minimum of 120%, and providing that the sole reason why the employee is not attaining group average is because of the machine-control factors production for a total work week will be the determining factor for basis of pay. When a probationary employee has been put on the group he shall be paid group earnings, at the rate as set forth in Exhibit A and at any time during his probationary period he shall fail to make group average, he will be taken off the group and paid at the percentage he makes for the week, or be returned to the Human Resources Department. Should a probationary employee be paid less than group average after being on the group, it must be with the approval of the group leader and supervisor.

62. PAY - TRANSFERRED EMPLOYEE -INCENTIVE

A seniority employee transferred for any reason to a department that is on an incentive basis will be put on incentive at the time of his transfer into the department.

During the trial period the employee will be provided the opportunity to learn the job and paid at least his base rate or the average of what he earns (as long as his average is less than the department average), whichever is the greater. Seniority employees during their trial period will complete and provide to the leadman and supervisor production records which shall be used in the computation of his earnings, and be used as the basis for inclusion or exclusion of the group. If the employee earns less than the base rate, for 15 working days (Saturdays, Sundays and holidays excluded) only the deficit between what the employee produces and the base rate will be allowed to the department in the form of an allowance so that the department will suffer no loss because of the employee being paid the base rate.

If during this 15 working day period an employee earns less than the base rate due to lack of opportunity, he may receive an extension of time when agreed between the Union and the Company. When such extension is granted, an allowance will be added to the department to cover any deficit between the employee's earnings and his base rate.

If for any other reason an employee fails to achieve incentive earnings equal to or greater than the departments incentive earnings in 15 working days, and it is determined by the Company to hold the employee longer, he will receive whatever he earns or his base rate, whichever is higher. An employee who fails to earn base rate during the extended period will be granted an allowance by the Company to cover any deficit between the employee s earnings and his base rate.

Any employee transferring or relocated to a new job under any of the applicable provisions of the Current Collective Bargaining Agreement is placed on a sixty (60) calendar day trial period.

When an employee moves to a new job normally and regularly the Company and Union shall require the employee to remain on the new job for a minimum of 15 working days, in order to determine if the employee will meet the requirements of the new job. If it becomes necessary to remove an employee in less than the 15 working day trial period because the employee cannot perform the job, the Company shall consult the Union. The Company and Union shall mutually observe the individual while he is performing the job. After the parties have observed the employee and it is mutually determined that the employee cannot do the job, such employee shall be removed from the job. An employee removed under these conditions shall be placed in a different job through the applicable procedures of the Current Labor Agreement.

If the Company and Union do not agree on whether or not to require the employee to remain on the job the minimum of 15 working days, the Company shall have the right to remove the employee in less than the minimum 15 working days. If a dispute shall arise because the Company has removed an employee in less than 15 working days, the Company shall be required to show through the grievance procedure that it had just cause for removing the employee. An employee who is removed under these conditions shall be relocated in accordance with the current applicable provisions of the Labor Agreement. If the Company fails to support its contention that it has just cause for removing the employee in less than 15 working days, the Company shall be required to place the employee back on the job from which he was

removed until such time that the employee has completed an accumulated total of 15 working days on the job.

This agreement does not affect the Company's right to remove an employee in more than the 15 working day minimum trial period, but less than the sixty (60) calendar day trial period. This agreement does not restrict the Union's right to dispute, through the grievance procedure, an employee who is removed in more than the 15 working day minimum trial period but less than the sixty (60) calendar day trial period.

63. PAY - SPECIAL CAPABILITIES

An employee temporarily taken out of his department to perform special work requiring his special capabilities, shall not sustain any loss in his earnings while so temporarily assigned. An employee removed from his department when there is work for him in his department shall be paid special capabilities. An employee so temporarily assigned to a department with higher earnings than his regular department will be paid the higher earnings while temporarily assigned. Special work includes set-ups and machine preparation for transfer to another location or plant.

When the need arises for the Company to temporarily transfer manpower between the departments due to production requirements, the employee with the least seniority in a department will be moved. If no department can be reduced then the youngest seniority employee in jurisdiction will be moved. The employee being moved will be entitled to a Personal Pass if he so desires rather than take the job. If, after transfer, the employee requests a Personal Pass after the first four (4) hours of his shift, he will be entitled to such pass.

Temporary assignment as described in this item will be for a maximum of (30) calendar days. This period may be extended provided the Committeeman on the shift where the temporary assignment occurred approves.

While on temporary assignment the employee so assigned will be included on both his home department overtime roster and the assigned department's roster in accordance with the General Overtime Procedure for roster assignment.

The employee will be eligible for overtime and charged in accordance with the overtime procedure in both his home department and/or the assigned department with the following stipulation: Should the assigned department have overtime at the same time the assigned employee's home department does, he must accept or reject the assigned department overtime opportunity first. Should the employee reject the assigned department's overtime, he will be ineligible and charged for his home department's overtime. The assigned employee will be able to accept or reject his home department and charged in the appropriate manner when the assigned department does not offer overtime for the same period.

An employee will be taken out of his jurisdiction to perform special work as provided for in this Item on a voluntary basis only.

64. PAY - TEMPORARILY TRANSFERRED EMPLOYEE (PRODUCTION TO NON-PRODUCTION)

A productive employee who is temporarily taken out of his department to perform work in a non-productive department due to his capabilities will be paid the earnings of his department for the hours he works on the non-productive job. An allowance based on the previous week's earnings will be paid into the department for such time the employee is so temporarily transferred. This section will not apply when:

1. An employee would have been sent home due to lack of work.
2. An employee is out of work for a period of time during his shift due to lack of material or breakdown.
3. An employee reports for work when there is no work available on his regular job.
4. An employee has not yet accumulated seniority.

When the production employee is transferred due to (1) through (4) above, the production employee will be removed from the group and paid the rate of the non-production job he is assigned.

65. PAY DAY

All employees on duty shall be paid each Friday during their regular scheduled working hours, except that second shift employees shall be paid on Thursday during the last hour of the shift.

66. INVENTORY

In the event it becomes necessary to take a physical inventory in the plant, Department 80 employees will take such inventory. Should Department 80 have insufficient manpower to complete the inventory additional manpower will be acquired using the following procedure:

A. Provided the department where the inventory is being taken is not scheduled to work, the employees will be asked by seniority to farm into Department 80. They will receive Department 80 s rate of pay with the appropriate premium for overtime.

B. Should the above be exhausted and manpower is still required then the Company will farm in, on a plantwide basis, employees not scheduled to work in their respective departments. The Plantwide farm in s will be paid in the same manner as provided in (A.) above.

C. Effective upon the ratification of the 2001-2005 Spicer Manufacturing, Inc., Fort Wayne - PACE Local 6-903 Local Agreement, Department 80 will be combined into the Material Handling Department (D-53) and the classification CSO will be eliminated. Upon the elimination of this classification, those employees holding the Material Handling classification - MTH, will assume the responsibilities of the CSO operator.

67. PAY FOR JURY DUTY

An employee with one or more years of seniority who is called to and reports for jury duty or who is subpoenaed to appear as a witness shall be paid eight (8) hours per day at his regular straight time rate or previous week s incentive earned rate plus Cost-of-Living allowance less Jury Duty Pay received for each day partially or wholly spent in performing jury duty or appearing as a witness if the employee otherwise would have been scheduled to work for the Company and

does not work. The Company's obligation to pay an employee for performance of jury duty or a witness under this section is limited to a maximum of sixty (60) days in any calendar year. In order to receive payment under this section, an employee must give the Human Resources Department prior notice that he has been summoned for jury duty or subpoenaed as a witness and must furnish satisfactory evidence that jury duty was performed or the employee appeared as a witness on the days for which he claims such payment.

An employee who is subpoenaed to serve as a witness in a Federal or State court of law in the state in which he is working or residing will not be eligible for pay under this article if he:

- (a) is called as a witness against the Company or its interest; or
- (b) is called as a witness on his own behalf in an action in which he is a party; or
- (c) voluntarily seeks to testify as a witness; or
- (d) is a witness in a case arising from or related to his outside employment or outside business activity.

The Company will provide pay under this article on a weekly basis provided the employee submits the above required evidence to the Human Resources Department no later than Monday following the week for which he claims such pay.

68. PAY -- BEREAVEMENT

A seniority employee shall be entitled to three (3) consecutive regular work days excused with pay (Saturdays and Sundays excluded) at his regular straight time rate or previous week's incentive earned rate plus cost-of-living for eight (8) hours per day when a death occurs in his immediate family. The excused days may be taken from the date of death up to and including the third regular work day following the funeral. The employee requesting a bereavement benefit must be on the active payroll at the time of death in his family and must provide adequate proof to the Company indicating his relationship to the deceased.

The employee's immediate family is considered as follows:

- Current Spouse
- Daughter-in-law
- Parent
- Sister-in-law
- Step-parent
- Sister-in-law of current spouse
- Parent or Step-parent of current spouse
- Brother-in-law
- Brother-in-law of current spouse
- Child
- Grandchild
- Grandparent
- Step-Child
- Step-Grandparent
- Grandparent or Step-Grandparent of current spouse
- Brother
- Step-Brother
- Sister
- Step-Sister
- Son-in-law
- Parent or Step-parent of deceased spouse
(until employee re-marries).

If a death occurs within an employee's scheduled vacation week, the Company will reschedule the vacation week should the employee so desire.

An employee may elect to work the days that he was otherwise scheduled to be off work as a result of a death of a family member as defined above. An employee who elects to work one or more of the days that he is entitled to take off will receive Bereavement Pay for each of the three (3) days that he works. In addition, he will be paid his straight time rate or previous week's incentive earned rate plus cost-of-living for all hours worked up to eight (8) hours. All hours worked over and above eight (8) hours in a day will be paid at the applicable overtime rate. Such employee must provide adequate proof of the relationship of the deceased. An employee who elects to work will be prohibited from rescheduling time off at a later date.

In the event an employee is granted a personal leave of absence because of illness in the immediate family and such

family member dies during the employee's personal leave, the requirement that the employee otherwise would have been on the active payroll will be waived.

69. PAY - MILITARY RESERVE CAMP

An employee with one or more years of seniority who is called to and performs short-term active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (1) the employee's regular straight-time hourly rate on the last day worked (or, in the case of an incentive employee, his average straight-time hourly earnings, including incentive earnings, for the previous week worked prior to the week in which the employee reports for military duty), exclusive of shift, overtime and any other premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (2) his daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of military duty under this section is limited to a maximum of ten (10) scheduled working days in any calendar year.

In order to receive payment under this Section an employee must give the Company prior notice where possible of such military duty and upon his return to work must furnish the Company with an itemized statement of his military pay while on such duty.

If an employee is called to short-term active duty for call-outs by state or federal authorities in case of public emergency, he shall be paid by the Company for each day partially or wholly spent in performing such duty up to a maximum of thirty (30) calendar days each calendar year. Such employees will be paid in the same manner as if he were being called to active duty for ten-day training as described above.

70. PAY - NEGOTIATIONS

Bargaining Committeemen and the Union President shall receive their regular rate of pay for time spent during contract

negotiations with the Company, providing the plant is normally working and the Committeemen would have worked. Pay time shall be computed in accordance with Item titled UNION TIME. Overtime will be paid only if the Company requests the meetings extend beyond the regular working hours. Committeemen regularly assigned to the second and third shifts will be paid for time spent in contract negotiations in accordance with the provisions of the above

71. VACATION PAY

All employees who have acquired seniority by April 30th each year shall be entitled to receive vacation pay.

Vacation pay and time off for vacation will be computed on the basis of seniority on the last day of April of each year. Vacation pay shall be paid on a percentage basis of gross earnings during the previous twelve (12) months or proportionate period of employment figured to the week ending nearest to April 30th, as follows:

Seniority	VACATION Pay	Allowed Time Off
One hundred twenty (120) days and under one (1) years	2.7%	1 week
One (1) year and under two (2) years	3.2%	2 weeks
Two (2) years and under three (3) years	3.6%	2 weeks
Three (3) years and under four (4) years	4.1%	2 weeks
Four (4) years and under ten (10) years	5.0%	3 weeks
Ten (10) years and under fifteen (15) years	5.9%	3 weeks
Fifteen (15) years and under twenty (20) years	6.8%	4 weeks
Twenty (20) years and under twenty-one (21) years	7.2%	4 weeks

Twenty-one (21) years and under twenty-two (22) years	7.6%	4 weeks
Twenty-two (22) years. and under twenty-three (23) years	7.9%	4 weeks
Twenty-three (23) years and under twenty-four (24) years	8.3%	5 weeks
Twenty-four (24) years and under twenty-five (25) years	8.6%	5 weeks
Twenty-five (25) years and over	9.0%	5 weeks

If a seniority employee retires, quits due to medical reasons (employee or member of his immediate family) supported with a satisfactory doctor's certificate, or dies within his vacation year, the Company will pay vacation pay on the amount of gross earnings he has had.

Seniority employees who have been laid off or employees who have been on a leave of absence during the vacation period and have not worked during the vacation qualifying period shall not receive vacation pay.

On or before April 1 each year, notices shall be posted throughout the plant advising employees the dates during which they will be contacted to schedule their vacations. For those employees on a disability leave of absence for less than six (6) months at the time of the vacation schedule notice being posted, they will have the notice and a vacation scheduling form forwarded to their mailing address on file with the Company. It will then be the responsibility of the employee on leave to complete the form and return it to his supervisor within the time frames noted below in order for it to be considered valid. The scheduling of vacations shall start the first regular work day of the next to last full calendar week in April and be concluded no later than the last regular work day of that week. Vacation time off shall be scheduled and taken in full calendar weeks between April 30 of the vacation year and April 30 of the following year. Once a vacation week is scheduled (either during the vacation scheduling period or thereafter), the vacation week cannot be cancelled by the employee unless the employee gives notice to his immediate supervisor by no later than the end of his shift on the Tuesday of the week prior to his week of vacation.

Employees will be allowed to take vacation one (1) day at a time for up to fifteen (15) days with one-day prior notice to the supervisor. Employees on a one (1) day vacation will not be asked nor will they be charged for any overtime during the period that starts eight (8) hours prior to and ends twenty-four (24) hours after the start of their normal shift. Employees may schedule vacations one (1) day at a time during the vacation scheduling period noted above, but priority will be given to those employees scheduling full week vacations by shift. Once the vacation scheduling period is concluded, all vacations shall be scheduled on a first come, first serve basis as in the past. One day at a time vacations shall be subject to the vacation scheduling table noted below.

Employees shall be contacted in order of seniority to schedule their vacations by shift. Should two or more employees conflict on the time requested for their vacations, the most senior employee shall be given preference.

Employees will be allowed to schedule vacations in accordance with the schedule below:

NUMBER OF EMPLOYEES PER SHIFT PER DEPT	MINIMUM NUMBER OF EMPLOYEES ALLOWED OFF PER SHIFT PER DEPT.
1—7	2
8—12	3
13—17	4
18—22	6
23 or above	7

For those departments manned at less than four (4) employees on all shifts, the minimum number of employees allowed off per department shall be one (1) employee.

Insofar as practical additional employees may be granted time off as least interferes with the operation of the department or occupational group as it applies to Skilled Crafts. In the application of the above paragraph to the Skilled Crafts, the word department shall be interpreted to mean Occupational Group.

Should an employee not schedule a vacation during the next to last full week of April and at a later date want to schedule his vacation, he must give one (1) week prior notice and will not be allowed to schedule a vacation which would preclude another employee from his scheduled vacation date.

Vacation pay shall be due and payable on the third (3rd) pay day in May.

The Company will endeavor to shut the plant down for vacation some time between July 1st and August 31st. This decision will be made by May 31st of each year and such a decision will be posted on all bulletin boards.

72. HOLIDAYS

Employees with seniority will be paid for the following holidays:

March 29, May 27, July 4, September 2, November 28, November 29, December 23, December 24, December 25, December 26, December 27, December 30, December 31, 2002, and January 1, 2003.

April 18, May 26, July 4, September 1, November 27, November 28, December 24, December 25, December 26, December 29, December 30, December 31, 2003, and January 1, January 2, 2004.

April 9, May 31, July 5, September 6, November 25, November 26, December 23, December 24, December 27, December 28, December 29, December 30, December 31, 2004.

Rules of eligibility

(a) The employee has seniority (121 days) as of the date of the holiday.

(b) The employee would otherwise have been scheduled to work on such a day if it had not been observed as a holiday.

(c) The employee must have worked four (4) hours each on both the last regular scheduled work day prior to and the next regular scheduled work day after such holiday or Christmas

holiday period or have been excused by his supervisor. Employees who were off due to industrial accident or occupational disease or on scheduled vacation are eligible to receive holiday pay.

(d) Employees eligible under these provisions shall receive eight (8) hours pay at their department's year-to-date average for the week immediately preceding the week in which the holiday falls for incentive workers or their earned rate for their last previous week's earnings if they were non-incentive workers during the period. These earnings are exclusive of night shift and overtime premium for each such holiday.

An incentive employee who is farmed out during a qualifying week into a non-incentive department will not have the farmed-out day(s) used in computing his incentive earned rate for the holiday qualifying period.

An incentive employee farmed-out into a non-incentive department will be paid as follows:

The total amount earned during the qualifying period less day(s) farmed-out to a non-incentive department, Cost of Living, night shift and overtime premium divided by the number of hours worked equals rate per hour. This rate multiplied by eight (8) hours, plus Cost-of-Living, will be the amount the employee receives.

(e) When an eligible employee is on an approved leave of absence or an FMLA Leave and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for holiday pay.

An employee shall receive holiday pay providing the holiday falls within the first six (6) months of an employee's approved sick leave. The amount of Sick and Accident and/or Workman's Compensation benefit received on a holiday will be deducted from the holiday pay.

When an eligible employee is laid off during the work week in which a holiday falls, or during the work week prior to the week in which a holiday falls, he shall receive holiday pay for such holiday.

Employees who are scheduled and work on any of the above holidays will be paid holiday pay under the provisions of this item and, in addition, will be paid double time for the hours worked on the holiday.

Employees who are scheduled to work, and accepting a work assignment on any of the above listed holidays, then fail to report for and perform work, will not receive pay for the holiday. Only in cases of emergencies will employees be asked to work on a holiday. Such emergencies will be discussed with the Committee prior to the holiday.

Trick men whose regularly scheduled workday of their workweek falls on a holiday shall be paid double time for hours worked.

(f) In the event that Federal or State laws are changed to provide uniform holidays on days other than now established for such holidays as granted herein, provisions of this item shall be changed to coincide with the law.

(g) In order for employees to have maximum time off during the Christmas holiday period, employees will be scheduled or called in to work on Saturdays and/or Sundays in the week between Christmas and New Year's Day only in cases where it is necessary to meet commitments to our customers. An employee shall not be disqualified for holiday pay if he/she does not accept work on such days. This statement does not apply to employees on swing shift or swing trick operations.

Saturday	December 28, 2002
Sunday	December 29, 2002
Saturday	December 27, 2003
Sunday	December 28, 2003
Saturday	December 25, 2004
Sunday	December 26, 2004

An employee shall not be disqualified for holiday pay if he does not accept work on such days. This statement does not apply to employees on swing shift or swing trick operations.

(h) With respect to the Christmas holiday periods, an employee who supplements his Holiday Pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit, to which he would not

have been entitled if his Holiday Pay had been treated as remuneration for the week, shall be obligated to pay to the Corporation the lesser of the following amounts:

1. an amount equal to his Holiday Pay for the week in question, or
2. an amount equal to either the unemployment compensation paid to him for such week or the unemployment compensation which would have been paid to him for such week if it had not been a waiting period.

(ACD language shall not apply for the term of the 2002-2005 Ft. Wayne labor Agreement)

ADDITIONAL COMPENSATION DAYS

Effective January 1, 1999, and each year thereafter, an employee who has one or more years of seniority shall be eligible for three personal additional compensation days, subject to the eligibility requirements and pay provisions of Item 72, Holidays.

Should an employee elect to take the time off, he must schedule such time off at least one (1) calendar day in advance with his supervisor. Such time off may be scheduled at any time during the first eleven (11) months of the calendar year, except that such day(s) must be scheduled in conformity with the limitations referred to in Item 71, Vacations.

An employee will receive pay in lieu of time off if, during such eleven month period, ending December 1st of each calendar year, he has not taken the time off.

It is understood that eligibility for the three personal additional compensation days shall be based upon the attainment of one year of seniority on or before the time off.

An employee who did not take compensation time off during the first eleven months of the year shall receive pay in lieu of the compensated time off provided he meets the eligibility requirements for the Sunday Bonus Holiday in December and has attained one year of seniority on or before such Holiday. Pay in lieu of time off shall be based upon the provisions of 72(d) of the Agreement.

In addition, after the effective date of this agreement, employees who have one-year seniority and are on the active employment rolls will be eligible for:

(Annual Christmas Compensation shall not apply for the term of the 2002-2005 Fort Wayne labor Agreement)

ANNUAL CHRISTMAS COMPENSATION

Eight (8) hours pay will be paid concurrent with and additional to the payment of Sunday Bonus on December 12, 1999, December 17, 2000 and December 16, 2001, to those employees who meet the eligibility requirement of the Sunday Bonus described in Article No. 72. For an employee to be eligible for the eight (8) hours of pay he must have attained one or more years of seniority on or before the Sunday Bonus Holiday that occurs within that year.

73. RATE EXHIBIT

The rates of pay are set forth in a separate Exhibit A and made a part of this agreement.

The Bargaining Committee shall be furnished with an up-to-date copy of Exhibit A .

Listed below are the Codes, Occupations and Classifications covered in Exhibit A .

CODE	OCCUPATION	CLASSIFICATION
CCO	Electrician	Journeyman
CQO	Engineer, Power	Engineer, Power
DAA	Gear Cutter	Gear Cutter
QHO	Gear Developer	1st Class
QDO	Gear Developer	2nd Class
QCI	Quality Control Investigator	1st Class
QDH	Quality Control Investigator	2nd Class
EQA	Heat Treat	Heat Treat
QAA	Quality Control Auditor	1st Class
QBA	Quality Control Auditor	2nd Class
GHO	Quality Layout Inspector	Journeyman
QSI	Quality Investigator Salvage	1st class
QRI	Quality Investigator Salvage	2nd class
GVO	Gage & Tool Inspector	Journeyman

HTA	Machining	Machining
IHO	Machine Repair Rebuilder	Journeyman
IIO	Machine Repair	Journeyman
IRA	Matching	Matching
IXO	Millwright	Journeyman
JJA	Oiler	Oiler
JSO	Pipefitter	Journeyman
KHO	Tool Grdr	Journeyman
KTO	Rep. Trks & Tractors	Journeyman
MTH	Material Handler	Material Handler
MVO	Tool Maker	Journeyman
PLS	Plant Services	Plant Services

Classification ending in D = For pay purposes only (Production)

Classification ending in N = For pay purposes only (Non Production)

Classification ending in T = Temporary Replacement

Classification ending in J = Jurisdiction Replacement

Classification ending in L = Group Leader

73.1 PAY - NEWLY HIRED EMPLOYEES

All classifications will have established rates as set forth in Exhibit A. Employees who transfer into a Skilled Classification will have established rates as set forth in Exhibit A.

The rate structure for Apprentices and Trainees will have established rates as set forth in Exhibit A.

74. APPRENTICESHIP/TRAINING PROGRAMS

The Apprenticeship and Training Programs as agreed and set forth separately shall be a part of this agreement.

Union members of the Apprenticeship/Training Committee shall be furnished with copies of the Apprenticeship and Training Programs.

At any meeting of the Apprenticeship/Training Committee, which involves the disciplinary proceedings of an apprentice or trainee, in any craft, the Steward of that craft will be invited to sit in.

If there is a reduction from a skilled occupation the apprentices in the occupation will be returned to the Human

Resource Department where they will be allowed to exercise their plant-wide seniority.

Apprentices who have been returned to the Human Resource Department because of a reduction in their skilled occupation will be allowed to use the Transfer Procedure, Item 33, without jeopardizing their return to the apprenticeship program.

75. TIME STUDIES

Production standards shall be based upon elemental data, or in the absence of such data, standards shall be determined from time studies conducted on the operation involved. At the beginning of a new model, or when a new part is released for production, newly developed elemental data may be used to establish new production standards. All such standards shall be made on the basis of fairness and equity, consistent with quality workmanship, efficiency of operations, and the reasonable working capacity of normal operators. Elements will be broken down in such a manner as to require no readings less than .03 minutes and no two (2) consecutive readings of .03. Continuous watch readings will be used except for checking machine cycles.

When time studies or rate audits are to be made, they shall be made openly and the Group Leader, employee, and department Steward or committeeman shall be informed that the time study or rate audit is to be made.

Only a qualified operator shall be time studied and he shall produce at a normal standard and it shall be the supervisor's responsibility to see that the operator produces parts, which meet the required tolerances or specifications.

Prior to the making of a time study or rate audit, it shall be the Time Study Department's responsibility to check the performance of an operation to see that it is being operated in the proper manner as outlined in the elemental description. It shall be the responsibility of the supervisor to supply a copy of the elemental description to the operator prior to making the time study or rate audit. Before a time study is taken, the time study person will go over the elements with the operator.

After the time study has been completed and a standard hour

piece rate has been determined by the Time Study Department for the operation, the department supervisor will advise the operator and the department steward or committeeman of the standard that has been determined. In the event operations are to be retimed and the standard hour piece rate is reduced, the rate will be effective beginning the week following the date the rate is established. For operations, which are retimed, and the standard hour piece rate increases, the rate will become effective beginning the week in which the rate was established. There will be a back up sheet for all permanent machine operations within ninety (90) days.

When 48 orders are rated, they will become effective the following week.

When operations are added or removed from an established process within a department, the rate shall be effective at the time the operator and department steward are notified by the Supervisor.

¥ When adding operations the rate sheet shall be effective on the Monday following the day the rate was effective. All pieces ran during this time period shall be paid on an allowance ticket.

(rate x pieces = hours owed)

¥ When removing operations the rate sheet shall be effective on the Monday prior to the day the rate was effective. All pieces ran during this time period shall be paid on an allowance ticket.

(rate x pieces = hours owed)

When operations are replaced by another machine or operation within an established process and department, the rate shall be effective at the time the operator and department steward are notified by the Supervisor.

¥ If the standard hour piece rate goes up the rate shall be Effective the coming Monday and if the standard hour Piece rate is reduced it shall be effective the previous Monday. Pieces ran during this time period shall be paid on an allowance ticket.

(rate x pieces = hours owed)

During the timing of a job, the Time Study person shall not stop or restart their watch without making note of the reason for such on the study. In the calculation of the standard, the

Company shall disregard no observed time obtained during the time study without making note of the reason for such on the study.

When an element is changed or added and a new study taken to establish new data, the elements before and after the one studied will be recorded.

When a new rate has been established because of an operational or engineering change, such new rate will be communicated in writing to the Department Supervisor, Group Leader and/or Steward. The form will require their respective signatures. Time study will forward a copy of the rate change form to Union Time Study.

When the Company has an established rate on a machine or set of machines in a department and other machines are moved into the department that perform the same work as the older machines, but are faster and the Time Study Department has to put out Downtime Routings to cover the difference in rates such routings would be expressed in standard hours per hundred instead of hours per hours.

Union time study will have the opportunity to observe and document the time study but at no time will the company delay timing of a job or department due to union time study not being available.

76. OPERATION AND ENGINEERING CHANGES

When permanent piece work standards are set, they shall not be altered except as a result of an engineering or operation change or changes in feeds or speeds. When such a change is made and standard elemental times are not available, the Company will retime or re-study the operation and revise only that part of the standard affected by such change with the exception of those old time studies where no elemental breakdown is available and on which it is impossible to separate the elements.

When an operational or engineering change is made on a job where standard elemental times are available, the change in standards shall be made through the use of standard elemental times without further time studies.

The Company may, for the purposes of determining the elements of an operation conduct additional time studies. These studies will not affect the procedure outlined above and will not be made for the purpose of changing production standards on current models or parts.

77. TEMPORARY PIECE WORK RATES

Temporary piecework rates may be established during the start of operations on new parts or on old parts that are being reprocessed.

After a temporary rate has been established on an operation, the Company will, within sixty (60) days or 80 hours of operating experience, whichever is greater, from that date establish a permanent rate.

78. PROCEDURE FOR QUESTIONING STANDARDS

A production standard may be disputed by an operator performing it within the following time periods. Which ever is greater, thirty calendar days or (80) eighty hours of operating experience per working shift at the established standard for the operation. The calculation is from the effective date shown on the production standard.

The Union Time Study Representative in turn will notify the Company Time Study Supervisor in writing that the standard has been questioned.

In the case where an element is removed from a rate or a clerical error is found in a rate and has been in the rate since it was first put out, this rate may be disputed by the same procedure above from the date the element was removed from the rate or the clerical error was found.

The Union Time Study Representative will have sixty (60) calendar days or forty (40) hours of operating experience whichever is greater from that time in which to check the standards. This may be done by a review of the data previously accumulated by the Time Study Department or by the Union Time Study Representative actually timing the job. After making the foregoing review, the Union Time Study Representative and the Time Study Department may make a joint study to attempt to agree on a fair and equitable

standard. This study will be made with conditions approximating as closely as possible those under which the original study was made.

In checking or timing of a disputed standard, the Union Time Study Representative shall be limited by the same conditions, which limit the Time Study Department.

After the investigation by the Union Time Study Representative, one of the following will occur:

- (a) The Union Time Study Representative will agree that the existing standard is fair and equitable and will inform the operator.
- (b) The Company Time Study Supervisor will agree that the standard should be revised.
- (c) No agreement will be reached.

If the Union Time Study Representatives decide to grieve the standard this must be presented by the Bargaining Committee to the Company at the next regular grievance meeting. The disputed Time Study will be settled in accordance with the grievance procedure as stated in the contract. Any standard not questioned within these limitations shall be considered at an end, and the standard shall remain in effect.

If the final production standard that is determined is higher than the standard originally determined by the Company, the new standard shall be made retroactive to the date the original standard was determined and the amount of retroactivity shall be given to the affected employees on the active payroll the date of the credit. During the week in which the new standard is determined.

Retroactive payment for clerical errors will be made for either the last twenty six (26) calendar weeks or from the time the rate was put into effect, whichever is less. A clerical error is understood to be:

- (a) Misfigured numbers or copying or typing errors.
- (b) Unintentional errors in figuring the numbers.
- (c) Any omitted figuration.

79. TRAINING PROGRAM — UNION TIME STUDY REPRESENTATIVES

The Company agrees to institute a training program for two (2) Union Time Study Representatives from the Union. Two Union Time Study Representatives will be allowed eight (8) hours per day. This will be in effect until the number of incentive workers is reduced below 600. At this time, one of the eight (8) hour Union Time Study Representatives will be reduced to four (4) hours.

An alternate Time Study Representative will be recognized when either of the regular Time Study Representatives are absent a full work week.

These Time Study Representatives may be used when an employee challenges a standard. This training program will be conducted under the supervision of the Time Study Supervisor. The Union will be responsible for determining who their Time Study Representatives shall be and the Company agrees they will not give these Time Study Representatives employment outside of the Bargaining Unit unless mutually agreed to by the Union.

80. TEMPORARY DUTY ASSIGNMENTS

An employee of the Bargaining Unit who agrees to accept temporary assignment at other Dana facilities, customer, or vendor locations will remain in the Bargaining Unit and will retain and accumulate seniority during the period of his absence. If a period of detached service exceeds thirty (30) days it may be extended by agreement between the Union and the Company.

The Company will inform the Union in advance when a member of the Bargaining Unit is going on a Temporary Duty Assignment.

The Company and the Union will agree in advance when a member of The Bargaining Unit is to go on a Temporary Assignment to a non-union, Dana facility.

Upon return to his home plant, the employee will be entitled to assume the job he vacated if he has more seniority than the employee who then holds the job. Otherwise he will

exercise his seniority as if he were returning by recall from the recall list.

81. ADDRESS AND PHONE NUMBERS

Each employee shall be responsible for maintaining his correct address and a phone number on file in the Human Resources Office. The employee shall receive a duplicate of such change signed by a representative of the Human Resources Department. A copy will also be given to the Secretary-Treasurer of the Union. The Company shall not be held responsible for contacting an employee who has not given a phone number where he can be reached, thus nullifying any claim for wages, which may arise therefrom.

82. BULLETIN BOARD

It is agreed that there shall be bulletin boards for the sole use of the Union upon which they may post any literature or notices not inconsistent with the terms of this agreement.

Bulletin boards for other purposes will be maintained throughout the plant by the Human Resources Department and nothing will be posted on these boards without the consent of this department.

83. RULES

All rules of the Company now in force or hereafter adopted shall be observed by all employees. Any employees guilty of violating any such rules shall be subjected to discipline, suspension, or discharge as the Company may determine, subject however to the grievance procedure.

84. SEPARABILITY CLAUSE

Any provision of this agreement held invalid due to existing or future Federal or State Legislation or Presidential Executive Order shall not affect the remainder of this agreement.

85. TRANSFER OF AGREEMENT

This AGREEMENT shall be binding upon the Company and/or the Union successors, assigns or transferees.

86. TERMINATION OF AGREEMENT

This AGREEMENT, between the undersigned representatives of the Company and the undersigned officers and members of the Union Bargaining Committee on behalf of P.A.C.E. International 6-903 shall become effective on this, January 28, 2002, and continue until 12:01 A.M., January 31, 2005 and from year to year thereafter unless notice to amend, modify or terminate is given by one of the parties sixty (60) days before an expiration date or changed by the consent of both parties at any time.

This Agreement replaces all previous agreements and supplemental agreements unless such agreements are renewed at the signing of this Agreement.

IN WITNESS WHEREOF, the parties whose names are signed below have caused this Agreement to be signed by their duly authorized representatives.

DANA CORPORATION
SPICER MANUFACTURING, INC.
FORT WAYNE PLANT

WARREN COLE	CASEY SHEPHERD
HAROLD NEVILLS	JOHN CLARK
CHUCK TAYLOR	KEVIN PARLETTE
MIKE ESSELBURN	KARLA FIFFICK

For Traction Technology Group:
CHRIS BUETER
TIM SCHIRA

P.A.C.E. UNION AFL-CIO, CLC LOCAL NO. 6-903

MARK LINDER	KEN SAYLOR
ED STAHL	HAROLD KRIDER
JIM BOJRAB	RAUL MARTINEZ
JESSE HAND	MARK IMM
DENNIS LEAZIER	

DANNY L. WIRGES
ASSISTANT DIRECTOR of Region 9

Date Effective: _____ Date Signed _____

SUPPLEMENTAL AGREEMENT

It is hereby mutually agreed by DANA CORPORATION, SPICER MANUFACTURING, INC., FORT WAYNE PLANT and LOCAL UNION NO. 6-903 P.A.C.E. International AFL-CIO, CLC, that the seniority and pay provisions below apply only to old parts which have been or are in production, the pay provisions apply only to non-retimed departments:

1. When additional machinery is added in a department and does not require establishing a new classification but does require developing the oldest seniority operator holding such classification shall have the privilege of working the new machine. If the employee(s) holding such classification do not desire to work the added machine, the supervisor will open the job in accordance with the Transfer Procedure. In either case the supervisor would fill the job with the understanding of the employee that he would be held on the group at 120% for one month and during this month would participate in group earnings.
2. When a new classification (which requires developing) is added in a department, the supervisor will open the job in accordance with the Transfer Procedure. If Transfer Cards are received, the supervisor would fill the job with the understanding of the employee that he would be held on the group at 120% for one month and during this month would participate in group earnings.
3. If the development is not completed within this one (1) month period, the Company will pay into the group the cost of the difference between the employee's earnings at base rate (100%) and group earnings until a time study rate has been established.

Before group earnings are computed, the employee's hours and earnings at base rate will be removed from the group hours and the group figured separately. The employee's hours will then be paid at the same earnings as the group and these hours and earnings will then be included in the final group earnings.

After a time study rate has been established and further development is required, the rate shall no longer apply,

and the operation will be paid at group earnings, until the development (for example, cycle, tooling and fixture changes) is completed and the time study rate up-dated and reapplied.

4. If the supervisor receives no Transfer Cards for the new classification, per Item No. 2 above, the youngest employee in the group would be placed on the job and will work as stated above. An employee added to the group from the Human Resources Department (white card or green Transfer Card) shall be placed on the job. The employee from Human Resources would understand he would be paid according to Item No. 2 above.
5. An employee placed on the job in either Item No. 1 or Item No. 2 above would remain on the machine until it is placed on incentive; however, he would be permitted to use the upgrade and Transfer Procedure. He would be permitted to continue to work the job as long as his plant-wide seniority allows him to remain in the plant.
6. After the job is placed on incentive the operator would remain on the job until his seniority removed him from the supervisor's jurisdiction according to the layoff procedure.

DANA CORPORATION,
SPICER MANUFACTURING, INC.,
FORT WAYNE PLANT

LOCAL 6-903,
P.A.C.E. International UNION, AFL-CIO, CLC

Date Effective: April 25, 1960
Date Signed: April 26, 1960
Revised: 1/29/99
Revised: 1/28/02

SUPPLEMENTAL AGREEMENT

A productive employee who is temporarily removed from his group to clean, sweep or pull chips or for machine washdown within his own group will be paid as follows:

1. If there is work in his Home Dept. he will be paid the earnings of his department; for the hours he is assigned to the non-productive job. The supervisor will charge the time to Account No. 918 and will provide the employee with a White Daily Labor Ticket and pink colored Allowance Ticket. An allowance based on previous weeks earnings will be paid into the department for such time the employee is so temporarily assigned.
2. If there is no work in his home department if he has not yet accumulated seniority; he will be paid base rate for the hours he is assigned to the non-productive job. The supervisor will charge the time to Account No. 918 and will provide the employee with a White Daily Labor Ticket for such time he is so temporarily assigned.
3. If the group chooses to do so and it is their prerogative, the time that they are temporarily assigned to the non-production job can be paid to the group as base rate and they will remain on the group for the hours involved. The time will be charged to Account No. 918.

If there is no work in his home department the supervisor will place the employees within the jurisdiction based upon production and manpower requirements per Supplemental Letter #117.

If there is no work in his home jurisdiction, the supervisor will contact the Plant Superintendent(s) and place the employee per Article 57.

An employee electing to go home due to the fact that there is No Work available in their jurisdiction will not be denied a No Work Personal Pass. An employee electing to go home will be required to sign a Waiver of Report-In-Pay.

FACTORY RULES AND REGULATIONS

USE OF COMPANY NAME

The name Dana Corporation , Traction Technologies Group , or Spicer Manufacturing, Inc. shall not be associated with any entertainment, stag meeting, organization, club, publicity, nor shall it be printed on any tickets or posters without written sanction granted by the Manager, Human Resources or their designated representative.

PARKING ACCOMMODATIONS

Employees using these lots are expected to adhere to parking regulations. The Company assumes no responsibility for vehicles parked or damaged in the parking lot, or for personal effects taken from vehicles.

PHONE CALLS

Phone calls to employees at work will not be connected with the employee s department.

If the Union and Company determine an individuals personal phone calls to be excessive, and the situation is not remedied, personal phone calls for this employee will be discontinued.

Emergency phone calls will be connected to Guard Headquarters for all three (3) shifts. A member of the security force will immediately take action to get notification of the emergency to the employee concerned.

EMPLOYEE INDEBTEDNESS

Employees are expected to discharge their financial obligations promptly. The company will not tolerate the garnishment of wages beyond the requirement of law.

PAY DAYS AND FINAL PAY

1. Employees will be paid weekly on regular days until such a time as notices are posted otherwise.
2. Employees leaving the service of the company for any

reason will receive their pay on the next regular pay day.

3. Employees drawing their final pay for any reasons will first be required to turn in all Company property and be cleared by the Human Resources Department.
4. Final pay checks for employees leaving the service of the Company will be mailed to them upon written request to the Human Resources Department, provided they turn in all Company property.
5. Claims for shortages must be made as soon as possible after the employee receives his wages, on regular claim blanks, approved by the supervisor. If the claim is found to be correct, it will be paid. If not correct, the claim will be returned with the reason for the disallowance.
6. Payroll checks issued to employees and lost should be reported immediately to the Human Resources Office so as to enable the Accounting Department to stop payment on it.
7. Normally, wages will be paid only to the employee to whom they are due. However, where it is impossible for the employee to receive his check in person, the Human Resources Office will issue it to a properly identified party presenting a written order of the employee, together with the employee's Dana identification card.
8. Employees absent from work on the regular pay day should report to the Payroll department between the hours of 11:00 A.M. to 4:00 P.M. to receive their check.
9. Every employee leaving the service of the Company for any reason whatsoever will necessarily report to the Human Resources Office for final clearance and interview.

TOOLS

1. Small Tools are kept in the tool and supply stores cribs. These tools must in all cases be returned promptly to the crib from which they were drawn as soon as the work for which they are taken is completed.

2. When an employee leaves the service of the Company, the tools and articles which he has withdrawn from cribs must be returned to the tool crib from which drawn. The employee will be charged at cost for all tools not returned to the crib.
3. No tool, equipment, part or material of any kind is to be removed from the Plant without a proper authorization.

PERSONAL TOOLS & PROPERTY

1. The Company assumes no responsibility for loss or damage to the personal property of employees.
2. New employees will be required to furnish at time of employment certain tools as the supervisor may specify.
3. Any articles lost or found by employees on the Company premises shall be reported to the Human Resources Department immediately.

GENERAL RULES FOR SAFETY

The following safety rules have been established for the protection of all employees. Violations of the safety rules are handled under Category II, Item No. Five (5).

1. Failure to wear safety glasses in the plant except in designated aisle ways and in designated break areas during break times.
2. All acts of horseplay.
3. Failure to wear prescribed safety equipment.
4. All injuries regardless of the seriousness must be reported to the Dispensary or designated qualified First Aid personnel immediately. Treatment should be continued as the medical staff directs.
5. Unauthorized personnel driving power-driven equipment, and/or permitting passengers on power-driven equipment (driver and rider share equal responsibility.)

6. Smoking within NO SMOKING areas.
7. Removing, disengaging, or the failure to use any designated safety devices.
8. Using substitutes for ladders.
9. Improper piling; mishandling of trucks, skids of other moveable equipment in a manner to endanger people or cause damage to material or equipment.
10. Blocking fire doors or fire-fighting equipment and designated aisles.
11. Running in the plant or offices.
12. *Contributing to any/or causing an unsanitary condition, including littering in the parking lot (Housekeeping).*
13. *Removal of safety guards by the operator other than when a machine is being set up or when the operator is making a minor repair.*
14. *Failure of an operator to shut machine off when making a set up unless it is necessary to have the machine running in order to make the set up.*
15. *It is the responsibility of a maintenance repairman to lock out and tag a machine prior to working on the machinery.*
16. *Failure of a maintenance repairman to place guards back on a machine prior to releasing the machine back to production.*
17. *It is necessary to wear hard soled shoes or OSHA approved shoes in the plant. Sandals and open toed shoes are not permitted.*
18. *The operation of motorized vehicles is prohibited in the plant five (5) minutes prior to and after the normal quitting time. The authorized Operators of motorized vehicles are required to obey all posted safety and traffic signs.*
19. *Wearing of shorts in the plant is prohibited.*

RULES AND REGULATIONS (SUBJECT TO DISCIPLINE)

An employee in violation of the rules in Category No. 1 will be subject to discharge.

An employee found in violation of the following rules will be sent immediately to the Human Resources Office or if the violation occurs at a time when the Human Resources Office is closed (Night Shifts), the employee will be sent home and directed to report to the Human Resources Office at a specified time on the next regular work day.

A permanent record of the discipline will be placed in the employee's personnel folder:

CATEGORY I:

1. Assaulting or fighting with an individual on Company property.
2. Possession of firearms or weapons on Company property.
3. Intentional destruction of Company or employee property.
4. Stealing Company or employee property.
5. Being under the influence of intoxicants or illegal narcotics or having them in the employee's possession in the plant. An employee who is drinking or using illegal drugs on Company property, including the parking lots.
6. Immoral conduct (sexually explicit behavior).
7. Selling numbers, booking bets (professional gambling.)
8. Leaving the plant without a proper pass or failing to sign out of the facility at the security center.
9. Horseplay which may result in loss of life or limb.
10. He is absent three (3) consecutive working days without reporting the reason for his absence to the Company by

the end of his regular shift on the third day.

11. Using the plant or plant property as a restroom, other than the toilet facilities that are provided in the restrooms.
12. Spitting in the machines or coolant tanks.
13. Defrauding the Company Records, with the intent to collect pay for work not performed.
14. Presenting a fraudulent doctor's statement or slip or altering any statement or slip issued by a doctor's office or hospital.
15. He fails to return to work at the termination of a leave of absence.

CATEGORY II:

Below are the disciplinary steps for violation of a Category II Rule. In the case of a violation of Rule One (1) (Running outside print tolerance) and Rule 15 (quality checks) the first and second disciplinary steps will be bypassed and the employee will be disciplined beginning with Step (3) Written Warning.

1. The supervisor will talk with the employees at least once or as many times as he deems necessary.
2. Documented verbal warning.
3. Written Warning (by supervisor).
4. Written Warning (by General supervisor or shift Superintendent).
5. Written warning (Yellow Card) and/or disciplinary layoff (By Human Resources Department).
6. Discharge.

The employee and Union Steward shall be present when discipline is issued in Steps 2 and 3, above. The Chief Steward and/or Committeemen will be present in the absence of the

Union Steward in Steps 2 and 3. The employee, Steward, and Committeeman(s) shall be present when discipline is issued in Steps 4, 5, and 6, above.

The employee and Steward shall receive a copy of the discipline issued in Steps 3 and 4, signed by the Company representative issuing the discipline. The Bargaining Committee shall receive a copy of the discipline issued in Step 5.

The signature of the employee, Steward and/or Committeeman(s) on the original copy of the discipline is required, but does not indicate agreement with the discipline, but acknowledges their presence at the time the discipline is issued, and receipt of their copy.

Written warnings must be issued within forty eight (48) hours of the first knowledge of the offense (excluding holidays and weekends) and disciplinary action will be considered null and void and not be used for the purpose of progressive discipline after one (1) year, excluding leaves of absence or layoff, provided the employee has not been disciplined for the same rule at the next progressive step within the one (1) year period.

CATEGORY NO. II PLANT RULES ARE LISTED BELOW:

- 1.A Production: Parts run out of tolerance that result in scrap, rework or breakage.
- 1.B Non-Incentive: Negligence on the part of the employee that results in substandard work.
2. Posting unauthorized notices.
3. Creating or contributing to unsanitary conditions.
4. Sleeping on the job.
5. Violation of a safety rule or safety practice.
6. Loafing on the job.
7. Gambling on Company property.
8. Threatening or intimidating another employee or supervisor.

9. Use of abusive language.
10. Accepting overtime and not reporting to work.
11. Violation of traffic and parking rules on Company property.
12. Not maintaining Group Incentive average (not cooperating with the Group.)
13. Leaving department prior to quitting time and/or not returning to the department prior to or after the five (5) minute wash-up period before the lunch period and quitting time.
14. An employee who leaves the plant through other than designated entrances with a proper pass.
15. Failure to perform assigned quality checks, or quality checks included in the job(s) back up sheets.

The procedure above will be, from date of implementation, for a (1) one-year period excluding leaves of absence or layoff. After (1) one year the written record of such action will not be used for the purpose of progressive discipline.

ATTENDANCE POLICY

The Company and Union agree on the following attendance policy. The policy is based on hours and will be administered on a rolling calendar year.

25 hours in 90-days or absenteeism in excess of 16 hours in a one-month period will result in Step 1 — Talk to employee.

25 hours in 90-days, Step 2 — Documented Verbal Warning

17 hours in 90-days, Step 3 — Written Warning Supervisor

9 hours in 90-days, Step 4 — Superintendent/Lead Supervisor/Area Manager

9 hours in 90-days, Step 5 — Yellow Card Human Resources

9 hours in 90 days, Step 6 - Discharge

Once discipline has been administered for a step the person being disciplined will start with a zero balance toward accumulating hours for the next step of the disciplinary process.

Hours to be counted for absenteeism are as follows:

Reporting off of work due to sick unexcused, no report, personal time, tardy and/or leaving without a pass (through a designated exit) will count towards hours for absenteeism. Excused absence will not be counted toward absenteeism.

Employees will be excused from work when a snow or ice emergency exists in Allen County or the county in which the employee resides. In order for the snow or emergency to excuse the employee from work, the declaration of the county emergency must prohibit the employee from traveling on the roads.

Tardies will count for one (1) hour for any tardy less than one (1) hour and the full time to the nearest hour for tardies over one (1) hour. Six (6) tardies in a 90 day period will result in Step 2 — Documented Verbal Warning (any portion of an hour will count as one (1) hour).

Leaving without a pass (through a designated exit) will be counted as one (1) hour and the full time to the nearest hour for leaving without a pass over one (1) hour (any portion of an hour will count as 1 full hour).

Tardies and leaving with a pass on overtime will be counted toward absenteeism under the attendance policy. Accepting overtime and not reporting for work will be administered under Category II, rule 10.

In recording the first step in the disciplinary process, a Supervisor will enter the designated code for tracking the discipline in the Tally system.

The Human Resource Department will track the attendance policy and notify the Supervisor of record of the need to administer the discipline.

Written warnings must be issued within forty eight (48) hours of the return of the employee to work (excluding holidays and weekends) and disciplinary action will be considered null and

void after one (1) year, excluding leaves of absence or layoff, provided the employee has not been disciplined for the same rule at the next progressive step within the one (1) year period.

Employees must submit doctor's slip prior to the start of their shift to the dispensary or supervisor. An employee has until the end of his/her shift the next day to get a doctor's slip corrected if not accepted by the Medical Department or supervisor.

***NOTE (a)**

An employee who submits a statement from a physician or Nurse Practitioner (practicing under the direction of a licensed physician operating within their practice) to certify the absence is due to illness, must have that physician's and/or Nurse Practitioner's statement include the following:

- a. Date first unable to work.
- b. Date of first illness.
- c. Date able to return to work.
- d. Nature of illness or diagnostic code.

***NOTE (b)**

Volunteer Firefighters or other emergency personnel, who are late or absent due to being called out, will be excused with proper documentation from their base.

When absences for which a physician's statement are submitted are continued over an extended period of time, such absences will not be considered excused unless the company physician confirms each day of absence; due to illness, is justified or FMLA has been certified through the Human Resources department. The Human Resources Manager or his designee will inform an employee subject to this provision prior to implementation and in the presence of a Union Representative.

The costs for such Company Physician under these provisions will be considered under the Major Medical provisions of the Group Insurance Plan in the same manner as any other doctor's office visit charge is handled.

The procedure above will be, from date of implementation, for (1) one year period excluding leaves of absence or layoff.

After (1) one year the written record of such action will not be used for the purpose of progressive discipline.

WAGE ADJUSTMENT

During the negotiations that led to the 2002-2005 Spicer Manufacturing Inc. — P.A.C.E. Fort Wayne labor agreement, the parties agreed to reduce the base wage rates throughout the plant by sixty cents (\$.60) per hour. For incentive employees, the sixty cents (\$.60) shall be factored out of the incentive base rate of each D rate at the plant wide incentive average as of week ending December 30, 2001. For non-incentive and skilled employees, the sixty cents (\$.60) shall be reduced from their straight time hourly rate in effect immediately prior to the termination of the 1999-2002 labor agreement.

During the negotiations that led to the 2002-2005 Spicer Manufacturing, Inc. P.A.C.E. Fort Wayne labor agreement, the parties agreed to factor into the base rates of the retimed production departments, fifty-eight cents (\$.58) of the one dollar ninety-two cent (\$1.92) COL monies payable as of February 3, 2002 for the retimed production departments at the then current plant wide average for retimed departments. The remainder of the COL monies payable to production, non-production and skilled employees amounting to one dollar and thirty-four cents (\$1.34) shall be suspended and not paid during the term of the 2002-2005 Spicer Manufacturing, Inc. P.A.C.E. Fort Wayne labor agreement.

COST OF LIVING ALLOWANCE

The Company and the Union agree that employees shall be covered by the provisions of a Cost-of-Living Allowance as follows:

- A. The amount of the Cost-of-Living Allowance shall be determined and redetermined as provided below on the basis of the Consumer's Price Index, United States Average for Urban Wage Earners and Clerical Workers, (revised CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) herein referred to as the BLS Consumer's Price Index.
- B. Effective upon ratification of this Agreement and there-

after during the period of this Agreement, each employee covered by this Agreement shall receive a Cost-of-Living Allowance as set forth in this Agreement. However, during the term of the 2002-2005 Labor Agreement, all Cost-of-Living Allowance generated shall be diverted to the Voluntary Employee Benefit Association (the "VEBA") on behalf of the hourly employees of the Ft. Wayne facility.

- C. Thereafter during the period of this Agreement, adjustments in the Cost-of-Living Allowance shall be made at the following times:

EFFECTIVE DATE OF ADJUSTMENT:

First pay period beginning on or after February 4, 2002 and at first pay periods beginning after three-calendar month intervals there after to November 1, 2004.

BASED UPON THREE-MONTH AVERAGE OF THE BLS CONSUMER PRICE INDEXES FOR:

September, October, and November 2001 and at three-calendar month intervals thereafter to June, July and August 2004.

In determining the three-month average of the Indexes for the specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

In no event will a decline in the three-month average BLS Consumer Price Index below 518.5 provide the basis for a reduction to the cents per hour contributed to the VEBA or in the rate for any classification.

Pay adjustments made in any period applicable to any previous period will include the Cost-of-Living Allowance applicable during the period to which the adjustments relate.

- D. The parties to this Agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for November 2001 unless otherwise agreed upon by the parties.

E. The Cost-of-Living Allowances shall not be added to the base rate or day rates for any classification, but shall be computed on the basis of the hours paid times the amount allowable by index and shall be taken into account in computing overtime, holiday pay, jury duty, bereavement and short-term military duty.

F. Amount of Allowance

Effective February 4, 2002 and for any period thereafter, as provided in Section C above, the Cost-of-Living Allowance shall be in accordance with the following table:

3 month average BLS Consumer Price Index	Cost-of-Living Allowance
518.5 or less	0¢
518.6 - 518.7	1¢
518.8 - 519.0	2¢
519.1 - 519.2	3¢
519.3 - 519.5	4¢
519.6 - 519.8	5¢
519.9 - 520.0	6¢
520.1 - 520.3	7¢
520.4 - 520.5	8¢
520.6 - 520.8	9¢
520.9 - 521.1	10¢
521.2 - 521.3	11¢
521.4 - 521.6	12¢
521.7 - 521.8	13¢
521.9 - 522.1	14¢
522.2 - 522.4	15¢
522.5 - 522.6	16¢
522.7 - 522.9	17¢
523.0 - 523.1	18¢
523.2 - 523.4	19¢
523.5 - 523.7	20¢
523.8 - 523.9	21¢
524.0 - 524.2	22¢
524.3 - 524.4	23¢
524.5 - 524.7	24¢
524.8 - 525.0	25¢

and so forth with one cent (\$.01) adjustments for each 0.26 change in the Average Index for the appropriate three months as indicated in Section C.

The Company will divert the entire amount of the increases generated by the COL formula for all twelve (12) quarterly periods beginning February 4, 2002, through and including November 1, 2004 to the Voluntary Employee Benefit Association on behalf of the hourly employees of the Ft. Wayne facility. The COL table shall be adjusted immediately after each of the above stated adjustment dates in order to reflect the diversion noted therein.

G. ADJUSTMENT PERIOD

In the event the Bureau of Labor Statistics shall not issue the appropriate Indexes on or before the beginning of one of the pay periods referred to in Section C, any adjustment in the Allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

No retroactive adjustment shall be made in the amount of the Cost-of-Living Allowance due to any revision, which later may be made in the published figures for the Index for any month on the basis for which the Allowance shall have been determined.

Effective December 2000, the parties will use the most recent revised CPI-W, in calculating the adjustments to the Cost-of-Living Allowance specified in this supplement.

2002

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

2003

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

2004

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

2005

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