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# AGREEMENT

*between*

**ADVANCED GLASSFIBER  
YARNS, LLC**

*and*



**TEAMSTERS  
LOCAL UNION NO. 86**

*Affiliated with the  
International Brotherhood of Teamsters*

For the period of  
**May 5, 2002 through May 1, 2006**



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## **ARTICLE 1 AGREEMENT**

### **Section 1.**

**THIS AGREEMENT made and entered into this 6th day of May, 2002, by and between ADVANCED GLASSFIBER YARNS, LLC, and its successors, administrators, executors, and assigns, hereinafter called the "Company", and the TEAMSTERS LOCAL UNION NO. 86, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and its successors, administrators, executors and assigns, hereinafter called the "Union", that the Employer recognizes and acknowledges the Union as the sole and exclusive bargaining representative for all production, maintenance and warehouse and shipping employees at its Aiken, South Carolina plant, excluding all office clerical employees, laboratory technicians, professional employees, guards and supervisors as defined in Labor-Management Relations Act of 1947, as amended.**

### **Section 2.**

**The term "employee" as used herein refers only to employees employed in the bargaining unit defined above. The term "he" as used herein refers to any employee and shall apply equally to male and female employees.**

## **ARTICLE 2 SCOPE OF AGREEMENT**

### **Section 1.**

**It is agreed that this written contract reflects the entire agreement between the parties. However, this Article**

will not restrict the Company and the Union by mutual agreement of adding amendments, interpretations or clarifications of this agreement, or applying interpretation in accordance with the intent and purpose agreed upon between the Union and the Company.

**Section 2.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Company and Union freely agree that during the period of this Agreement neither party shall be obligated to bargain with respect to any matter or subject referred to in this Agreement except in the manner specified herein.

**ARTICLE 3  
HOURS OF WORK**

**Section 1.**

The Company's regular workweek shall begin at Midnight on Sunday and end at Midnight the following Sunday.

**Section 2.**

An employee's workday shall begin at the time the employee starts to work and shall continue for twenty-four (24) consecutive hours, but in no event will an employee's workday begin earlier than twenty-four (24) hours following the beginning of the preceding workday.

**Section 3.**

It is understood and agreed that the Company shall

have the right to schedule shifts both on a fixed and rotating basis beginning and ending at times made necessary by the Company's production requirements. The Company will give the Union and the affected employees one (1) week's notice of any changes in the starting and ending times of such entire shifts, unless the reasons requiring the changes make it impractical to give such notice.

#### **Section 4. Overtime**

It is mutually agreed that the Company's operations may require performance of overtime work. In recognition of this, the Parties agree that overtime requirements will be filled either by voluntary overtime opportunities or mandatory overtime work. Employees may be relieved of their obligation to work mandatory overtime if volunteers are obtained prior to the start of the mandatory overtime.

##### **A. Voluntary Overtime.**

1. **Definition.** Voluntary overtime is when an employee requests or agrees to volunteer to work an overtime opportunity.

2. **Removal From Voluntary Overtime Consideration.** Employees who do not want to work voluntary overtime must sign a statement with their appropriate management representative and a copy presented to the Local Union. Such employee will not be asked for voluntary overtime until he notifies the Company and Union in writing of his desire. At such time he will be charged the highest number of opportunities for overtime work he

normally performs. This provision will not excuse the employee from their turn for mandatory overtime.

**B. Equalization of Overtime Opportunities.**

1. It is agreed that overtime work will be offered on a reasonably equal basis, calculated monthly, to the employees who normally perform such work. However, no employees will be paid for time not actually worked under this Section, and in the event employees do not receive their proportionate share of overtime work as provided herein, such employees will be given preference until they have reached their proportionate share, as provided in Paragraph B 4 below.
2. The Company will maintain and post a uniform overtime sheet for each job classification and shift showing overtime opportunities provided for the employees who normally perform the work, as well as a record of all overtime worked by employees outside of the classification. The overtime sheets will be uniform across all classifications and work areas, and will include codes identifying the opportunities.
3. Monthly overtime sheets will be made available for inspection by the employee during the first week of the month. Employees will be responsible to examine, sign and report any errors during that week.
4. Employees who are low in opportunities will be given preference the following month for overtime work within their classification on work they normally perform.

5. On a monthly basis the Steward and appropriate management representative will review the overtime sheets. Supervisors will be reasonably available to meet with shop stewards to review overtime sheets. If inequities or opportunities exist a plan of action will be agreed upon to correct the problem. Should the parties be unable to agree upon a plan of action or should a plan not be followed, the Steward will refer the matter to the Business Agent who will meet with the Plant Industrial Relations Supervisor to establish corrective action. If the Union believes the inequity continues, the Union Business Agent may meet with the Plant Manager. Where it is agreed an inequity exists the Plant Manager will meet with the management Leader to ensure that a plan is developed to address the inequity.

6. In order to equalize the overtime of a person who is being transferred from one department or from one job to another, he will be credited with the highest total of accumulated overtime incurred on the new job in that department.

7. Employees who are assigned or transferred to a job other than a bargaining unit job will be credited, upon return to the bargaining unit, with the total of the overtime hours he worked in the non-unit job or the overtime hours worked of the highest employee in the job classification that the employee is returning to in the bargaining unit, whichever is higher.

8. All overtime sheets will be zeroed out effective upon ratification of the contract. The Company will agree to review specific problem areas identified by the Union and not zero out those hours until mutually agreed that



the problem has been addressed, and corrected if possible.

### C. Mandatory Overtime.

1. Definition. Mandatory overtime refers to any overtime the employee is required to work for which the employee did not volunteer.

2. Employees will work up to, but not exceeding, four (4) hours mandatory overtime per workday for up to six (6) times per month, subject to the following provisions:

a. Employees will be permitted to refuse mandatory overtime up to four (4) times per rolling twelve (12) months. Documentation of each refusal will be provided to the employee. Employees will be expected to sign the documentation of each refusal and will receive a copy thereof. Each employee who works mandatory overtime more than six (6) times in a calendar month will be granted an additional refusal for each mandatory overtime work, that cannot be used in the immediately following ten (10) working days, but must be used during the rolling twelve (12) month period. A refusal of overtime in excess of the number permitted under this Article 3, Section C will result in immediate termination.

b. Overtime for vacations and other known vacancies may be scheduled at least seven days in advance. For other vacancies that may occur, employees assigned mandatory overtime will generally be notified at least 48 hours in advance. In instances where the vacancy is not known 48 hours in advance, notice will

be given as soon as is reasonable after the vacancy is known.

c. It is understood that if the Company is unable to meet its manning requirements, as it has determined, through volunteers and/or the use of mandatory overtime, the Company has the right to fill its requirements from any source it deems appropriate from within the bargaining unit. Under this section, an employee working in a job other than his or her regular job will receive the rate of his or her regular job or the rate of the job to which he or she works, whichever is higher.

d. Employees who volunteer to work another employee's mandatory overtime, the employee who was going to work mandatory overtime will be credited with working the mandatory overtime.

e. Employees will not be picked up on the mandatory overtime rotation for any reason, when returning to work, except for a reported absence, unreported absence or leaving early on their regularly scheduled shift, until their next regular turn in order occurs. It is agreed that if an employee leaves early on overtime it will be recorded as a "leave early" pursuant to Article 8, Section 4, and the employee will not be credited as having worked a mandatory overtime under this Article, but will be charged with an overtime opportunity.

f. Employees required to work overtime for a period of four (4) hours after their regular shift will be permitted a company phone to call home.

g. Nothing in this Agreement precludes the Com-

pany from requiring an employee to work mandatory overtime in the hours immediately preceding or following his or her regularly schedule shift. Employees who are given less than 24 hours notice of the requirement to work mandatory overtime in the hours immediately preceding his or her regularly scheduled shift will receive double the straight time hourly rate for these mandatory overtime hours.

h. It is agreed that the Company will not temporarily transfer employees from one job classification to another for the purpose of shifting overtime.

i. Mandatory overtime will be rotated from the junior employee to the senior employee in each group.

#### D. Maintenance Overtime

Maintenance overtime will be first offered to employees who normally perform such work, in the following order:

1. Daylight employees will be offered daylight overtime.
2. Shift employees will be offered shift overtime.
3. In the event no employees desire the overtime on days, the Company will offer the overtime to shift employees who are available.
4. In the event no employees desire the overtime on shift, the Company will offer the overtime to daylight employees who are available.

5. In the event the Company cannot obtain voluntary overtime in the above manner, the junior employee either on the daylight shift or the junior employee on shift, will work the overtime in his group. Mandatory overtime will be rotated from the junior employee to the senior employee in each group. Daylight employee overtime will be equalized. Shift employee overtime will be equalized.

**Section 5.**

Time and one-half the straight time hourly rate will be paid for all hours worked by an employee over eight (8) hours in any employees' workday and over forty (40) hours in any workweek.

**Section 6.**

Double time the straight time hourly rate will be paid for all hours worked by an employee on the seventh (7th) consecutive workday worked in the regular workweek.

**Section 7.**

Time and one-half (1 1/2) the straight time hourly rate will be paid for all hours worked by an employee on Sunday.

**Section 8.**

An employee who is temporarily transferred, as provided herein, for the convenience of the Company, to a job other than his regular job, and on which job such employee has not previously qualified to receive the qualified rate will receive the rate of his regular job or the beginning rate of the job to which he is transferred, whichever is higher. An employee who is temporarily transferred, as provided, herein, for the convenience of

the Company, to a job on which such employee has previously qualified to receive the qualified rate for that job will receive the rate of his job or the qualified rate of the job to which he is transferred, whichever is higher. In all other cases other than for the convenience of the Company, employees will be paid either at the beginning or qualified rate of the job to which they are transferred, whichever is applicable.

**Section 9.**

No change will be made in an employee's work schedule in a given workweek after such workweek has begun for purposes of equalizing his time or otherwise for the purpose of affecting his hours of work to avoid or change overtime payments required by this Contract. This Section shall not apply in case of curtailments, cutbacks or recalls.

**Section 10.**

Employees working on second shift will be paid a premium of \$.30 per hour. Employees working on third shift will be paid a premium of \$.40 per hour.

**Section 11.**

There shall be no pyramiding of overtime or premium pay under this Contract. In computing an employee's overtime and premium pay for a given day or week, that basis which is most favorable to the employee will be used.

**Section 12.**

Nothing herein shall be deemed to be a guarantee of any given number of days per week or hours per day of

work except as specifically otherwise provided for in this Agreement.

**Section 13.**

Unless otherwise scheduled by supervision, employees are required to be at their work station ready for work at the time their shift begins and will not leave their work station at the end of the shift until their shift ends. In addition, unless specifically scheduled by supervision, employees will not be allowed to report to their work station more than five (5) minutes before the beginning of their shifts, and all employees will leave their work station promptly at the end of their shift.

**Section 14.**

There shall be no split shifts other than shifts split for the purpose of providing non-paid lunch periods.

**Section 15. Reporting and Call-In Pay**

A. If an employee reports for work in accordance with his schedule without being notified not to report at least one (1) hour prior to the beginning of his shift (by telephone, in person or bulletin board notification) that his services will not be required on his next scheduled work shift and who nevertheless reports on time for his work on such day and is not required to work or is given less than four (4) hours of consecutive work during his shift, shall be paid a minimum of four (4) hours pay, unless such employee quits, is discharged, or suspended for cause, or voluntarily seeks time off, or is laid off by reason of a work stoppage or an emergency forced close down of the plant or his job beyond the control of the Company (such as major machinery breakdown, fire, flood, power failure, bomb threats or

other acts beyond the control of the Company). In any event, the employee must accept any work offered for such four (4) hour period. In the event an employee is sent home from work after four (4) hours, department seniority, within a job classification, will be the determining factor.

B. Employees who are called in after they have left the plant or before they report to the plant for their regular shift for work on shifts other than their own, will receive a minimum of four (4) hours work or four (4) hours pay under the same conditions, restrictions, and provisions provided for above in the case of reporting in pay, including the requirement that such employees must accept whatever work is available and assigned to them by the Company. For purpose of this Call-In Pay Section, an employee will be deemed to have left the plant and have been called in if request is made to him to work after he has clocked out. If such employee is called into work less than four (4) hours prior to the beginning of his regular shift and work is made available to him on a continuous basis until the beginning of his regular shift then the provision herein for call-in pay will not apply.

C. The four (4) hours pay provided for above for reporting pay and the four (4) hours pay provided for above for call-in pay shall not be less than the employee's regular job rate or the applicable rate the employee would receive for work during such period whichever is higher.

D. Employees who are requested to come to the plant by the Company or designated representative for the purpose of attending meetings will be paid at the

applicable base or premium rate of pay for actual time spent in such meetings and the provisions above for reporting or call-in pay will not apply.

**Section 16.**

Double the straight time rate will be paid after twelve (12) hours work in any one (1) workday as such.

All consecutive hours worked in excess of twelve (12) consecutive hours of work will be paid for at the rate of double time even though some such hours may fall in the next work day.

**ARTICLE 4  
MAINTENANCE OF STANDARDS**

It is agreed that any monetary benefit currently being provided by the Company on a uniform basis to all employees and not specifically provided for in this Agreement will nevertheless be continued for the duration of the Agreement. It is further understood that this provision will not increase nor decrease the monetary benefits that are specifically provided for in this Agreement.

**ARTICLE 5  
SENIORITY**

**Section 1.**

A. Seniority as used hereinafter is defined as follows:

1. Plant seniority shall mean an employee's length of service dating from his last date of hire into the plant.



2. Departmental seniority shall mean an employee's length of service dating from his last date of hire into, or permanent transfer into, a department within the plant, which department shall also be known as his home department. Employees cannot carry department seniority in more than one department at any one time.

3. Protected seniority shall mean the total department seniority which an employee had in his last home department at the time he was permanently transferred into his present department. Employees cannot carry protected seniority in more than one department at any one time.

4. Temporary department seniority shall mean the time employees accumulate in departments other than their home department as a result of a cutback or recall.

B. In applying seniority as provided hereinafter as between employees with equal department seniority, plant seniority will be the determining factor. If plant and department seniority are equal, the employee with the lowest clock number shall be considered the senior employee. In application of plant seniority, where plant seniorities are the same, the employee with the lowest clock number shall be considered the senior employee. In application of the protected seniority where the protected seniority is the same, plant seniority shall be the determining factor and where the plant seniority is the same, the employee with the lowest clock number shall be considered the senior employee.

C. New employees shall be regarded as probationary employees for the first ninety (90) working days of

service and have no seniority rights during said probationary period. During said probationary period, the Company shall have the absolute right to lay off, transfer, discipline or discharge such employees without recourse on the part of such employees or the Union under the Grievance and Arbitration Procedure. Probationary employees will be entitled to leaves of absence as outlined in Article 9 except leaves of absence time will not count toward completing the probationary period. Upon completion of such probationary period the employees will be credited with seniority from the date of hire. The Company shall at all times be the sole judge of whom it shall hire.

D. New employees will be afforded the opportunity to sign check-off authorization and the Union application blanks upon receiving employment. After the probationary period is completed, the Company shall deduct Union initiation fees and Union dues in such amounts as are certified by the Local Union.

## **Section 2. Seniority Departments**

A. The Company's seniority departments shall be as follows:

1. Forming - which shall include Batch, Chem Prep, Furnace, Binder Room, and Forming.
2. Fabrication - which shall include Endfinding, Twist and Ply, Packing and Re-fab.
3. Special Fabrication - which shall include Beaming, and Multitex.

4. Maintenance which shall include Mechanical Maintenance, Electrical Maintenance, Alloy, Utilities and Building and Grounds.

5. Warehouse and Shipping.

6. Purchasing and Stores; and

7. Quality Services

B. The Company shall have the right to consolidate departments, create new departments or to rearrange department structures in a manner other than shown in Section A hereof, provided it gives notice of its intention to do so to the Union and meets with the Union upon request to agree on the proper method of determining the seniority rights of the employees involved in such new, rearranged or meshed departments.

### **Section 3. Seniority Rosters**

The Company will prepare and post on the bulletin boards at the end of each quarter a seniority roster showing the department, plant and protected seniority of each employee.

A copy of the seniority roster will be furnished to the Union. Unless a protest is made concerning the seniority standing of any employee within thirty (30) days after the posting of the roster, then such roster and seniority standing shown thereon shall be conclusively deemed to be correct.

### **Section 4.**

An employee's continuous service and his seniority will

be considered terminated if he:

A. Quits or is discharged;

B. Is furloughed for a period of eighteen (18) consecutive months or if the employee has three (3) or more years of service is furloughed for a period of thirty six (36) consecutive months.

C. Fails to report to work at the expiration of the leave of absence granted by the Company under Article 9 hereof.

D. Fails to return to work from furlough within seven (7) days after notification by the Company to return to his job (or other jobs for which he is Q-rated as provided in Section 5 (C) (4) hereof) through notice by certified mail with registered return receipt. (The seven (7) days period will be computed from the date of the mailing by certified mail to the employee's last known address).

E. If absent three (3) or more consecutive workdays without notice unless such employee furnishes a justifiable reason for failure to give such notice.

#### **Section 5. Curtailments and Recalls**

As used hereinafter, a temporary reduction in force shall mean a reduction in force lasting or expecting to last eight (8) hours or longer, but less than fifteen (15) days. A reduction in force other than a temporary reduction in force shall mean reduction in force lasting or expecting to last longer than fifteen (15) days. The Company agrees to advise employees as soon as it knows or can reasonably ascertain whether a reduction

in force is expected to last less or longer than fifteen (15) days in order that employees may exercise the rights provided hereinafter. As used herein "Q-rated" means jobs on which the employee has received the qualified rate. A furloughed employee is an employee who is not working in the plant. A cutback employee is an employee who has been displaced from his job but is working on another job in the plant.

### **CURTAILMENTS OTHER THAN TEMPORARY**

A. In the event of a curtailment, the following procedure will be used:

1. If an employee is displaced from his job as a result of a reduction in force other than a temporary reduction in force as defined above, he may elect by the end of his second working day to take a voluntary furlough, or he must exercise his department seniority to displace the junior department seniority employee in his regular job classification on any shift in his department.
2. Upon exhausting his department seniority in his regular job classification, the employee may elect by the end of his second working day to take a voluntary furlough or will roll the junior department seniority employee in any equivalent paying job on any shift in his department on which he had been Q-rated. Employees previously Q-rated in jobs that have been combined or eliminated into newly created jobs will have curtailment/cutback rights to the newly created jobs. However, if such employee cannot displace an employee on an equivalent paying job, he will roll the junior department

seniority employee in the next lower paying job classification on any shift in his department on which he has been Q-rated in descending order. As a last step before being displaced from his department, the employee with more department seniority may elect by the end of his second working day to take a voluntary furlough or will roll the junior department seniority employee on a beginning or exit job even though he is not Q-rated on such beginning or exit job provided he is capable of performing such beginning or exit job.

3. Any employee who is displaced, by the above procedure may by the end of his second working day elect to take voluntary furlough or he must exercise his protected seniority from the last department from which he was permanently transferred. In applying protected seniority to his last home department he shall first apply his seniority to the highest rated job classification on any shift in which he is Q-rated and if such employee has insufficient protected seniority to displace the junior department seniority employee in that job classification, he will then be allowed to use his protected seniority to roll the junior department seniority employee in any equivalent paying job on any shift in this department on which he had been Q-rated. However, if such employee cannot displace an employee on any equivalent paying job, he will roll the junior department seniority employee on the next lower paying job classification on any shift in his department on which he has been Q-rated in descending order. As a last step before being displaced from the department from which he has protected seniority an employee with more protected seniority may elect by the end of his second working day to take a voluntary furlough or he will roll the junior

department seniority employee on a beginning or exit job even though he is not Q-rated on such beginning or exit job, provided he is capable of performing such job.

4. If an employee has exhausted his department seniority and his protected seniority, he may elect by the end of his second working day to take a voluntary furlough or he will be assigned by the Company to a job in another department, provided he has sufficient plant seniority and provided he is capable of performing such job in the following order:

a. Where there is a vacancy on a beginning or exit job, provided that he is capable of performing such beginning or exit job and further provided that other employees with more department and/or Plant seniority did not have prior claim on such vacant job.

b. The job of the least senior employee in the Plant on a beginning or exit job.

c. Appendix A lists beginning and exit jobs. Employees who are assigned by the Company to an exit or beginning job, where there is a vacancy, will be assigned on the basis of their Plant seniority to the highest job classification in which they had previously been Q-rated.

d. Senior department employees in a job classification being reduced by curtailment other than temporary may take a voluntary furlough by mutual agreement between the Company and the Union. Employees in the affected classification have the responsibility to inform the Company of their request for a voluntary furlough

and must make this request within two working days after employees are notified of the curtailment.

## TEMPORARY CURTAILMENTS

B. 1. If an employee is displaced from his job as a result of a temporary reduction in force as defined above and such employee is not the junior department seniority employee in his job classification on his regular shift, he will displace such junior department seniority employee in his job classification on his regular shift.

2. Upon exhausting his department seniority in his regular job classification on his regular shift, the employee will exercise his department seniority to roll the junior department seniority employee in any equivalent paying job on that shift in his department on which he had been Q-rated; however, if such employee cannot displace an employee on any equivalent paying job, he will roll the junior departmental seniority employee in the next lower paying job classification on his regular shift in his department on which he has been Q-rated in descending order. Upon exhausting his department seniority on his shift, as a last step before being temporarily furloughed, such employee will roll the junior department seniority employee on a beginning job on any shift in his department even though he is not Q-rated on such beginning job provided he is capable of performing such job.

3. If an employee is displaced from his department during a temporary curtailment, he will be placed on temporary furlough.



4. In temporary cutbacks, employees will not be entitled to take voluntary furlough but will take the job assignment as provided above.

5. The beaming area and the Multitex area will be considered as separate departments under the temporary curtailment provisions outlined in the Contract for curtailments lasting from 8 hours to a maximum of 4 days. (This will pertain to primarily shutdowns related to Holiday curtailments.)

## RECALLS

C. Employees will be recalled in the following order and subject to the following procedure:

1. Furloughed employees lose all rights of recall and their employment will be terminated at the end of eighteen (18) consecutive months or thirty six (36) consecutive months, whichever is applicable, on furlough. A cutback employee does not lose his recall rights regardless of the length of time he is in cutback status.

2. An employee who has been displaced from a job other than a beginning job shall be entitled to recall in accordance with his department seniority to any vacancy that arises in a job classification in his department for which he was Q-rated in ascending order. An employee who has been displaced from a beginning job within a department will be entitled to recall to such beginning job in accordance with his department seniority unless there is an employee on furlough who has more plant seniority than such employee and the em-

ployee on furlough with more plant seniority is capable of performing such beginning job and has indicated in writing a desire to be considered for jobs in such departments.

3. Furloughed employees will be given preference over hiring new employees for work they are capable of performing in line with their plant seniority in departments other than the departments from which they were furloughed, provided such furloughed employees have filed a written application for available work on such jobs with the Human Resources Office. Such right or preferential consideration in other departments shall be available to the employees for a period of eighteen (18) consecutive months or thirty six (36) consecutive months, whichever is applicable, from the date of their furlough. If pursuant to their request an employee is offered work in other departments and refuses or fails to accept such work he will forfeit his right to any other such work in any other such departments.

4. The Company has the right to offer employees on furlough, jobs that they are capable of performing rather than hire new employees to fill such jobs. If none of the employees on furlough in line with their plant seniority are willing to accept such other jobs that are offered by the Company, then the Company shall have the right to require the junior plant seniority employee who is Q-rated on such job to accept such job. Such junior plant seniority employee who fails and refuses within seven (7) days after notification to report to work on such job will be terminated and lose seniority.

5. Recalls from temporary curtailments shall be in

reverse order of the temporary curtailment.

D. Employees assigned to another job by virtue of the above cutback or recall procedures must demonstrate their ability to perform the job. Employees cutback to jobs in which they have been Q-rated must demonstrate within forty-five (45) working days that they are capable of fully performing the job. Employees cutback to jobs in which they have not been Q-rated must demonstrate within sixty (60) working days that they are capable of fully performing the job. If it is determined during the forty-five (45) or sixty (60) working day period that such employee is unable to fully perform the job, such employee may elect to take voluntary furlough or will avail himself of such cutback opportunities as his seniority would otherwise entitle him. Employees cutback to jobs in which they have been Q-rated will receive the Q-rate for such jobs, but must nevertheless demonstrate within the forty-five (45) working day period that they are capable of fully performing the job. Employees cutback to beginning jobs below Rate Group 7 will receive the Q-rate for the job even though they are not Q-rated on such job. In all other instances where employees are cutback to jobs on which they are not Q-rated, they will receive the beginning rate for such jobs. The Company, at its discretion, may provide additional time and training in exceptional circumstances.

E. In the event of a cutback or furlough, the successful bidder, who had been promoted to a straight-day job, and remained on the straight-day job for thirty (30) days, will have the right to claim the straight-day job in his classification on a recall basis.

## **CURTAILMENTS IN MAINTENANCE**

### **Section 6.**

For purposes of cutbacks and furloughs either temporary or other than temporary and for purposes of recalls in the Maintenance Department, the Company shall determine the skills that must be retained or required and the following areas in the Maintenance Department will be handled separately:

1. Mechanical
2. Electrical
3. Utility
4. Alloy
5. Building and Grounds

In the event of any cutback, an employee in one of the above five (5) areas will not be allowed to use his department seniority for purposes of rolling an employee in one of the above other listed areas unless:

1. Such employee has been Q-rated in the area in which he seeks to displace a junior employee; and, in addition,
2. Unless such employee has demonstrated by actual performance on the job that he is fully capable of performing all of the job duties, skills and functions of the junior employee he seeks to displace.

In the event of a cutback within an area employees will be cutback on the basis of department seniority. It is recognized that in times of such cutback the Company

may assign cutback employees within the classification without regard to particular skills.

The restrictions imposed above for cutbacks will apply for recalls involving Maintenance Department employees.

Maintenance Department employees who have exhausted their department seniority as above set forth will then be entitled to use their protected seniority and/or plant seniority as in the case of all other employees provided hereinabove.

The Union and the Company have acknowledged that various craft skills have been recognized within the Maintenance Department in the past. The Company has discussed with the Union that more efficient utilization of craft personnel is necessary in the competitive world in which we live. The objective is to utilize the craft work force as efficiently and effectively as possible without regard to jurisdictional constraints within the MMM, ELE and UEP job classifications. Assistance between classifications will be expected and incidental work will be routine.

The Company has recognized the Union's concerns about the safety of its workers and the fact that there will need to be additional training of Maintenance employees. The Company agrees to provide this training and instruction on Company time. Employees will be expected to make good faith efforts to perform assigned work. It is recognized that employees will not be subject to disciplinary action for work they are not capable of performing.

The Company agrees that these changes will not result in a cutback of craft personnel in Maintenance.

## MISCELLANEOUS PROVISIONS

### Section 7.

In cutbacks and in recalls the Company will make every attempt to provide displacement rights and recall rights to affected employees as soon as practicable. It is understood that the determination of seniority rights of respective employees and the subsequent notification of employees will require some time. For this reason the Company will be allowed a reasonable time to accomplish the seniority placements of employees both in cutback and in recall. If an employee or the Union feels that the Company has displaced an employee or recalled an employee in violation of the rights of such employee under the seniority provisions herein, a grievance may be filed and if it is later determined that the Company has, in fact, displaced or recalled an employee in violation of his seniority rights as contained herein, then such employee will be entitled to any back pay such employee may have suffered by virtue of such violation beginning as of the shift following the filing of the grievance.

### Section 8.

A. Employees displaced from their home seniority department and who take jobs in other departments by using protected seniority rights will not accumulate additional protected seniority rights while working in a cutback status in the department in which they carry protected seniority rights.

B. Employees working in departments other than their home seniority department due to cutbacks whether they are working in such other department as a result of exercised protected seniority or plant seniority rights will accumulate temporary department seniority rights dating from the date of their last entry into such department by virtue of cutbacks which temporary department seniority may be used for purposes of job progression and cutbacks in such other department. Such temporary department seniority will be lost when the employee leaves the department.

C. An employee in a department as a result of exercised protected seniority may, at time of a cutback in that department, exercise his protected seniority or temporary department seniority, whichever is greater.

D. If an employee is working in a department other than his home department by reason of cutbacks and subsequently such employee refuses recall to his regular job in his home department and elects to stay in his new department, the new department will become his home seniority department with seniority dating from his last date of entry into such other department whether such entry was by the exercise of plant seniority or protected seniority; and such employee's former home department seniority date to the date of his election not to return to such home seniority in his former home seniority department. He will then lose any former protected seniority in other departments.

E. An employee who is cutback from his home department into his protected seniority department for a period of two (2) or more consecutive years will have the

option to assign his protected seniority and his temporary department seniority to his cutback department as new department seniority. Employees who elect this option forfeit all recall rights to their former position. Employees will be responsible to notify the Company of their election of this option.

Employees who are cutback and are notified by the Company that there is no intention of ever recalling them to their job, will have this option, even though they have not been cutback two (2) or more consecutive years.

#### **Section 9.**

It is understood and agreed that in every instance where an employee is assigned to a job classification for which he has not been Q-rated, whether such assignment of jobs be due to reassignments in times of cutback and recall or as a result of job bid and promotion, if such employee is unable to satisfactorily perform the job, he will be returned to the status from which he was assigned to the job classification and will not be eligible for assignment to that job classification for twelve (12) months.

#### **Section 10. PROMOTIONS**

A. Permanent vacancies within the bargaining unit (vacancies that the Company intends to fill which are expected to last sixty (60) or more days) other than vacancies in the Maintenance Department which procedures are set forth in a separate section below, will be handled as follows: will be posted and will be filled from bidders from within the department who are capable of performing the jobs on the basis of department seniority. If there are no bidders within the department ca-



pable of performing the jobs then the jobs will be filled from those employees bidding from other departments who are capable of performing the jobs based on plant seniority and then by hiring new employees.

B. The Company reserves the right to determine, from time to time, the number of employees and the skills required from employees in the Maintenance Department. In the event the Company determines that additional employees will be required in a particular job classification or to perform a particular skill within a job classification, it will post such job classification along with the skill requirements for such jobs and the jobs will be awarded on the basis of department seniority to employees within the department who are capable of performing, including the particular skills required as a part of such jobs. If there are no employees within a department who desire or are capable of fully performing the jobs, then the jobs will be awarded to employees within the plant who are fully capable of performing such jobs and the skills as part of such jobs on the basis of plant seniority and then by hiring new employees.

### **APPRENTICESHIP PROGRAM**

A. The Apprenticeship qualifications and program established by the Company shall be a part of this Contract and shall continue in effect. Only employees working in the bargaining unit will be eligible to bid into the apprenticeship program.

The following are the maximum periods that an employee will remain in an apprenticeship slot, but it is understood that such maximum periods may be ex-

tended by mutual agreement of the Company and the Union:

Third Class B	Six (6) months
Third Class Q	Six (6) months
Second Class B	Twelve (12) months
Second Class Q	Fifteen (15) months
First Class B	Fifteen (15) months

The above are maximum periods, however, and if, in the judgment of the Company, an employee has developed sufficient skills as to warrant his moving to the next apprenticeship slot in craft progression prior to such maximum time, the Company will move the employee accordingly.

B. Bargaining unit employees that desire entrance into the Apprenticeship Program will sign the bid sheet outlining the basic requirements for entry into the program and the requirements for successful progression to the status of first class in a particular craft area. Apprenticeship vacancies will be filled by the plant senior employees who sign the bid sheet and fulfill the basic requirements outlined on it. The bid sheet will be posted for thirty (30) days.

In an effort to upgrade craft capabilities the following procedures will be utilized in Aiken's Apprenticeship Training Program:

1. A detailed classroom and training outline will be developed for each craft apprenticeship training program.

2. Successful bidders will be expected to take classroom work, make passing grades in such classroom work, and perform satisfactorily on their job training assignments.
3. If, at any time prior to earning a qualified first class rating, an apprentice leaves the program for any reason, he will return to his previous job with no loss of seniority. Such employee will not hold protected seniority in the apprenticeship program.
4. During a period of cutbacks, apprentices will be cutback before any reductions are made to "Q" rated first class maintenance classifications.
5. Apprentices who earn a first qualified maintenance classification through this program will not be able to displace departmental senior first class maintenance personnel in a period of cutbacks. Apprentices may be assigned to Maintenance periodically for the purposes of training while in a cutback status.
6. Employees who bid jobs under the Apprenticeship Program may be required to attend Technical School an average of two (2) evenings per week. Such schooling would be paid for by the Company by way of the Company's educational refund program.
7. A joint apprenticeship committee, consisting of three (3) representatives from the Company and three (3) representatives appointed from the bargaining unit, by the Union, will monitor the Apprenticeship Training Program.

8. The apprentice training program will be utilized for vacancies in the Maintenance department except for situations where positions must be filled on an immediate basis to meet the operational needs of the Company.

C. In addition to the craft job classifications listed above, the Company may utilize the job classification of "chief" within each craft area. It is recognized, however, that included in a particular craft area are many and varied skills. In order for an employee to be eligible to be awarded a bid to chief in a particular craft area, he must have demonstrated leadership ability, and by actual on-the-job performance demonstrated that he is fully capable of performing all of the job duties, skills, and functions of the particular type of work within the craft area covered by the job in which there is a vacancy.

Craft employees who are working in another craft area in their job classification under the Company's training program will be eligible to bid for Chief job in their own craft area. This provision will not apply to employees who have bid into another job classification, bid into another craft area under the job preference system or have been cut back from their craft area or the department. Employees who bid to move under the job preference procedure in the maintenance department, will not be eligible for a chief job in the new craft area for a period of one year.

In order to be eligible to be awarded the job of "chief" in a particular craft area, the senior employee meeting the established qualifications will be awarded the job. The

Company agrees to offer the senior department employees in the particular craft area the right for additional training for the purposes of advancement.

D. 1. Jobs posted as provided herein will remain posted until all shifts on which there could be eligible bidders have worked one full eight (8) hour shift.

2. Employees who are absent from the plant during the entire period during which a job is posted may, upon return to work, report to the Human Resources Office and place their name on the job bid sheet provided the job has not already been awarded.

3. Permanent vacancies that reoccur within the same job classification within sixty (60) days from the date of a job posting for such job classification will not be reposted but will be filled from those who bid on the previous job bid sheet.

E. The Company shall retain its right to make assignments to machines and places of work within a job classification as well as shift assignments within a job classification and there shall be no claim or rights to bid on shift assignments other than from a rotating shift to a daylight shift and/or locked straight shift jobs within the same job classification as provided herein and there shall be no claim or right to bid on a different machine or different job assignment within a job classification. Daylight jobs and/or locked straight shift jobs, whenever such jobs become available, will be offered to the departmental senior employee in the same job classification within the department in descending order.

F. Any employee assigned to another job classification within his own department or another department as a result of job bidding, promotion or request for transfer will receive the beginner's rate for such job, unless he has been previously Q-rated on such job. If such employee is Q-rated on the new job to which he is assigned within his department, or another department then he will receive the Q-rate for such job at the time he begins working on such job and upon accepting such job. The employee will be considered on a trial basis for a period of not longer than the period indicated for that job in Appendix B, during which or at the end of such time the Company will determine whether such employee can perform the job. The employee may elect to return to his former job during the first fifteen (15) working days after being placed on the new job, after which time the employee will not be allowed to voluntarily return to his former job. If he cannot perform the job or the employee elects to return to his former job or move to a lower-rated job, he will be ineligible to return to such job for a period of one (1) year except in cases of cutback. An employee on a beginner's rate will be considered on a trial basis for a period of not longer than the period indicated for that job in Appendix B, during which time or at the end of such time the Company will determine whether such employee has qualified to receive the Q-rate for the job. If he has so qualified, the employee will forfeit his right to return to the former job for one (1) year except in case of cutback and will at that time begin to receive the Q-rate for the job.

During such trial period, the Company, at its discretion, may fill the employee's former job by temporary transfer or by posting such job for bid.

G. An employee filling a job vacancy created by job bidding, promotion or request for transfer will be considered as temporarily filling the job until such time as the employee or Company exercises the option to remain on the new job or return to the former job. During such temporary period, the employee retains his right to return to his former job.

H. Employees in the Maintenance Department in the job classification of MMM, ELE and UEP who desire to move from one work area to another will be considered for such vacancies when they occur, provided they have made a request in writing to the Maintenance Leader or his designate and are capable of performing such jobs.

I. The following job classifications may have a "permanent relief."

Forming:	CPS, MPT, TSY
Fabrication:	TSS, PRA
Special Fabrication:	TSZ, IMX
Stores:	RSA
Quality:	PQT
Warehouse:	WAA, ICA, WAC
Maintenance:	CPX, CPZ, CRY, AMM

The Company will post and award permanent relief jobs in accordance with the Contract provisions. Employees awarded permanent relief jobs will have claim to the jobs when a permanent vacancy occurs. Department seniority will prevail among employees having claim to permanent openings.

J. Employees who successfully bid a job and subse-

quently get cutback due to a Plant curtailment, and who have not been Q rated on the new job, will be allowed to return to the job after all Q rated "permanent" employees have been recalled to that job, before the job is posted again.

K. The following jobs will be filed within the plant by a job preference system.

Fabrication: ABM, EFO, FSR

Special Fabrication: CRF

Employees who desire moves to these jobs will be selected to fill openings by Department Seniority from those employees who have expressed a desire to be considered for such jobs in writing in the Human Resources Department office. (Plant seniority will be used to determine selection from those employees having no Fab or Special Fab department seniority.) Should no job preferences exist for these jobs, the Company will fill openings by hiring new employees. Employees will be allowed no more than two job preferences per calendar year.

#### **Section 11.**

Employees assigned to another job within a new department as provided herein and who elect to remain in the new department as provided above will begin to accrue seniority in the new department from the date they were awarded the job by bid promotion or assignment to the job by transfer and their seniority in their former department will end as of such date and such seniority in their former department will become their protected seniority.



## **Section 12. Temporary Transfers**

The Company retains the right to temporarily transfer employees from one job classification to another or from one department to another, however, no employees will be transferred temporarily for longer than sixty (60) consecutive calendar days at any one time. For the purpose of such temporary filling of jobs, no employees will have any right to claim such work. In the event, however, such temporary transfers are expected to last or do last longer than sixty (60) days, it is agreed that the Company will post such jobs and employees within the department may bid to fill such temporary vacancies, it being understood that when the employees whose absence occasioned the temporary transfer return to work either before or after the sixty (60) day period, those employees who have been temporarily transferred under the provisions provided herein will be returned to their respective jobs.

It is understood that the temporary transfer policy is to be utilized for such occasions as emergencies, vacations, absentees, training, etc. The Company agrees not to abuse the temporary transfer agreement and further will utilize senior employees whenever possible on HIGHER RATED JOBS.

On equivalent paying jobs, or rate groups below equivalent paying jobs the Company will utilize junior employees who are capable of performing the job whenever possible.

Only those employees working eight (8) hours overtime within their own job classification will have preference to job assignments within their job classifications.

**Section 13.**

The Company shall have the right to make the determination of capability requirements for any job involved under this Article, including the adoption and use of uniform job-related tests. It is agreed that if there is a dispute as to whether a given employee meets the capability requirements set out by the Company, the Company's determination shall control. However, such determination may be subject to the grievance and arbitration procedures of the Agreement. If the Company's determination is carried to the grievance and arbitration procedure, the Company's determination will stand unless it is proven that the Company's determination was discriminatory or inherently wrong.

**Section 14.**

Senior employees within a job classification will be awarded relief jobs on the basis of department seniority providing they are capable of performing the relief jobs.

**Section 15.**

Movement within a job classification will be made for the purposes of operational requirements and will not be made for disciplinary reasons.

**Section 16.**

In the job classification of EFO the Company will utilize the junior Q-rated employee when a movement is being made between the following work areas:

1. Surge Lines
2. Charge backs and twist breaks
3. Regular end finding (Belt).

EFO employees may exercise their department, pro-

tected, or temporary seniority when the Company determines that there is a permanent vacancy.

**Section 17.**

Employees who are cut back from the WOP in Beaming to a CRF will exit first through the CRF in Beaming providing they have more department seniority, then through the SFU in Multitex, provided the employee was previously qualified as a CRF or one of the former jobs that have been incorporated into the SFU.

**ARTICLE 6  
GRIEVANCE AND ARBITRATION**

**Section 1.**

A grievance is hereby defined to be a controversy, complaint, misunderstanding or dispute arising out of a claimed violation of any provision of this Agreement. Such a grievance involving such claimed violation of any provision of this Agreement shall be taken up between the Parties and handled in the following manner:

Step 1: Within three (3) working days following occurrence or first knowledge of the incident or matter complained of, the employee(s) may take the matter up with his appropriate management representative. The Union Steward shall be present if requested by the employee or employees involved. The appropriate management representative shall give his answer within three (3) working days following the first meeting in this Step.

Step 2. If the matter is not satisfactorily settled in

Step 1 above, the grievance shall be reduced to writing, signed by the employee or employees involved and the Steward, specifying the provision in the Agreement claimed to be violated, and present it to the appropriate management representative and/or Department Manager within five (5) scheduled working days following the presentation to the appropriate management representative in Step 1 above. The appropriate management representative and/or Department Manager will give his answer in writing within five (5) scheduled working days after receipt of the written grievance.

Step 3: If the matter is not satisfactorily settled in Step 2 above, the Shop Steward and employee shall submit such grievance within three (3) working days of the Company's answer in Step 2 to the Union's Business Agent. If the Union Business Agent determines that the matter has not been satisfactorily adjusted in keeping with the provisions of the Contract, then the Business Agent may take the matter up with the Human Resources Manager and/or his designated representative within ten (10) days after the date of the Company's answer in Step 2 above. The Human Resources Manager and/or his designated representative shall give his answer in writing within five (5) days after such presentation of the matter to him.

Step 4: If the Union Business Agent is not satisfied with the answer of the Human Resources Manager in Step 3 above, the Union Business Agent may take the matter up with the Plant Manager and/or his designated representative, and the Director of Human Resources and/or his designated representative within ten (10) days after receiving the Company's answer in Step 3

above. The Union Business Agent and the Plant Manager and/or his designated representative and the Director of Human Resources and/or his designated representative will attempt to work out a solution to the grievance. The Plant Manager or his designated representative will give an answer in writing within seven (7) days after the presentation of such grievance to him. If the matter is not resolved at Step 4, the Union may submit the matter to arbitration as hereinafter provided.

## **Section 2.**

Upon the request of the Union in writing, not later than thirty (30) days after the Company's answer in Step 4, the matter shall be referred to arbitration if it is subject to arbitration under the terms of this agreement.

The following procedure shall be used:

If the Company and the Union cannot agree on a person to act as arbitrator within ten (10) days from the date of the Union's request as provided above for arbitration, they shall request the Federal Mediation and Conciliation Service to furnish a list of seven (7) qualified arbitrators. If the parties cannot agree on one of such seven (7) arbitrators to act as the impartial arbitrator, then such impartial arbitrator will be selected by the process of alternate marks. The parties shall determine by toss of a coin who shall have the first mark.

It is understood and agreed between the parties that the powers of the arbitrator are limited as follows:

A. The arbitrator shall have no power to decide any matter which is declared not to be arbitrable by the

## Union and the Company.

B. The arbitrator shall be confined, in the decision to be rendered, to the meaning and interpretation of the particular provision of the Contract which gives rise to the dispute and to the issue submitted by the parties. He shall have no power to add to, subtract from, or modify this Agreement.

C. The expenses of the arbitrator shall be paid by the losing party. In the case of a split decision fees shall be shared equally by the parties. The arbitrator shall render his decision in writing within one (1) month following the submission of the matter to him.

D. Where time limits are mentioned in the grievance and arbitration procedures set forth herein, such time limits shall be applicable both to the Union and the Company. Each grievance shall be handled as a separate case unless several grievances grow out of the same incident or circumstances or they relate to the same matter, unless mutually agreed otherwise.

If any of the time limits specified hereinabove are not followed, the grievance shall be deemed to have been abandoned at the expiration of the time period and neither party shall be required to proceed further with said grievance.

### **Section 3.**

A mutual settlement of a grievance pursuant to the procedures as set forth herein at any Step of the grievance procedure and/or a decision of the arbitrator will be final and binding upon all parties and the employ-

ees involved.

**Section 4.**

If in the process of handling a grievance the Company relies on time sheets, pay records, or other Company records pertaining to an individual grievance as a defense to the grievance or in justification of the Company's action, then the records so relied upon will be made available to the Union for examination and inspection.

**Section 5.**

The time limits provided in the grievance and arbitration sections may be extended by mutual agreement, in writing, between the Company and the Union.

**ARTICLE 7  
DISCHARGE AND DISCIPLINE**

**Section 1.**

A. The Company shall have the right to discipline or discharge employees for just cause. The Company will give at least two (2) prior written warnings to an employee of the complaint against him prior to discharge except in cases of mixed yarn in basic forming where only one prior written warning has to be given. No prior warnings need be given to employee before discharge if the cause of the discharge is for dishonesty, theft of Company property or the property of other employees, drinking or being under the influence of alcohol or drugs while on duty, immoral or indecent behavior, willful destruction of Company property or the property of other employees, gambling while on duty, fighting on Company premises, willful insubordination, willful falsi-

fication of employment, work or production records, and other serious offense. Written warning given to employees as provided herein shall have effect for a period of twelve (12) months from the date of issuance. Upon the discharge of an employee as provided herein the Company will promptly give written notice to the employee with a copy to the Union stating the reason for the discharge.

B. Should an investigation prove that an injustice has been done an employee, he shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial or no compensation for time lost.

C. Within five (5) days after notice of the reason for the discharge as provided herein the discharge may be taken up under the grievance procedure and it is understood that it may be initiated at Step 3 of the grievance procedure.

## **Section 2.**

It is understood and agreed that should an employee or the Union feel that a written warning given an employee as provided hereinabove was unwarranted or without good cause, the giving of such written warning by the Company may be referred to the grievance procedure but will be processed only through Step 2 of the grievance procedure. Grievances processed by employees receiving a second written warning in which the next violation may lead to termination may be processed up to and including Step 4. This excludes written warnings for attendance under Article 8. If the employee or the Union is dissatisfied with the Company's answer at Step 2 or Step 4 of the grievance procedure



relating to such a written warning, the matter will not be taken to the next Step (Step 3 or Arbitration), but the written warning will continue with the express understanding that at such time as the written warning forms a basis of disciplinary action or discharge or otherwise is used by the Company as a basis for adversely affecting the employee's wages, hours or other conditions of employment, then such warning may be grieved through the entire grievance and arbitration procedure. Copies of all written warnings shall be submitted to the Local Union.

### **Section 3.**

Should the matter relating to the discharge of an employee be submitted to arbitration, the question of whether the employee committed the offense for which he was discharged will be before the parties. If it is determined that the employee did not commit the offense then he will be made whole; however, if it is established that the employee actually committed the offense, then the discipline in such case will be limited to that which was proposed by the Company during the grievance procedure prior to arbitration unless it is proven that the discipline imposed was inconsistent with that imposed on other employees for similar offenses under similar circumstances since the effective date of this Contract.

## **ARTICLE 8 ATTENDANCE AND REPORTING OFF**

### **Section 1.**

All employees are expected to work regularly. In order to maintain a consistent and fair yardstick by which to

measure the attendance and absentee records of all employees and by which to identify those employees whose chronic absences not only interfere with production and efficiency requirements of the Company but the work of other employees as well, the following policy will be employed.

A. A complete record of all absences of an employee during an anniversary year will be noted on an attendance record by the appropriate management representative which will be available for inspection by the employee.

B. For the purpose of this policy, an anniversary year is a year from the anniversary of an employee's plant seniority date through the day before his anniversary the following year. An "absence" means the occurrence of an absence whether it be for one day, more than one day. And a reported absence means an absence for which an employee has properly reported off prior to the start of his scheduled shift. From this standpoint and within the meaning of this policy, absences on consecutive work days will be counted as one absence.

C. Times missed from work by reason of jury duty, military service, on-the-job injuries for which the employee is entitled to draw Workmen's Compensation, vacations, funeral leave, excused time off for official Union business as outlined in Article 9, Section 5, or leaves of absence beyond two (2) working days of compelling and emergency personal reasons, illness, disability, accident or pregnancy when approved as provided for in Section 1, Article 9, do not constitute an absence for purposes of this policy.

D. An employee as provided and defined herein, will be allowed eight (8) occurrences of absence in the period of an anniversary year. After an employee has four (4) reported absences, the appropriate Management Representative will review with the employee his attendance record for the anniversary year and the policy provided herein for discipline of excessive absenteeism, and the employee will be given written notice with a copy to the Union after four (4) call-offs. If the employee feels the absences are unjustified, he can at that time grieve the recorded absences under the grievance procedure. If the employee does not grieve the four (4) absences, at that time, the absences will stand as recorded and will not be changed at a later date for consolidation or any other reason. After an employee has had seven (7) reported absences in an anniversary year, the employee will again be interviewed by his appropriate Management Representative, his attendance record and this policy will again be reviewed and the employee will be given written notice with a copy to the union that two (2) more absences in the same anniversary year will result in his discharge. If the employee feels the fifth through the seventh absences are unjustified, he can at that time grieve the recorded absences under the grievance procedure. If the employee does not grieve the absences at that time, the absences will stand as recorded and will not be changed at a later date for consolidation of any reason. Employees, in this manner, who occasion nine (9) reported absences in an anniversary year will be discharged.

In the event an employee receives two (2) written warnings for absenteeism in two (2) consecutive anni-

versary years, followed by one (1) written warning for absenteeism in the next (current) anniversary year, the employee will be given written warning placing him on an Attendance Improvement Program (AIP) stating that three (3) occurrences of absence during the next twelve (12) months will result in his discharge. Any furloughs or leaves of absence during this period will extend the twelve (12) month warning period by the equivalent number of calendar days away from work.

E. Absences on consecutive days which do not involve non-occupational or occupational accidents, sickness or personal hardship, will count as separate absences. Absences on consecutive days caused by non-occupational or occupational accidents, sickness or personal hardship will count as one absence.

Employees who report off from work for more than two days for the same illness or personal hardship, each day thereafter will be counted as a separate occurrence of absence.

The Company recognizes that a limited number of employees may require consideration for a defined period of time beyond the normal contractual provisions regarding absences due to serious medical problems or personal hardships.

It is the Company's and the Union's intention to address these kinds of problems by reviewing the employees request for consideration in conjunction with the employee's past attendance record to determine whether or not future absences related to the above will be counted as occurrences. In making this decision the

Company may ask the employee for additional information or documentation to support the employee's request for consideration, including Doctor's reports from the employee's personal physician. In addition the Company may require additional physical examinations and medical opinions.

It is also recognized that an employee approved under this provision that continues to have problems may result in the Company taking on of the following options: 1) Place on layoff status, 2) Place on medical leave of absence, or 3) Place on personal leave of absence.

Employees will be required to update such requests on a periodic basis depending on the circumstances or at least every twelve (12) months.

F. Employees who have accumulated non-consecutive absences and have been discharged upon their ninth (9) absence will not be allowed to combine such absence with a back-dated Doctor's statement.

G. Employees whose absences necessitate forced overtime or early call-ins on a continuing basis may be transferred to another shift, within the same job classification, by the Company, in order to reduce the hardship imposed on other employees. Such transfer will be by mutual agreement by the Company and the Union. When such employee absences are corrected and do not put hardships on fellow employees, the Company will move such employee back to his regular shift.

H. In the event that snow and/or ice would prevent fifty-one percent (51%) of the employees on any shift from

reporting to work, the absence or consecutive absences will not be counted as a recorded absence.

## **Section 2.**

Any employee unable to report at his regularly scheduled work time is required to report off. This notification will be made no later than one (1) hour prior to his scheduled reporting time.

A. When reporting off, an employee will call 649-9911 and give the following information.

1. Name
2. Clock Number
3. Department
4. Time scheduled to work
5. Reason for reporting off
6. When expected to return to work

B. An unreported absence is defined as an absence when the employee fails to report off, as outlined above, one hour prior to the start of his scheduled shift, unless there is justifiable reason for failure to give such notice. In case of unreported absences, an employee will receive a verbal warning for the first offense and a written warning for the second offense with notice that a third offense, within his anniversary year, will result in discharge. On the third offense, within his same anniversary year, the employee will be discharged.

C. An employee will be allowed to work if he reports to work within thirty (30) minutes of the start of the shift provided no one has been held over at the overtime rate to fill his job classification.

**Section 3.**

If an employee is absent for three (3) consecutive workdays without reporting off unless there is justifiable reason for failure to report off he will be considered as having voluntarily quit without notice and such employee will be terminated.

**Section 4.**

An employee that leaves early four (4) times in an anniversary year may have his record reviewed by appropriate management representative and the Union Steward. The employee will be counseled for leaving early and written notice of this review will be given to the employee and to the Union. After this review, employees may be given a written warning for each additional occurrence of leaving early under Article 7 of the Contract. Three (3) written warnings will result in discharge. Such counseling will remain in effect even though the employee's anniversary year has turned over, until the problem is corrected. This section will be applied the same for late's.

The Company and Union agree that the intent and purpose of this provision will be applied the same as the Letter of Intent that has been under the past Contract Agreement.

**Section 5.**

The Company will review employees' attendance records to insure that the intent of the medical leave benefit is being utilized properly. If it is determined by the Company that an employee is abusing this benefit, the employee will be counseled and notified that each additional leave will count as an occurrence of absence.

This provision will be in effect for the remainder of that anniversary year and continuing until the end of the following anniversary year. This notice will be given in writing and a copy will be given to the Union.

## **ARTICLE 9 LEAVES OF ABSENCE**

### **Section 1.**

Leaves of absence without loss of seniority rights may be granted by the Company upon request subject to the following conditions, limitations and procedures:

A. Absences expected to last for a period of two (2) working days or less do not require an employee to request in writing a leave of absence, but oral permission may be granted for such short absences for sufficient cause by the appropriate management representative. The granting of any leave is not automatic and is subject to the following restrictions:

1. The appropriate management representative may give oral permission, if the employee shows sufficient cause, for leave of absences not to exceed two (2) days. The leave will be counted as one (1) absence.
2. In cases where prior approval has not been obtained from the appropriate management representative for absences more than one (1) day, but less than two (2) days, an employee may call the guard giving the information required for reporting off. In such cases, the employee must give a phone number where he may be reached within the next 24 hour period. The appropriate management representative, at his option, may call the



employee to verify the information and may or may not grant the extended absence. In such cases, the employee does not have to call off on a daily basis for the length of the granted leave.

3. At the completion date of the leave, the employee must:

a. Report back to work, or

b. Report to Human Resources and receive a written leave of absence on the proper forms, or

c. Call off each day if the original leave is for less than two (2) days and the employee wishes to extend it one additional day. If the extension is for the same reasons, it will count as one absence. If the call-off is for another reason, it will be counted as another absence. Request for leaves of absence of more than two (2) working days shall be in writing on a form provided by the company and shall not be effective until and unless approved by the company. When approved, a copy of the approval will be given to the employee and the union.

4. An employee who desires to return to work prior to the date specified for expiration of his short-term absence may do so by giving the company eight (8) hour notice prior to the time he wishes to return to work.

B. Leaves of absence for compelling and emergency personal reasons, other than illness, disability or accident, may be granted to an employee upon written request for an initial period not exceeding two (2)

calendar months; provided, that if the reason for such leave of absence continues for longer than two (2) calendar months, prior to the expiration of the initial leave of absence, the employee may apply and the Company may grant extensions of said leave of absence not to exceed one (1) calendar month for each extension up to a total of not exceeding twelve (12) consecutive months. The Company may require a medical examination establishing the fact that the employee is able to resume his regular job. Such examination, if requested, will be at the Company's expense.

C. Requests for leaves of absence due to illness, disability, or a non-occupational or occupational accident shall be in writing and will be granted for a period of up to two (2) calendar months upon the proper proof of necessity therefore, with the right of the employee to receive renewals for one (1) calendar month period; provided said renewals are requested prior to the expiration of the leave of absence or any renewal thereof up to a total of not exceeding twelve (12) consecutive months for any illness, disability, or non-occupational accident. Any such request for leave of absence or any request for extension of such leave of absence shall, if requested by the Company, be accompanied by an appropriate doctor's statement certifying the necessity for the leave or the extension and specifying the physical condition which necessitates it. The Company may require a medical examination or a special doctor's report establishing recovery from the illness, disability, or accident to the effect that he employee is fully able to resume his regular job without risk to the employee or other employees before permitting any employee who has been absent as a result of

a leave under this Section to resume his job. Such examination, if requested, will be at the Company's expense.

D. Leaves of absences for occupational injuries covered by Workman's Compensation will remain in effect for the maximum compensation period provided by law or until such employee is able to return to his normal job, whichever occurs sooner, otherwise Sections 1 (B) and (C) above provide for leaves of absence for reasons as outlined therein for a period not exceeding one (1) year. It is agreed by the parties that the normal situation which would require a leave of absence will not exist for longer than the one (1) year maximum period, provided for in these Sections, but it is understood that there could be that exceptional situation where the employee will not be able to return to work at the end of twelve (12) calendar months but would be able to return in the immediate foreseeable future. It is therefore, agreed that if an employee is on leave of absence under the provisions of Section 1 (B) and (C) above and is unable to return at the end of the maximum twelve (12) month period that the Company may review his case upon request of the employee and if it appears that the employee will be able to return to work in the immediate foreseeable future, the Company may extend the leave under those special circumstances beyond the one (1) year maximum limitation provided for above.

E. A medical leave of absence starts the day an employee requests the leave by phone or in writing. If an employee can furnish a proper medical statement verifying the absences immediately preceding the leave of absence were related, the leave of absence will be

retroactive to the date of the initial preceding absence. If no medical proof is presented, the medical leave of absence will start the day the employee requested the leave.

F. Leave of absence forms, for leaves extending beyond two (2) days, may be obtained by the employee, a member of his family, or a friend.

### **Section 2.**

Any employee who fails to return on the day specified as the expiration date of his leave of absence or the expiration date of an extension granted under this Article shall be deemed to have quit and shall have no further rights under this Agreement. Unless there is justifiable reason for failure to report.

### **Section 3.**

No employee shall work elsewhere while on leave of absence from this Company unless express permission to perform such outside work shall have been granted by the Human Resources Manager in writing. Any person who is on sick or other leave and found to be working elsewhere without such written permission shall be automatically separated from the employment of the Company. This shall not apply to employees on layoff.

### **Section 4.**

An employee who desires to return to work prior to the date specified for the expiration of his leave of absence may only do so by giving the Company a week's notice prior to the time he wishes to return to work. If the Company can reasonably do so, it will allow him to

return to work prior to the end of the week's notice, but shall have no obligation to do so until the end of the week's notice.

#### **Section 5.**

Leaves of absence when requested in writing forty-eight (48) hours in advance will be granted to employees designated by the Union to attend a Union convention or meeting. The total time for which such leaves will be granted will not exceed a cumulative total of fifteen (15) days for any one person in any calendar year. The Union agrees that, in making its requests for time off as provided in this Section, due consideration shall be given to the number of employees granted time off in order that there shall be no disruption of the Company's operations due to lack of available employees.

#### **Section 6.**

Upon written request to the Company, an employee will be granted a leave of absence from the bargaining unit for the purpose of accepting full time employment with the Local Union. Likewise, an employee will be granted a leave of absence from the bargaining unit to accept a non-bargaining unit position at the Aiken plant.

Effective with the 1999 contract, employees accepting full time employment with the Local or to serve in a management position at the Aiken plant will continue to accumulate plant and department seniority while on leave of absence from the bargaining unit.

If such employee, while still in the employment of the Aiken plant or Local Union returns to the bargaining unit, he will be placed on the highest rated job for which

he was Q-rated and to which his seniority entitles him to hold.

#### **Section 7.**

Employees returning from leaves of absence will be able to return to their same shift and job classification. They will be allowed to replace the junior employee in the job classification provided they notify the Company five days prior to the expiration of their leave and provided they have the department seniority to displace such persons.

Effective with the 1999 contract, employees that were on leave of absence for union business or to serve in a management position at the Aiken plant and returning from leave of absence will be able to return to his same shift and job classification and/or the area and position in which he held as long as such position exists.

### **ARTICLE 10 LUNCH and RELIEF**

#### **Section 1.**

All employees schedule to work a regular shift will be allowed a thirty (30) minute lunch period. Where the Company schedules operations on a twenty-four (24) hour, three (3) shift basis, the Company will grant the employees working on such twenty-four (24) hour, three (3) shift basis their lunch period with pay. (But not to be schedule in the first two hours and thirty minutes of the shift). On all other operation and work schedules the lunch period will be without pay.

**Section 2.**

All employees will receive twenty (20) minutes for relief with pay during an eight (8) hour shift. The first ten (10) minute break will be scheduled during the first half of the shift (but not before the end of the first hour) and the second break in the second half of the shift.

**Section 3.**

Employees scheduled to work for a period of four (4) hours continuously either immediately before or immediately after their regular shift will be permitted an additional ten (10) minutes for relief and an additional fifteen (15) minute lunch break.

**ARTICLE 11  
PAY DAY**

Employees will be paid each Thursday beginning at 10:00 A.M. If one of the recognized holidays falls on Thursday, employees' pay-checks will be available at 2:30 P.M. on Wednesday. Second shift employees shall receive their pay checks between 10:00 P.M. and the end of the shift on Wednesday. The Union recognizes that there can be an occasional problem in having the checks prepared by the end of the shift on Wednesday, and will therefore not hold the Company responsible for such occasional misses. In the event the checks are not ready on Wednesday, the second shift will be paid on Thursday at 10:00 A.M. Employees who are working third shift (midnight) will be paid on Thursday morning by 8:00 A.M.

**ARTICLE 12**  
**SEPARATION OF EMPLOYMENT**

Upon discharge, the Company shall pay all wages due to the employee within forty-eight (48) hours from the date of discharge. Vacation pay will be paid to the employee on the pay day in the week following such discharge.

Upon quitting, the Company shall pay all money due to the employee, including vacation pay, on the pay day in the week following such quitting.

**ARTICLE 13**  
**PLANT VISITATIONS**

Union business agents or officials of the International Union shall have access to that portion of the Company's premises where employees in the bargaining unit are employed for the purpose of viewing working conditions and of determining if the provisions of this Agreement are being observed by both parties. Such Union representatives will make previous arrangements for their visits before entering the Company's premises. Such officials shall comply with plant safety rules.

It is understood and agreed that such visits by the Union officials shall not result in the interference with the work of any employee.

**ARTICLE 14**  
**JOB STEWARDS**

The Union may be represented by stewards who are



employed and designated from the seniority list with the understanding that not more than one (1) steward will be designated from each shift in each seniority department, except in Maintenance, which shall have two (2) stewards and alternates. The Union may, if it desires, designate an alternate employee to serve in the absence of the regularly designated steward. Such stewards so designated will confine their Union activity to the department to which they are assigned. The authority of stewards and alternates so designated by the Union shall be limited to the handling of grievances in accordance with the provisions of this Agreement.

The steward shall not absent himself from his job assignment or his place of work to handle grievances, to visit with others or to carry on any business related to the Union without permission of his supervisor. Reasonable request by the steward to leave his work station for the purpose of handling grievances shall be granted provided that such request do not result in unreasonable interference with the work of the steward or with any other employee.

It is expected that stewards shall handle grievances during non-work time unless the nature of the grievance is such that it is necessary to handle the same during working hours.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

## **ARTICLE 15 SUPERVISORY PERSONNEL**

It is agreed that non-unit employees will not perform work normally performed by bargaining unit employees. However, it is understood that this provision will not apply to Supervisors, Engineers and Technicians in case of training or instruction, safety, emergency situations and experimental work.

## **ARTICLE 16 SAFETY AND HEALTH**

### **Section 1.**

The Company will continue its interest in, and make reasonable provisions for, the safety and health of its employees during their hours of employment, including the maintenance of first aid facilities and emergency transportation to appropriate medical facilities. The obligation of the Company in this regard shall be to use ordinary care in making such provisions. The Union will cooperate to see that employees comply with such reasonable rules, regulations, and practices as may be prescribed for the purpose of providing safe, sanitary, and healthful working conditions. The Union may appoint up to three (3) employees of the bargaining unit to function with Company representatives on a safety committee. This committee shall meet monthly for the purpose of promoting safe practices and working conditions in the plant. It is agreed that it is the duty of all employees to observe such safety and health rules as may be in effect or hereinafter made effective in the plant and employees will be subject to disciplinary action including discharge for breach of safety and

health rules or for failure to use safety or protective devices where required by the Company to be used.

## **Section 2.**

Where conditions of work are such as to require special protective devices or equipment in order to protect employees from injury and the use of such devices or equipment is required by the Company, such devices and equipment will be supplied by the Company at its expense.

A. Those employees requiring prescription glasses will be furnished such glasses, provided the employee supplies the prescription.

B. Ear and eye protection will be replaced by the Company provided the employee presents the unsatisfactory pair, otherwise the employee will be required to purchase a new pair.

## **Section 3.**

In the event an employee is injured on the job and is sent home, to the hospital, or elsewhere for medical attention and is prevented by reason of such injury on the job, from completing his work on the day of the injury, such employee will nevertheless receive pay at his applicable hourly rate for the balance of his regular shift on that day.

## **Section 4.**

The Employer and the Union agree to cooperate with employees toward the prompt processing and settlement of Workmen's Compensation claims.

## **ARTICLE 17 DISABLED EMPLOYEES**

The Company will not discriminate against any employee or applicant for employment because of physical or mental disability or because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Company agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals, disabled veterans and Veterans of the Vietnam Era without discrimination based upon their physical or mental disability, or their veteran's status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, lay-off, termination, rates-of-pay or other forms of compensation, and selection for training, including apprenticeship.

It is agreed to and understood that there is no obligation on the part of the Company to establish special or light duty jobs for individual employees who have become physically disabled from their current jobs because of disability, but it is further agreed and understood that the Company and the Union may mutually agree to establish such individual jobs for individuals who may not fall under the Americans Disabilities Act (A.D.A.)

## **ARTICLE 18 VACATIONS**

### **Section 1.**

A. Employees on the anniversary date of their first year of continuous employment who are on the Company's

payroll at that time and who have worked a minimum of one thousand forty (1,040) hours during the preceding year shall be entitled to one (1) calendar week of vacation with pay computed at forty-two (42) times their normal straight time hourly base rate in effect at the time they take their vacation. Such calendar week of vacation must be taken prior to the end of the calendar year in which such employees complete their first year of continuous employment with the Company. If there is less than a full calendar week remaining in the calendar year after the completion of the first year of continuous employment, such employees will take their vacation in the last week of the calendar year.

B. Employees who have completed one year of continuous service and who are on the Company's active payroll as of January 1 in any calendar year and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year shall be entitled to a vacation of one (1) calendar week with pay computed at forty-two (42) times their normal straight time hourly base rate in effect at the time they take their vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

## **Section 2.**

A. Employees on the anniversary date of their third year of continuous employment who are on the Company's payroll at that time and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year shall be entitled to a second calendar week of vacation. Pay for such second calendar week of vacation will be computed at forty-two (42) times the employee's normal straight time hourly base

rate in effect at the time they take their vacation. Such second calendar week of vacation must be taken prior to the end of the calendar year in which such employees complete their third year of continuous employment with the Company. If there is less than a full calendar week remaining in the calendar year after the completion of the third year of continuous employment, such employees will take their second calendar week of vacation during the last week of the calendar year.

B. Employees who have completed three (3) years of continuous service and who are on the Company's active payroll as of January 1, in any calendar year and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year will be entitled to two (2) calendar weeks of vacation with pay computed at forty-two (42) times the employees' normal straight time hourly base rate in effect at the time they take their vacation for each calendar week of vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

### **Section 3.**

A. Employees on the anniversary date of their seventh year of continuous employment who are on the Company's payroll at that time and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year shall be entitled to a third calendar week of vacation with pay for such third calendar week of vacation to be computed at forty-two (42) times the employee's normal straight time hourly base rate in effect at the time they take their vacation. Such third calendar week of vacation must be taken prior to the end of the calendar year in which such

employees complete their seventh year of continuous employment with the Company. If there is less than a full calendar week remaining in the calendar year after the completion of the seventh year of continuous employment, such employees will take their third calendar week of vacation during the last week of the calendar year.

B. Employees who have completed seven (7) years of continuous service and who are on the Company's active payroll as of January 1, in any calendar year and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year will be entitled to three (3) calendar weeks of vacation with pay computed at forty-two (42) times the employees' normal straight time hourly base rate in effect at the time they take their vacation for each calendar week of vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

#### **Section 4.**

A. Employees who are on the payroll as of January 1 in any calendar year and who have completed three (3) years of continuous service as of that date and who have worked at least five hundred twenty (520) hours but less than one thousand forty (1,040) hours during the preceding calendar year will be eligible for one (1) calendar week of vacation with pay for such one (1) calendar week of vacation to be computed at forty-two (42) times their normal straight time hourly base rate in effect at the time they take their vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

B. Employees who have completed seven (7) years of continuous service and who are on the Company's active payroll as of January 1, in any calendar year and who have worked at least five hundred twenty (520) hours but not less than one thousand forty (1,040) hours during the preceding calendar year will be entitled to two (2) calendar weeks of vacation to be computed at forty-two (42) times the employees' normal straight time hourly base rate in effect at the time they take their vacation for such calendar week of vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

#### Section 5.

A. Employees on the anniversary date of their fifteenth year of continuous employment who are on the Company's payroll at that time and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year shall be entitled to a fourth calendar week of vacation. Pay for such fourth week of vacation will be computed at forty-two (42) times the employee's normal straight time hourly base rate in effect at the time they take their vacation. Such fourth calendar week of vacation must be taken prior to the end of the calendar year in which such employees complete their fifteenth year of continuous employment with the Company. If there is less than a full calendar week remaining in the calendar year after the completion of the fifteenth year of continuous employment, such employees will take their fourth calendar week of vacation during the last week of the calendar year.

B. Employees who have completed fifteen (15) years of continuous service and are on the Company's active



payroll as of January 1, in any calendar year and who have worked a minimum of one thousand forty (1,040) hours during the preceding calendar year will be entitled to four (4) calendar weeks of vacation with pay computed at forty-two (42) times the employees' normal straight time hourly base rate in effect at the time they take their vacation for each calendar week of vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

#### **Section 6.**

A. Employees on the anniversary date of their twenty-fifth year of continuous employment who are on the Company's payroll at that time and who worked a minimum of one thousand forty (1,040) hours during the preceding calendar year shall be entitled to a fifth calendar week of vacation. Pay for such fifth week of vacation will be computed at forty-two (42) times the employee's normal straight time hourly base rate in effect at the time they take their vacation. Such fifth calendar week of vacation must be taken prior to the end of the calendar year in which such employees complete their twenty-fifth year of continuous employment with the Company. If there is less than a full calendar week remaining in the calendar year after the completion of the twenty-fifth year of continuous employment, such employees will take their fifth calendar week of vacation during the last week of the calendar year.

B. Employees who have completed twenty-five (25) years of continuous service and are on the Company's active payroll as of January 1, in any calendar year and who have worked a minimum of one thousand forty

(1,040) hours during the preceding calendar year will be entitled to five (5) calendar weeks of vacation with pay computed at forty-two (42) times the employees' normal straight time hourly base rate in effect at the time they take their vacation for each calendar week of vacation. Such vacation must be taken subject to the provisions hereinafter during that calendar year.

#### **Section 7.**

In computing hours worked for vacation eligibility as provided hereinabove, employees will be considered to have worked hours during the calendar year for which they were paid though not worked, such as pay received for reporting pay, jury make-up pay, military make-up pay, funeral pay, vacation pay and holiday pay. In addition, employees will be considered to have worked eight (8) hours per day for forty (40) hours per week for vacation computation as above provided for any day or any week during the calendar year in which the employees were compensated for that day or that week under Workmen's Compensation or the Company's Short Term Disability Plan. However, employees who have been ill or absent from work during a complete calendar year will not be eligible for vacation benefits for that calendar year.

#### **Section 8.**

Vacations must be taken within a full calendar week. Employees who are eligible for two (2) or more weeks of vacation may split their vacations but not in periods of less than a full calendar week. For purposes of vacation as provided in this Article, a calendar week means from midnight Sunday to the following midnight Sunday.

### **Section 9.**

If a holiday occurs during the calendar week in which employees are taking their vacation and it falls on a calendar day during which employees would have been scheduled to work had they not been on vacation, then in that event such employees will have the choice of either receiving an extra day of vacation pay computed at eight (8) times their normal straight time hourly base rate in effect at the time they take their vacation, or will be entitled to take an additional day of vacation with pay. It is understood that the employees will make such choice and notify their appropriate Management Representative two (2) weeks prior to their vacation and if they choose to take an extra day of vacation, such day must be either their last scheduled workday prior to their vacation calendar week or the first scheduled workday following their scheduled calendar week of vacation.

### **Section 10.**

A. Vacations will be scheduled for the following calendar year in December of each year. For this reason all employees who will be entitled to vacation pay in the succeeding calendar year will notify their appropriate Management Representative by no later than December 1 as to their first, second, and third preferences for each week of vacation to which they will be entitled in the following calendar year. All employees entitled to vacation must take at least one (1) week of the vacation to which they are entitled. An employee entitled to more than one (1) week of vacation, if requested by the Company, may at his option elect to work the additional weeks of vacation and will be paid accordingly.

B. The Company will determine how many employees within a department, job classification or the plant it can permit to take vacation within a given week and will then give preference to employees seeking vacations in those weeks on the basis of plant seniority, within such department, however, if an employee moves to another department after vacation schedules have been completed, his vacation preference for that year will be given on the basis of what vacation time is available and must be selected at the time he moves into the new department.

C. An employee who has scheduled his vacation shall not be required to work overtime from his last regularly scheduled shift prior to the start of such vacation.

D. Employees who are eligible for vacation during the calendar year but who are laid off for lack of work prior to the taking of such vacation will receive their vacation pay on the pay day in the week following such layoff. Such vacation pay will be in lieu of vacation pay and vacation at the time the employees would normally have taken their vacation subsequently in the year.

E. Employees who are eligible for vacation during a calendar year but who are terminated during the calendar year prior to the time they are scheduled for vacation will receive their vacation pay due them at the time of their termination on the pay day in the calendar week following the date of their termination. Upon returning to work from leave or as a result of resolution of a grievance, an employee will be eligible, to take vacation time, without pay, for vacations that were paid out but

not taken. Employees must schedule this vacation time within 30 days of return to work.

F. Vacation checks will be paid in separate checks.

G. The following procedures will guide the application of the "one day at a time" vacation provision:

1. Employees with more than one (1) year of service and less than eight (8) years of service, may elect to reserve one week of vacation for day at a time vacations. Employees with eight (8) or more years of service may elect to reserve their final two (2) weeks of vacation for the future scheduling of one day vacation. Employees with fifteen (15) or more years of service may elect to reserve a third week of vacation for the future scheduling of one day vacation. Employees with twenty-five (25) or more years of service may elect to reserve a fourth week of vacation for the future scheduling of one day vacation.

2. An employee must request a daily vacation at least three (3) working days in advance of the day requested. A request made at any other time must be approved in advance by the appropriate management representative.

3. Daily vacation pay will be considered as eight (8) hours worked for overtime purposes and for seventh (7th) consecutive day premium payments.

4. Daily vacation days not used prior to December 15th will be paid the second pay day in December.

5. One day vacation pay will be included in the regular pay checks for the week in which the daily vacation was taken. The payment will be computed at 8.4 hours for each day at the applicable rate of pay. Daily vacation must be taken on a scheduled work day and this day has to be taken off. Daily vacation cannot be worked.

6. The Company is not obligated to allow a one day vacation if all vacation slots are filled for that day unless approved in advance by appropriate Management Representative.

## ARTICLE 19 HOLIDAYS

### Section 1.

A. Double time and a half (2 1/2) shall be paid for all work performed on the following holidays:

New Year's Eve Day	24 Hours
New Year's Day	24 Hours
Presidential Day (3rd Monday in February)	24 Hours
Good Friday	24 Hours
Memorial Day (last Monday in May)	24 Hours
Fourth of July	24 Hours
Labor Day	24 Hours
Thanksgiving Day	24 Hours
Friday after Thanksgiving	24 Hours
December 24th	24 Hours
Christmas Day	24 Hours

B. In the case of each of the designated Holidays, the

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increased rate will be paid beginning midnight and continuing for the next twenty-four (24) hour period.

**Section 2.**

Employees who are regularly scheduled to work on a holiday, but do not work because the Company curtails operations in observance of the holiday, will be granted eight (8) hours of pay at their basic hourly rate.

In order to qualify for eight (8) hours of Holiday pay, an employee must work both his last regular schedule workday prior to the Holiday and his first regularly scheduled workday after the Holiday. He will, however, be entitled to receive the eight (8) hours pay if on only one of such days his absence was due to:

1. Injury or illness supported by a written statement from his Doctor.

If an employee's absence is due to any of the below listed causes he will be entitled to receive the eight (8) hours of Holiday pay if he worked his last regular scheduled workday prior to and his first regular scheduled workday after the occurrence of the absence.

1. Jury Duty
2. Death in the employee's immediate family
3. Elected Union Officials attending established Union Meetings

Employees out under Workmen's Compensation Insurance will be eligible to receive eight (8) hours Holiday

pay on any of the above listed Holidays, if the Holiday occurs after the employee goes out on Compensation Insurance. Maximum twenty-six (26) weeks while the employee is drawing Workmen's Compensation.

### **Section 3.**

If a holiday occurs during an employee's vacation time and the employee is scheduled to work on the holiday, he shall receive an additional day of vacation with pay or an additional day of vacation pay.

### **Section 4.**

All full time employees who have completed their probationary period and who would not normally be scheduled to work and who do not work during the following holidays shall be paid eight (8) hours of pay at their basic hourly rate.

- New Year's Eve Day
- New Year's Day
- Presidential Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- Christmas Day

This Section is subject to the following provisions:

In order to qualify for eight (8) hours of Holiday pay, an employee must work both his last regular scheduled



workday prior to the Holiday and his first regular scheduled workday after the Holiday. He will however, be entitled to receive the eight (8) hours pay if on only one of such days his absence was due to:

1. Injury or illness supported by a written statement from his Doctor.

A. If an employee's absence is due to any of the below listed causes he will be entitled to receive the eight (8) hours of Holiday pay if he worked his last regular scheduled workday prior to and his first regular scheduled workday after the occurrence of the absence.

1. Jury Duty
2. Death in the employee's immediate family
3. Elected Union Officials attending established Union Meetings

Employees out under Workmen's Compensation Insurance will be eligible to receive eight (8) hours Holiday pay on any of the above listed Holidays, if the Holiday occurs after the employee goes out on Compensation Insurance. Maximum twenty-six (26) weeks while the employee is drawing Workmen's Compensation.

B. No payment will be made for holidays not worked to employees on leave of absence for any reason or on furlough (except as outlined above). Employees on furlough due to temporary curtailment will be eligible for eight (8) hours of unworked holiday pay.

C. Employees who accept work assignments for holiday work and fail to report for work shall not be entitled to holiday pay.

D. If a holiday falls during an employee's vacation and he was not scheduled to work on the holiday, he will be granted an extra day's pay calculated at eight (8) times his basic hourly rate but not an additional day of vacation.

#### **Section 5.**

Holiday hours paid for but not worked shall be considered as hours worked in the calculation of overtime when the holiday falls on an employee's regular scheduled workday. Holiday hours paid for but not worked shall not be used in the calculation of overtime pay if the employee was not scheduled to work on that day.

#### **Section 6.**

In the event that a holiday falls on a Sunday, it shall be observed on the following Monday and holiday pay provisions for working on a holiday or for holiday pay, as such, will be limited to the twenty-four (24) hour period from midnight to midnight on Monday.

#### **Section 7.**

No payment shall be made to any employee who is scheduled to work on a holiday but fails to do so.

### **ARTICLE 20 FUNERAL LEAVE**

In the event of the death of the wife, husband, child, stepchild, sister, brother, stepsister, stepbrother, mother,

father, mother-in-law, father-in-law, stepmother, stepfather, grandparent, grandchild, or legal guardian of an employee who has completed his probationary period, such employee will be allowed the necessary time off to attend the funeral and will receive pay for time lost from work to be computed at eight (8) times his straight time hourly rate on the day before, the day of, and the day after the funeral. In the event of the death of a spouse, the employee will be allowed two additional days without pay immediately preceding or following the above defined three day period. Funeral pay will not be payable in the event the day of, the day before, or the day after the funeral does not fall on the day the employee is regularly scheduled to work, including days which the employee is on leave of absence or furlough. For each day of funeral pay, eight (8) hours will be credited as time worked for the purpose of computing the first forty (40) hours in a given pay period.

## **ARTICLE 21 JURY MAKEUP PAY**

Any employee who is required to serve as a juror in any court during any portion of a calendar day on which he is scheduled to work (a calendar day as used herein is a twenty-four (24) hour period beginning at midnight and continuing for twenty-four (24) consecutive hours) will receive the difference between his regular base rate of pay and the money receive for his jury service. For each day of jury duty, eight (8) hours will be credited as time worked for the purpose of computing the first forty (40) hours in a given pay period. In order to be eligible for jury pay the employee must meet the following conditions:

1. He must notify the Company as promptly as possible upon receipt of his summons for jury duty.
2. He will request postponement of jury service or change in date, if required to do so by the Company.
3. The employee will present evidence of the amount received as jury pay from the court to the Company for the purpose of computing the amount due him under this paragraph.

Employees scheduled to report for jury duty during the twenty-four (24) hour calendar day as above defined will not be required to work during that day.

## **ARTICLE 22 MILITARY CLAUSE**

### **Section 1.**

A regular employee who is absent from a position of employment by reason of service in the uniformed services shall be entitled to the reemployment rights and benefits and other employment benefits upon the termination of such service in accordance with the laws of the United States and the State of South Carolina in effect at the time of such reemployment.

### **Section 2.**

Requests for leave of absence to perform active duty, emergency duty or for training on active or inactive status will be handled in accordance with appropriate State and/or Federal statutes.

### **Section 3.**

An employee on leave of absence for training in the military Reserve or National Guard, who has completed

one (1) year of service with the Company, will be reimbursed the difference between his basic service earnings and his base hourly rate of pay up to eight (8) hours a day for days such employee would have worked had he not been performing such military Reserve or National Guard service up to, but not exceeding a period of thirty (30) consecutive days per year. Employees with less than one (1) year's service will be granted leave as required by appropriate statute, but without pay.

The Company will continue the Health Care and Life Insurance program plan, for employees on leave for annual active military training.

## **ARTICLE 23 WAGE AND JOB EVALUATION**

### **Section 1.**

The Company will maintain clear and specific job descriptions for all jobs in the bargaining unit consistent with the terms of this Agreement. The Union will be notified of any changes in job descriptions. It is understood that necessary work consistent with the nature of the job will be performed by an employee, even though not specifically listed in the job description.

Job descriptions will be kept on file in the Industrial Relations Supervisor's office and in the Union Business Agent's office. A copy of the job description will be made available for review upon request of an employee.

### **Section 2.**

Job titles and the wage rate groups to which such job

titles are assigned for employees covered by the Agreement are listed in Schedule A which is attached hereto and made a part hereof, and it is agreed that the Company shall pay the rates as provided for such wage groups to the jobs assigned to such groups for the duration of this Agreement.

### **Section 3.**

A. If during the life of this Agreement, a new job is created or substantial and material changes are made in an existing job so as to materially change the job, the Company through the processes of its established job evaluation system shall assign such newly created or substantially changed job to its proper rate group.

B. When the appropriate rate group for such newly created or materially changed job has been determined by the Company, such job will be assigned the rate so determined and the Union will be notified. If the Union has questions concerning the rate group assignment of such new or changed job, it may so indicate to the Company within thirty (30) days of the date the Union is notified by the Company as to the rate group placement and the Company will meet with the Union, discuss the rate group placement of such job and, in addition, will make available to the Union for its study and inspection, but not for the purpose of removal from the Company's premises, all of the Company's job evaluation materials relating to the study of such job. If after such discussion and examination of the Company's job evaluation material the Union is still dissatisfied with the rate group placement of such job, the Union may regard the matter as a grievance in accordance with Article 6 hereof. Such grievance will be initially processed at Step 3 of

the grievance procedure and any change made in the rate group assignment will be made retroactive to the date of the grievance. Any grievance relating to the placement of a newly created or substantially changed job to a specific rate group must be filed no later than sixty (60) days from the date the Union is notified by the Company as to the rate group placement of such job.

C. In exchange for access to all of the Company's job evaluation studies and material, it is understood that there will be no job evaluation studies made at any time by persons other than the Company's job study engineers.

D. The Union will have the right to make their own production rate studies of all rated jobs in the bargaining unit at Step 4 in the Grievance procedure.

## **ARTICLE 24 PLANT RULES**

The Company shall have the right to adopt reasonable plant rules and shall have the right to impose discipline for violation of such rules. Prior to the adoption of new or changed rules, the Company will review such changes with the Union. It is expressly understood that at all times employees will observe the rules of the Company and will observe the direction of its appropriate management representative. If an employee feels aggrieved as a result of the rules or direction of an appropriate management representative, he will observe the rule or direction and express his grievance through the grievance procedure provided in this Agreement. All Plant rules and policies will be posted in work area.

**ARTICLE 25**  
**BULLETIN BOARD**

Union notices stating the time and place of Union meetings, Union elections, results of Union elections and appointments, Union social affairs, and Union dues may be posted upon a centrally located bulletin board provided for this purpose by the Company. No notice shall contain political or controversial matter or any matter reflecting upon the Company, the Union, or any of the employees. Such notices will be promptly posted by the Human Resources Department of the Company upon the Union's request provided that such notices conform to the above terms.

**ARTICLE 26**  
**NO STRIKES AND NO LOCKOUTS**

The Union agrees that neither the Union nor any of its officers, agents, or representatives will call, authorize, ratify, or condone any strike, slowdown, picketing, stoppage of work, or other interference with work or the operation and conduct of the Company's business during the term of this Agreement.

The Company agrees that there will be no lockout during the term of this Agreement.

The Union agrees that in event of any strike, slowdown, picketing, stoppage of work, or other interference with work by its members during the term of this Agreement, the Union and its representatives shall exercise their best efforts to dissuade all such unauthorized conduct, breaches, and defaults of this Agreement and to per-



sua de the employees responsible therefore to cease and desist therefrom and return to work. The Union agrees that any employee who participates in any such unauthorized strike, slowdown, picketing, stoppage of work or other interference with work shall be subject to discipline or discharge by the Employer. It is agreed and understood if such matters go to arbitration and the Arbitrator finds that the employee did participate, then he shall not have any authority to change, alter, modify, or amend in any way the discipline or discharge meted out by the Company.

As part of the Union's obligation under this Article, the Union will, upon request, notify, in writing, or by wire, any employees engaging in an unauthorized strike, slowdown, picketing, stoppage of work or other interference with work that their conduct is in violation of this Agreement and shall at the same time forward a copy of such notice to the Company.

The Company agrees that if the Union carries out its responsibilities under this Article, it shall not be liable in damages to the Company and the Company waives any claim for damages it may have or suffer in the future as a result of any strike, slowdown, picketing, stoppage of work, or other interference with work which is not authorized, ratified, or condoned by the Union; and provided the Union fulfills its responsibilities as hereinbefore provided.

## **ARTICLE 27 MANAGEMENT RIGHTS**

### **Section 1.**

The Management of the plant and the direction of the working force, including all those rights heretofore exercised by the Company, are retained as part of its inherent rights of management, except as otherwise expressly and specifically abridged, limited or restricted by a specific provision of this Agreement.

Such rights of management including, but not limited to, the right of the Company to hire, suspend, transfer, promote, discharge or discipline for cause, and to maintain discipline and efficiency of its employees; to relieve or terminate employees for lack of work or other causes other than for membership or non-membership in the Union; to add to or reduce the number of shifts, the work schedule and the number of hours to be worked and number of employees it shall employ at any time; to plan, direct, control, increase, decrease operations in whole or in part, to increase or change productive equipment; to determine the type of products to be manufactured, the location of plants and transfer of or any part of the Company's operation; to subcontract work but not for the purpose of discriminatorily destroying the bargaining unit; to change machinery, methods, facilities, areas of production and types of products to be manufactured in the plant; to introduce new methods, techniques and/or machines; to determine the reduction, combination, transfer, assignment or elimination of any job, department or operation, and the qualifications or capabilities necessary to do any of the jobs it shall have or may create in the future; to

determine the policies affecting the selection and/or training of new employees and to select and assign duties to supervisory and other categories of employees excluded from this Agreement. The failure of the Company to exercise any function, power, or right in a particular manner shall not be deemed a waiver of the right of the Company to exercise such power, function, authority or right or to preclude the Company from exercising the same in some other manner so long as it does not conflict with any express provision of this Agreement. Any and all rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application beyond the term of this Agreement or any renewal thereof or in any plant or plants in which the Company may be interested at any location other than the location of the plant at Aiken, South Carolina.

## **Section 2.**

It is agreed that the reserve management rights set forth in this Agreement and particularly in the foregoing Section shall not be subject to arbitration or impairment by an arbitration award under Article 6, or under any other provision of this Agreement except as may be hereinafter set forth in this Section.

It is agreed that timely grievances brought and handled in accordance with the grievance procedure concerning the discharge or discipline of an employee who has completed his probationary period may be subject to arbitration within the limitations hereinafter provided in this Article.

It is further agreed that a dispute involving the capabili-

ties of an employee for a job for which he has bid under Article 5 may be subject to arbitration to the extent of and within the limitations provided in Article 6 hereof.

It is further agreed that timely grievances alleging the layoff, transfer or recall of any employee contrary to the express provisions of Article 5 of this Agreement (other than transfers or separations arising as a result of the Company's moving, closing, selling, consolidating, or liquidating a plant or plants in whole or in part, or the changing or discontinuing of a product or products and as a consequence, the composition of the work force) may be subject to arbitration.

It is further agreed that grievances involving questions as to whether employees are entitled to holiday or vacation pay, or whether an employee is receiving his rate of pay as provided in the contract, and whether employees are receiving the job benefits provided by this Agreement may be subject to arbitration.

## **ARTICLE 28 NO DISCRIMINATION CLAUSE**

### **Section 1.**

The Company and the Union agree that there will be no discrimination by the Company or the Union in the terms or conditions of employment of any employee because of that employee's race, creed, color, sex, religion, national origin, or age.

### **Section 2.**

Employees will be equally free to join or not to join the Union, or to support or not support Union activities.

## **ARTICLE 29 ADDRESS CHANGE**

It shall be the responsibility of each employee to keep the Company informed concerning any change in his telephone number or address. Notices required by the Company to be given to an employee will be given at the last address and telephone number furnished by the employee and failure of the employee to receive notification either by mail or by telephone by reason of a change in his address or telephone number shall be the sole responsibility of the employee. Forms for changing address and telephone number are providing in the Human Resources Office.

## **ARTICLE 30 HEALTH CARE PLAN**

The PPO Health Care Plan and Disability Plan (as defined under Owens Corning/Advanced Glassfiber Yarns transition services agreement), will remain in full force and effect through December 31, 1999. Beginning January 1, 2000, it is agreed by the Company and the Union that the terms of the Advanced Glassfiber Yarns Health Care and Disability Plans shall become effective. Employees will become/remain eligible for coverage under these plans, in accordance with the plan eligibility rules. (New employees will become eligible for coverage after they have completed their probationary period.) The Company retains the right to make changes in these plans, including changes necessary to protect its tax-favored status and for administrative purposes.

## **ARTICLE 31 PENSION PLAN**

The Pension Plan and retiree Health Care Plan (as defined under Owens Corning/Advanced Glassfiber Yarns transition services agreement), shall remain in full force and effect through December 31, 1999. Beginning January 1, 2000, it is agreed by the Company and the union that the terms of the Advanced Glassfiber Yarns Retirement Plan will become effective. However, the Company reserves the right to make changes to these plans, including changes necessary to protect their tax-favored status and for administrative purposes. The company retirement plan monthly defined contribution levels will be suspended for the period October 2002 - September 2003.

The Company retirement plan monthly defined contribution levels will be \$70 for rate groups 3 through 10, \$84 for rate groups 11 through 13, and \$91 for rate groups 13A through 14A for the period October 2003 - September 2005.

The company retirement plan monthly defined contribution levels will be \$60 for rate groups 3 through 10, \$72 for rate groups 11 through 13, and \$78 for rate groups 13A through 14A for the period October 2005 - May 1, 2006.

Employees who have retired under the permanent and total disability provision of the Corporate Pension Plan and who fully recover from the cause of their disability may be reinstated to the job which their bargaining unit seniority they had at the time of the disability retirement

entitles them. Upon reinstatement such employee shall have his seniority since his last date of hire including time spent on disability retirement credited as Company service for purposes of applicable fringe type benefits defined in this agreement such as vacations, credited time, pensions, provided however, that nothing in this provision allows the same period of service for benefits accrual purposes under both plans.

Employees who have worked 1040 hours in the year in which they retire, under a normal retirement, will receive at the time of retirement the vacation pay they would have been entitled to in the following year (as outline under Article 18.)

Employees retiring effective December 31, will receive earned credited service pay as outline in Article 34.

## **ARTICLE 32 CHECKOFF**

The Company agrees that it will deduct initiation fees and membership dues from the wages of employees who have completed their probationary period and who are covered by the Agreement on the second Thursday in each month provided that the Company receives a written authority to make such deductions. Such deductions will be made in the amounts certified to the Company by the Union in writing. In case a member does not have pay or has insufficient pay to cover the authorized deductions in the pay period in which deductions are made, no deductions will be made; however, upon prompt written notice from the Union identifying such members who are delinquent and provided such

members have sufficient pay due them, the Company will deduct the amount in arrears from a subsequent paycheck. The written assignment and authorization provided herein must comply with all state and federal laws. The Company will promptly remit monthly to the Union the amount of monies so deducted. The Union will indemnify the Company against any and all claims made against it by reason of compliance with this Article.

It is understood that this provision in no way renders the Company responsible for deductions from employees who have terminated employment.

A Union representative will meet with new employees during orientation for Union presentation.

### **ARTICLE 33 SEPARABILITY AND SAVINGS**

If any provision of this Contract is held to be inconsistent with state, federal, or other applicable laws, such findings shall not affect the other provision of this Agreement, which shall remain in full force and effect.

### **ARTICLE 34 CREDITED SERVICE PAY**

This provision does not apply to anyone hired on or after January 1, 2001.

#### **Section 1.**

Employees on the payroll on January 1 who have worked one thousand forty (1,040) hours in the preced-



ing calendar year and have completed ten (10) or more years of continuous service shall be entitled to three (3) additional days of pay (24 hours).

**Section 2.**

Employees on the payroll on January 1 who have worked one thousand forty (1,040) hours in the preceding calendar year and have completed fifteen (15) or more years of continuous service shall be entitled to four (4) additional days of pay (32 hours).

**Section 3.**

A. Employees on their anniversary date who have worked one thousand forty (1,040) hours in the preceding calendar year and have completed ten (10) or more years of continuous service shall be entitled to three (3) additional days of pay (24 hours) on their anniversary date that year.

B. Employees on their anniversary date who worked one thousand forty (1,040) hours in the preceding calendar year and have completed fifteen (15) or more years of continuous service shall be entitled to four (4) additional days of pay (32 hours) on their anniversary date that year.

C. Employees on the payroll on January 1 who have worked one thousand forty (1,040) hours in the preceding calendar year and have completed twenty (20) or more years of continuous service shall be entitled to five (5) additional days of pay (40 hours).

D. Employees on their anniversary date who worked one thousand forty (1,040) hours in the preceding

calendar year and have completed twenty (20) or more years of continuous service shall be entitled to five (5) additional days of pay (40 hours) on their anniversary date that year.

#### **Section 4.**

The rate of pay for these additional days shall be determined by the base hourly rate. Payment of these days will be made in the pay period closest to February 1 and August 1 of each year. Payment for additional days earned during the year will be paid the second week of December.

#### **Section 5.**

Time off because of sickness or accident compensated under Workmen's Compensation or the group insurance plan shall be counted as hours worked at the rate of eight hours per day for forty hours per week for this eligibility requirement. However, employees who have been absent from work during the preceding complete calendar year will not be eligible for credited service pay.

### **ARTICLE 35 PROTECTIVE CLOTHING**

In the area of protection clothing the company agrees it will follow present practices making sure adequate supplies are available. In addition, the company agrees to the following:

Maintenance employees will be supplied three (3) pair of coveralls except employees in Alloy. Worn out or damaged coveralls may be exchanged for a new pair.

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## **ARTICLE 36 SUBCONTRACTORS**

It is the intent of the Company to maintain as uniform a maintenance work force as possible. However, the Company's operating requirements may necessitate the use of outside contractors. On a quarterly basis, the Plant Engineer or his designated Representative will review the use of outside contractors with the Business Agent or his designated Representative at the Business Agent's request.

During periods of furlough or cutback the Company will make reasonable effort, with proper consideration to business and operating requirements, to utilize cutback or furloughed craft employees rather than outside contractors.

## **ARTICLE 37 COST OF LIVING**

A. The Index used to compute cost of living adjustments in the official B.L.S. Revised C.P.I. for Urban Wage Earners and Clerical Workers.

B. The formula used to compute cost of living adjustments in a one (1.0) cent increase for each .5 point rise in the published index after the index rises seven (7) percent in each agreement year as defined below.

C. In the first year of the Agreement if the cost of living increases more than seven (7) percent over the published index in effect on May 4, 1999. (The index is 480.9) The Company will pay one (1.0) cent for each 0.5

point rise after the index goes up seven (7) percent. The Company will review at the beginning of the quarter after the published index rises seven (7) percent. The necessary adjustments will be made effective on the Monday nearest August 2, November 1, February 7, or May 1.

D. In the second year of the Agreement if the cost of living goes up more than seven (7) percent over the B.L.S. index published and in effect on May 1, 2000, the Company will pay one (1.0) cent for each 0.5 point rise over the seven (7) percent index point the Company will review at the beginning of the quarter after the published index goes up seven (7) percent. The necessary adjustments will be made effective on the Monday nearest August 7, November 6, February 5, or May 7.

E. In the third year of the Agreement if the cost of living goes up more than seven (7) percent over the B.L.S. index published and in effect on May 7, 2001, the Company will pay one (1.0) cent for each 0.5 point rise over the seven (7) percent index point the Company will review at the beginning of the quarter after the published index goes up seven (7) percent. The necessary adjustments will be made effective on the Monday nearest August 6, November 5, February 4, or May 6.

#### **ARTICLE 38**

#### **401(k) AND PROFIT SHARING PLANS**

The Savings and Security Plan (as defined under Owens Corning/Advanced Glassfiber Yarns transition services agreement), shall remain in full force and effect, as amended, through December 31, 1999. Beginning January 1, 2000, it is agreed by the Company

and the Union that the 401(k) and Profit Sharing Plans presented during collective bargaining will become effective and continue for the duration of the Agreement, unless modified mutually by the parties. However, the Company reserves the right to make changes to these plans to protect their tax-favored status and for administrative purposes. Under the 401(k) Plan:

A. The Company shall deduct up to fifteen (15%) percent of an employees' base earnings toward the Savings Plan. The Company shall match the employee contribution at a thirty-five (35%) percent level up to a maximum of ten (10%) percent of the employee's contributions.

Under the Profit Sharing Plan:

B. The Company shall make profit sharing contributions for all eligible employees, of zero (0%) percent to four (4%) of the employee's base earnings, based on the agreed elements of performance measurements for the Aiken Plant. Monitoring of the program will begin on January 1, 2000. Awards will be paid into an employee's 401(k) selections; if an employee does not voluntarily participate in the 401(k) plan, payments will be made into an interest earning account.

## **ARTICLE 39 TERMINATION**

THIS AGREEMENT shall continue in full force and effect until Midnight, May 1, 2006, and for one (1) year terms thereafter, unless written notice of termination shall be mailed by either party to the other at least sixty (60) days prior to the end of the then current term. Such notice shall be sent by certified mail.

**ARTICLE 40**  
**TRANSFER OR COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

**ARTICLE 41**  
**GOAL SHARING**

A portion of total compensation will be attributed to a goal sharing program. This program will be based upon performance targets established annually by the company. The measures and targets will be communicated by the company by February 15 of each year.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals as of the day and year above written.

**ADVANCED GLASSFIBER YARNS**

By: Susan Hartless

By: Jerry G. Hawkins

By: Mike Rauco

By: Steve Truesdell

**TEAMSTERS LOCAL UNION NO. 86**

By: Linda Beattie

By: Debbie Kenny

By: Mike Beattie

By: Joey Spradley

By: Billy Taylor

By: Sylvia Simpkins

## APPENDIX A

### BEGINNING AND EXIT JOBS

	<b>Beginning Jobs</b>	<b>Exit Jobs</b>
Forming	FHB	WIO
Fabrication	ABE CLR EFO ABM RSM FCL	FSR FOH FEH
Special Fabrication	CRF CLR SHN	SFU
Maintenance		HMU
Warehouse and Shipping	SEO	

### Appendix B

	<b>Dept.</b>	<b>Job Title</b>	<b>Training Period</b>		<b>Dept.</b>	<b>Job Title</b>	<b>Training Period</b>
	110	FHB	60 working days		132	ABE	60 working days
	110	WIO	60 working days		132	CLR	60 working days
	110	FPO	120 working days		132	LDJ	60 working days
	110	BAO	120 working days		132	FCL	60 working days
	110	PSU	120 working days		132	ABM	60 working days
	110	CPS	120 working days		132	EFO	60 working days
	110	BSF	180 working days		132	FOH	60 working days
	110	TSY	180 working days		132	RSM	60 working days
	110	MPT	240 working days		132	FEH	60 working days
					132	FSR	60 working days
	137	CLR	60 working days		132	TRA	60 working days
	137	SHN	60 working days		132	PAN	60 working days
	137	CRF	60 working days		132	FPA	60 working days
	137	SFU	60 working days		132	TSS	180 working days
	137	WOP	60 working days				
	137	TRA	60 working days				
	137	TSZ	180 working days				
	137	IMX	60 working days				



<b>Dept.</b>	<b>Job Title</b>	<b>Training Period</b>
495	WAC	60 working days
495	IPK	60 working days
495	TVO	60 working days
495	SEO	60 working days
495	ICA	60 working days
495	WAA	60 working days
440	PQT	60 working days
440	GEG	60 working days
440	RSA	60 working days
440	STK	60 working days

**Appendix B**

<b>Dept.</b>	<b>Job Title</b>	<b>Training Period</b>
480	MMM	90 working days
480	CPX	90 working days
480	ELE	90 working days
480	CPZ	90 working days
480	UEP	90 working days
480	CRY	90 working days
480	CDO	90 working days
480	AML	90 working days
480	AMM	90 working days
480	LRC	90 working days
480	MTC	90 working days
480	HMU	90 working days
480	TWR	90 working days
481	MM3	Apprentice Program
481	MM2	Apprentice Program
481	ELR	Apprentice Program
481	EL3	Apprentice Program
481	EL2	Apprentice Program
481	UTT	Apprentice Program
481	UE3	Apprentice Program
481	UE2	Apprentice Program

**Aiken - Base Hourly Rate of Pay**

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Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
	B	Q	B	Q	B	Q	B	Q
3	\$12.06	\$12.34	\$12.42	\$12.71	\$12.79	\$13.09	\$13.17	\$13.48
4	\$12.36	\$12.63	\$12.73	\$13.01	\$13.11	\$13.40	\$13.50	\$13.80
5	\$12.64	\$12.83	\$13.02	\$13.21	\$13.41	\$13.60	\$13.81	\$14.01
6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
9	\$14.37	\$14.69	\$14.80	\$15.13	\$15.24	\$15.58	\$15.70	\$16.05
10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
11	\$15.68	\$16.15	\$16.15	\$16.63	\$16.63	\$17.13	\$17.13	\$17.64
12	\$16.90	\$17.43	\$17.41	\$17.95	\$17.93	\$18.49	\$18.47	\$19.04
12A	\$17.59	\$18.14	\$18.12	\$18.68	\$18.66	\$19.24	\$19.22	\$19.82
13	\$17.73	\$18.22	\$18.26	\$18.77	\$18.81	\$19.33	\$19.37	\$19.91
13A	\$18.39	\$18.88	\$18.94	\$19.45	\$19.51	\$20.03	\$20.10	\$20.63
14	\$19.04	\$19.53	\$19.61	\$20.12	\$20.20	\$20.72	\$20.81	\$21.34
14A	\$19.72	\$20.22	\$20.31	\$20.83	\$20.92	\$21.45	\$21.55	\$22.09

## Forming Department

Job Title	Job Code	Rate Group	5/5/02		5/5/03		5/3/04		5/2/05	
			B	Q	B	Q	B	Q	B	Q
Forming Cleaner	FHB	4	\$12.36	\$12.63	\$12.73	\$13.01	\$13.11	\$13.40	\$13.50	\$13.80
Winder Operator	WIO	9	\$14.37	\$14.69	\$14.80	\$15.13	\$15.24	\$15.58	\$15.70	\$16.05
Forming Process Operator	FPO	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
Process Support Person	PSU	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
Chemical Process Specialist	CPS	11	\$15.68	\$16.15	\$16.15	\$16.63	\$16.63	\$17.13	\$17.13	\$17.64
Batch Operator	BAO	11	\$15.68	\$16.15	\$16.15	\$16.63	\$16.63	\$17.13	\$17.13	\$17.64
Bushing Specialist	BSF	11	\$15.63	\$16.15	\$16.15	\$16.63	\$16.63	\$17.13	\$17.13	\$17.64
Training Specialist	TSY	11	\$15.68	\$16.15	\$16.15	\$16.63	\$16.63	\$17.13	\$17.13	\$17.64
Melting Process Technician	MPT	13	\$17.73	\$18.22	\$18.26	\$18.77	\$18.81	\$19.33	\$19.37	\$19.91

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## Fabrication Department

Job Title	Job Code	Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
			B	Q	B	Q	B	Q	B	Q
Fab Service Person	ABE		\$10.08	\$10.08	\$10.38	\$10.38	\$10.69	\$10.69	\$11.01	\$11.01
Cleaner	CLR	3	\$12.06	\$12.34	\$12.42	\$12.71	\$12.79	\$13.09	\$13.17	\$13.48
Light Duty Job	LDJ	3	\$12.06	\$12.34	\$12.42	\$12.71	\$12.79	\$13.09	\$13.17	\$13.48
Frame Cleaner	FCL	3	\$12.06	\$12.34	\$12.42	\$12.71	\$12.79	\$13.09	\$13.17	\$13.48
105 Fab Service Person	ABM	4	\$12.36	\$12.63	\$12.73	\$13.01	\$13.11	\$13.40	\$13.50	\$13.80
End Finder	EFO	5	\$12.64	\$12.83	\$13.02	\$13.21	\$13.41	\$13.60	\$13.81	\$14.01
Fabrication Offware Handler	FOH	5	\$12.64	\$12.83	\$13.02	\$13.21	\$13.41	\$13.60	\$13.81	\$14.01
Stock Router	RSM	6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
Inspector/Packer	FEH	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Frame Servicer	FSR	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Production Analyst	PAN	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Fabrication Process Auditor	FPA	8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
Training Instructor	TRA	8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
Training Specialist	TSS	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08

## Special Fabrication Department

Job Title	Job Code	Rate Group	5/3/02		5/5/03		5/3/04		5/2/05	
			B	Q	B	Q	B	Q	B	Q
<i>Cleaner</i>	CLR	3	\$12.06	\$12.34	\$12.42	\$12.71	\$12.79	\$13.09	\$13.17	\$13.48
<i>Specialty Stock Handler</i>	SHN	6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
<i>Creeler Fabricator</i>	CRF	6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
<i>Specialty Utility Person</i>	SFU	8	\$14.06	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
<i>Beamer Operator</i>	WOP	8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
<i>Training Instructor</i>	TRA	8	\$14.03	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
<i>Training Specialist</i>	TSZ	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
<i>Impreg &amp; Coating Wax</i>	IMX	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08

## Maintenance Department

Job Title	Job Code	Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
			B	Q	B	Q	B	Q	B	Q
Mechanic 1C	MMM	12A	\$17.59	\$18.14	\$18.12	\$18.68	\$18.66	\$19.24	\$19.22	\$19.82
Chief Mechanic	CPX	14A	\$19.72	\$20.22	\$20.31	\$20.83	\$20.92	\$21.45	\$21.55	\$22.09
Electrician 1C	ELE	12A	\$17.59	\$18.14	\$18.12	\$18.68	\$18.66	\$19.24	\$19.22	\$19.82
Chief Electrician	CPZ	14A	\$19.72	\$20.22	\$20.31	\$20.83	\$20.92	\$21.45	\$21.55	\$22.09
Utility	UEP	12A	\$17.59	\$18.14	\$18.12	\$18.68	\$18.66	\$19.24	\$19.22	\$19.82
Chief Utility	CRY	14A	\$19.72	\$20.22	\$20.31	\$20.83	\$20.92	\$21.45	\$21.55	\$22.09
Chief Disposal Plant Operator	CDO	12A	\$17.59	\$18.14	\$18.12	\$18.68	\$18.66	\$19.24	\$19.22	\$19.82
Alloy Craft Person 1C	AML	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
Chief Alloy Craft Person	AMM	12	\$16.90	\$17.43	\$17.41	\$17.95	\$17.93	\$18.49	\$18.47	\$19.04
Light Repairer/Changer	LRC	9	\$14.37	\$14.69	\$14.80	\$15.13	\$15.24	\$15.58	\$15.70	\$16.05
Maintenance Clerk	MTC	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Handy Person - Utilities	HMU	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Truck Wheel Repairer	TWR	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07

## Maintenance (Apprentice Program)

Job Title	Job Code	Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
			B	Q	B	Q	B	Q	B	Q
Mechanic Trainee	MTR	6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
Mechanic 3C	MM3	8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
Mechanic 2C	MM2	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
Electrician Trainee	ELR	6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
Electrician 3C	EL3	8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
Electrician 2C	EL2	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08
Utility Trainee	UTT	6	\$13.05	\$13.37	\$13.44	\$13.77	\$13.84	\$14.18	\$14.26	\$14.61
Utility 3C	UE3	8	\$14.08	\$14.37	\$14.50	\$14.80	\$14.94	\$15.24	\$15.39	\$15.70
Utility 2C	UE2	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08

## Warehouse & Shipping

Job Title	Job Code	Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
			B	Q	B	Q	B	Q	B	Q
Warehouse Clerk	WAC	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Inspector/Packer	IPK	7	\$13.43	\$13.79	\$13.83	\$14.20	\$14.25	\$14.63	\$14.68	\$15.07
Service Equipment Operator	SEO	9	\$14.37	\$14.69	\$14.80	\$15.13	\$15.24	\$15.58	\$15.70	\$16.05
Inventory Control Analyst	ICA	9	\$14.37	\$14.69	\$14.80	\$15.13	\$15.24	\$15.58	\$15.70	\$16.05
Chief Warehouse Person	WAA	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08



## Quality

Job Title	Job Code	Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
			B	C	B	Q	B	Q	B	Q
Process & Quality Technician	PQT	11	\$15.68	\$16.15	\$16.15	\$16.63	\$16.63	\$17.13	\$17.13	\$17.64
Laboratory Testing Technician	GEG	12	\$16.90	\$17.43	\$17.41	\$17.95	\$17.93	\$18.49	\$18.47	\$19.04

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## Purchasing & Stores

Job Title	Job Code	Rate Group	5/6/02		5/5/03		5/3/04		5/2/05	
			B	C	B	Q	B	Q	B	Q
Receiving & Stores Attendant	RSA	9	\$14.37	\$14.69	\$14.80	\$15.13	\$15.24	\$15.58	\$15.70	\$16.05
Storekeeper	STK	10	\$15.18	\$15.63	\$15.64	\$16.10	\$16.10	\$16.58	\$16.58	\$17.08

## LETTERS

The Hourly wage rates negotiated in this Contract include the incentive bonuses that were formally paid to employees and for this reason these incentive bonuses will be discontinued when the hourly rates provided herein go into effect. It is agreed and understood that inclusion of the former incentive bonuses in the hourly rate will not result in the decreasing of the former productive effort by each employee and of the former levels of production attained under the incentive bonus system. In recognition of this, it is understood that all employees will continue to fully perform their job with their best efforts and employees who do not perform at levels required by the Company's productive and job requirements in effect from time to time will be subject to disciplinary action as provided for in this Contract.

### EMPLOYEES VOLUNTARY FUND

1. Accounting of funds in present account, said funds to be turned over to the new committee.
2. Name - Employees Voluntary Fund.
3. Union bargaining unit to elect four (4) members to serve on the Employees Voluntary Fund.
4. The Employer to name two (2) members to serve on this Fund.
5. Company to administer the Fund.
6. The six (6) employees named to the Employees Fund Committee will determine the amount and to which charities contributions will be made.
7. In addition to legitimate charities, the Fund will be used for flowers in the event of death, as referred to in Article 20 of the collective bargaining agreement, and in addition thereto, grandparents.
8. The committee will meet to draft appropriate By-Laws for the administration of this Fund.
9. A financial statement will be posted quarterly on all bulletin boards within the plant regarding the status of said Fund indicating among other things worthy charities contributed to.
10. It is further understood that this Memorandum of Agreement

is not subject to or a part of the Labor Agreement between Local 86 and/or its successor, and Advanced Glassfiber Yarns LLC, and therefore not subject to the grievance procedure.

April 22, 1971

#### LETTER OF UNDERSTANDING

The Company and the Union agree that salaried and non-unit hourly employees currently employed at the Aiken plant who were formerly on hourly jobs, which jobs are now part of the bargaining unit, shall have plant seniority rights from their date of hire at the Aiken plant and department seniority rights from their date of entry into their last home department in the bargaining unit accumulated to the date of this Agreement, which is May 31, 1971, in addition to protected seniority rights as defined in Article 5, if they have protected seniority.

Such employees will retain, but not accumulate, such seniority rights from the date of this Agreement.

If such employees, while still in the employment of the Aiken plant, return to the bargaining unit, they will be placed on the highest rated jobs for which they were Q-rated and to which their seniority rights entitle them to hold.

April 29, 1974

#### LETTER OF UNDERSTANDING

The Company will provide an area for craft employees to lock up their tools during their off shift. When an employee's tools are properly stored and locked in the designated area, by the employee, the company will accept responsibility for any loss due to theft. When a theft occurs the employee must report it as soon as possible. Employees will supply the company with a listing of all tools in their box and will be responsible for keeping the list of tools current.

#### LETTER OF INTENT

The Company agrees to continue its practice of conducting periodic plant inspection by designated Union/Management

personnel in an effort to insure that proper janitorial service is being maintained.

#### LETTER OF INTENT

The Company will continue its practice of giving consideration to individual request to change shifts with other employees for the purpose of "car pooling."

May 5, 1980

#### LETTER OF INTENT

The Company agrees to implement the following measures to improve security in the employees' parking lot.

1. Install a gate across the rear access road that will be open only during shift change.
  2. Substantially improve the present lighting system in the lot.
- Further, upon request management agrees to meet with the Union to discuss ways and means of improving overall security within the Parking lot.

May 5, 1980

#### LETTER OF INTENT

##### THE AMERICANS WITH DISABILITIES ACT

The Company and the Union agree to cooperate in efforts to comply with the Americans With Disabilities Act of 1990 (ADA). The parties will use their best efforts to help place qualified employees with disabilities on jobs they can perform safely and effectively. Determinations will be handled on an individual case by case basis.

May 4, 1992

#### LETTER OF INTENT

The Company agrees that the intent of Article 3, Section 15, is not to send employees home after four (4) hours of work on a continuing basis.

May 5, 1986

#### LETTER OF UNDERSTANDING

In the event the Company discontinues all or part of the Alloy job

classification, the Company agrees to reassign employees to the Maintenance department craft area, providing such employees have enough department seniority and providing no employees are cut back as a result of this assignment. Such employee will have rights to a daylight shift in accordance with Article 5, Section 10 (F). An employee cutback from the Alloy job that is not placed under this provision will not have recall rights to the Maintenance craft areas. He will retain recall rights to the Alloy job classification.

May 2, 1989

#### LETTER OF UNDERSTANDING

The Company agrees to make paper coveralls available to forming department employees as is the current practice. The intent of this is to provide protection for employees due to the excessive moisture in the forming department as a result of process changes. This practice will continue until the moisture problem is corrected.

May 2, 1989

#### LETTER OF UNDERSTANDING

Following completion of the 1989 labor negotiations, the Company and the Union agree to designate two (2) representatives to meet with ABI Management to discuss the feasibility of adding hot lunch service during second and third shift, as well as other issues relating to the services and conditions of the plant cafeteria and vending areas. The Company will agree to monitor the service provided by the cleaning vendor and the cafeteria vendor and work with them to correct problems occurring on 2nd and 3rd shifts and on the weekend.

May 2, 1989

#### LETTER OF UNDERSTANDING

During the course of the 1992 and 1995 Labor Negotiations the Company discussed the possible implementation of a fair random drug and alcohol testing policy. Even though no Contract language was developed, the Company and the Union agreed to form a committee of three (3) Company Representatives and three (3) Union Representatives to study this issue.

If it is determined by this committee that a major problem exist with the use of illegal drugs the Company and the Union may by mutual agreement implement a random drug testing policy in an effort to try and make the work place as free as possible of such drugs.

It is further recommended by the Company and the Union that if any employee is participating in the use of such drugs that they seek the necessary help through the Company's EAP program. Any employee who voluntary seeks help through this program, prior to detection, such information given to the Company will be kept confidential and no disciplinary action will be taken by employees seeking help.

May 4, 1992

#### LETTER OF UNDERSTANDING

At the 1992 negotiations the Union expressed concern about after the Company had notified employees of a curtailment, that the Company would then, in some cases, re-organize or re-structure the department or jobs within the department. The Union felt that employees who were being cut back should be given consideration, so that their seniority rights may be exercised.

The Company acknowledged their concerns and indicated they would make an effort to consider all employees into the curtailment that was to effect the employee.

May 4, 1992

#### LETTER OF UNDERSTANDING

In contract negotiations of 1995, the company and the Union discussed the need for change at the Aiken Plant in order to move to an organization or organizational concepts (also known as a High Performance Organization - HPO), that will allow the plant to effectively compete in a rapidly changing environment. This change is being driven by the need for the Aiken Plant to respond to the competitive situations in a manner that will allow the plant to maintain and sustain a leadership position in global markets. Both parties recognize the need for the change and the

need to move to a different level of Union - Management cooperation to achieve this change. This will require ongoing and consistent communications that will identify and address issues that may be barriers to successful implementation to the new organization.

While endorsing the continuation of our traditional, successful bargaining relationship, Union and Management leaders will join together in supporting the advancement of new work processes as well as new organizational concepts. This will require innovative, but realistic approaches to problem solving. Specifically, the following principles will govern Union and Management leadership in these endeavors:

1. The local Union Executive Board and/or designated representatives will be members of a plant steering team along with the Aiken Plant Leadership Team and/or designated representatives. This team will meet regularly as determined by the team to consider and discuss new organizational concepts and work processes.
2. The consideration of new organizational concepts and processes shall not waive or alter the rights of either party under the Labor Agreement.
3. The Plant Steering Team will actively participate as leaders and agents of change in the Aiken Plant. The team's recommendations shall guide and direct the activities necessary to implement the change process and move the plant towards its goal of becoming a High Performance Organization (HPO).

#### MEMORANDUM OF UNDERSTANDING

##### Transfer of Company Title or Interest

The Company and the Union agree that in the event the Company sells the Aiken Plant during the term of the agreed upon one (1) year extension of the collective bargaining agreement between the Company and the Union, the Company will require, as a condition of the sale, that the purchaser agree to assume the obligations of the collective bargaining agreement, including the

extension. The Union agrees that it will accept the purchaser's assumptions of the obligations of the agreement. Furthermore, the Union agrees that upon such assumption by the purchaser (acknowledged in writing to the Union), the Company will have no further obligations to the Union or the employees it represents and that the Union's sole remedy for any breach of the collective bargaining agreement or the extension will be against the purchaser.

#### MEMORANDUM OF UNDERSTANDING

##### Transfer of Company Title or Interest

The Memorandum of Understanding is entered into by Owens Corning and The International Brotherhood of Teamsters, Local 86 and provides clarification to the parties' negotiated language and intent during the May, 1998 negotiations.

#### ARTICLE 40 - Transfer Of Title

The parties agree that the language contained in Article 40 does not limit, change, or in any way impact the long standing and mutually recognized Management Rights language found in Article 27. Specifically, this does not limit the Company's right to determine the location in which products are manufactured and the transfer of or any part of the Company's operation.

The parties further agree that Article 40 does not liable Owens Corning in any manner pertaining to the Collective Bargaining Agreement in the event any purchaser, successor, or assign, during the term of this agreement, or its extension sells, transfers, leases all or any part of the operation sold, transferred, or assigned to such party, or if such operation is taken over by sale, transfer, or lease. The Union agrees that its sole remedy for any breach of the Collective Bargaining Agreement will be against such purchaser, successor, or assign and not Owens Corning.

#### ABM LETTER OF UNDERSTANDING

The ABM job classification will be paid at \$9.50 per hour, effective 8/1/99. All people currently in the ABM classification, prior to 8/1/99, will be red circled until they voluntarily bid out. If



other employees are cut back and put into the ABM classification, those employees will also be at the red circle rate. Any person who voluntarily bids to the ABM classification shall start at the newly negotiated rate of pay. If the employer has to hire people into the ABM classification from outside the plant, they shall be hired at the lower negotiated rate.

August 1999

#### **BASIC SKILLS LETTER OF UNDERSTANDING**

The Company will schedule basic skills test dates on a regular basis. Employees must possess a skill level prior to being considered for a job containing a basic skill level requirement. However, the Company will select the senior employee, even if such senior employee has not reached the required level of basic skills as determined by the basic skills test, but has previously taken the basic skills test (an employee who does not have the basic skills credentials may post for a job with a basic skills requirement once per year). During training time, the employee shall avail himself to a basic skills improvement course on his own time. If the employee achieves the needed score, he will be reimbursed at his straight time rate for the time spent in basic skills courses, or the bonus payment for improvement, not to exceed the amount eligible under the incentive bonus program. The senior employee will have 90 calendar days to meet the Company's basic skills requirements, or be disqualified. Upon such disqualification, the Company will select the next senior employee who possesses the required test scores.

Bargaining unit jobs requiring skill levels will remain posted with their respective skill levels on a Company bulletin board.

August 1999



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