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**UNION SHOP CONTRACT
AND
WORKING AGREEMENT**

made by

**OWENS CORNING
Newark, Ohio**

and the

**GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION,
AFL-CIO, CLC**

LOCAL 244

EFFECTIVE – February 2, 2004

EXPIRES - March 1, 2007

53 pages

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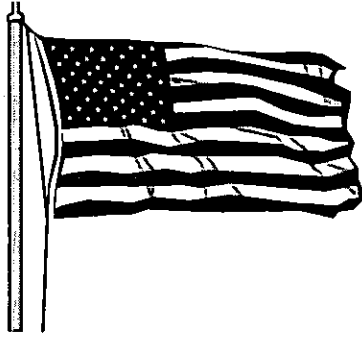
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PLEDGE TO THE FLAG

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands
- one nation under God, indivisible, with liberty and justice for all."

THE AMERICAN'S CREED

I believe in the United States of America as a government of the people, by the people, for the people;
whose just powers are derived from the consent of the governed; a democracy in a Republic, a Sovereign
Nation of many Sovereign States; a perfect Union, one and inseparable; established upon those principles
of freedom, equality, justice, a humanity for which American patriots sacrificed their lives and fortunes.

I therefore, believe it is my duty to my Country to love it; to support its Constitution; to obey its laws;
to respect its Flag; and to defend it against all enemies.

ARTICLES OF AGREEMENT

1. These general rules and regulations apply to OWENS CORNING located at Newark, Ohio (referred hereinafter as the Company) and cover all of the production employees, Oilers, Maintenance Dispatchers and four (4) of the current eight (8) Control Center Operators at the Company's Newark, Ohio Operation, excluding all electrical employees, all Utility Center employees; all pipefitters, their helpers and apprentices; all sheet metal workers, their helpers and apprentices; all painters, their helpers and apprentices; all electric and acetylene welders and apprentice electric acetylene welders (trainees) in the Factory; all auto mechanics, their helpers and apprentices; all tool and die makers; all machinists, their helpers and apprentices and the tool crib attendant in the Machine Repair Department; all blacksmiths; all office clerical employees, security officers, professional employees, research assistants, Supervisors, assistant Supervisors, resale clerk, all work scheduling administration, and all other Supervisors as defined in the Act.

2. When duly signed by the International Officers of the GLASS, MOLDERS, POTTERY, PLASTICS & ALLIED WORKERS INTERNATIONAL UNION of the United States and Canada, A.F.L.-C.I.O., CLC and representatives of Local Union No. 244 on the one hand and representatives of the Company on the other hand, this Contract becomes a Union Shop Contract through which the Company recognizes the Glass, Molders, Pottery, Plastics & Allied Workers International Union of the United States and Canada (hereinafter referred to as the Union) as the sole collective bargaining agency covering the employees of the Company as specified in Article 2 of this Contract, in accordance with the Labor-Management Relations Act of 1947, as amended.

3. All of the parties of this Contract are fully aware of the many problems involved and the necessity for the greatest cooperation, in recognizing each others' needs, as solutions are attempted. It is recognized that the manufacture of fibrous glass products is a highly competitive business and it is the mutual aim of the parties to assist in the building of this business into a kind which will be able to carry on its sales and manufacturing operations at a profit and with equity to its employees and in such a constantly improving manner as to create the greatest possible number of steady jobs for all of the parties, consistent with the provisions of this Contract.

4. Any changes in the wording or interpretation of any Article or Section of this Contract shall be mutually agreed to by the International Union and both the Business Committee of Local No. 244 and the designated Human Resources Department Representative of the local Plant of Owens Corning before such changes are made.

ARTICLE 1 Duration

5. This Contract shall be in full force and effect from **February 2, 2004** to **March 1, 2007** and thereafter on a year to year basis, unless changed by mutual agreement or terminated as hereinafter provided.

6. If changes are desired by either party on any annual expiration date, written notice shall be given to the other party ninety (90) days prior to any expiration date.

7. A conference of the Officers of the International Union and Committee Members of Local No. 244 and the Company shall be held at least sixty (60) days prior to the expiration date of this Contract and at such conference, the rules and wages shall be adopted for the new term, as specified in Paragraph 5 of this Article.

8. At any Contract reopening time, no change in the Contract or wages as set forth in Schedule "A", attached to this Contract, shall be made until approved by the Union, its Officers, Local Committee, and Representatives of the Company. There shall be no changes made to any of the terms or clauses of this Contract while in effect, unless by mutual agreement of the Company, the International, and the Local Union.

9. If no agreement is reached between the parties on or before the termination date hereinbefore set forth, or any subsequent termination date, the International Union and Local Union shall have the right to terminate the continuance of the Contract after such termination date as hereinbefore set forth, by so notifying the Company in writing of such termination.

10. It is understood that the mutually agreed upon changes enacted by this conference and the established wages, rules, regulations, and working conditions not changed by it, will constitute the Contract between the parties hereto during any term of this Contract or continuation hereof as long thereafter as regular negotiations for the making of a new Contract shall continue, unless terminated in accordance with the provisions hereinbefore set forth.

ARTICLE 2

Recognition

11. The Company recognizes the Union as the sole collective bargaining agency in this Contract in the Newark, Ohio Operations for all hourly paid workers within the Unit hereinbefore described, who are employed by the Company on jobs in the departments listed in Schedule "A", which Schedule is hereby attached and made a part of this Contract. The parties to this Contract agree that if, during the term of this Contract, or any extension or renewal, any new Locals are established by rearrangement or division of the Newark, Ohio Local of the Union, or departments of the Plant, the new Locals or departments shall be covered by the provisions of this Contract or such extensions or renewal thereof.

12. The Company will not aid or promote, or finance any labor group which tries to engage in collective bargaining contrary to the Agreement.

13. Supervisors, engineers, experimental men, and research technicians, shall not perform work performed by members of the Unit, except that they shall be permitted to make adjustments on production or experimental equipment and perform other work that is necessary to complete the experimental project, provided that a Bargaining Unit employee or employees who operate such equipment or machines, whether presently or newly installed, will be standing by in the company of non-Unit employees.

14. The Company agrees to post notices in appropriate locations prohibiting Carrier Drivers from using Company vehicles.

15. All work performed in the past and all materials or substitute materials used to perform this work is the work of Bargaining Unit employees and shall not be subdivided between, or assigned to out-of-Unit employees except that this shall not apply to supervisory duties and supervisory responsibilities of Group Leaders.

16. The Company recognized the Union's desire to perform all work covered under the jurisdiction of this Contract and will make sincere efforts toward that goal. However, it is also recognized that the Company's operating requirements may necessitate the contracting out of such work. When the Company contemplates or plans on using outside contractors the Company will provide the Union notification of these plans. Upon request, the Company agrees to meet after this notification with the appropriate Local Union Representative and review these plans with the intent of assuring such work must be subcontracted. During this review, the Company shall provide a clear description of all work the Company is considering subcontracting, including the details of the specific project. The Company will also provide an explanation of the Company's need to subcontract the work under review. The Local Union Representative will be given an opportunity before the Company makes its final decision to propose alternatives whereby primary consideration will be given to utilizing Bargaining Unit employees, factoring in sound business practices.

17. If after this review the Company decides to subcontract the work, the Union shall have the option of filing a grievance beginning at Step No. 4 of the procedure.

18. The right of the Company to hire and discharge employees is acknowledged, subject to limitations contained in this Contract. All newly hired employees shall be considered probationary employees for a

period of seventy (70) calendar days from date of hire. A discharge of a probationary employee is not to be made a matter of grievance. Employees retained after probationary period shall have seniority calculated from date of employment. An employee with less than seventy (70) calendar days' service who is furloughed will not be terminated until after six (6) months have elapsed, following the furlough date. If the employee is recalled before six (6) months have elapsed, he will be considered as a recalled employee and his time will again start to accumulate toward the fulfillment of the seventy (70) calendar day probationary period. Time spent by employees on leave of absence for any reason or under medical restriction and not working, will not count toward the calendar day probationary period requirement.

19. It is a continuing condition of employment that employees covered by this Agreement must become and remain members of the Union in good standing the day following their forty-fifth (45th) calendar day following their employment with the Company, or the effective date of this Agreement, whichever is later, all in accordance with Section 8 (a) (3) of the Labor-Management Relations Act of 1947, as amended.

20. The Local Union, when notifying the Plant Management that an employee is not in good standing, shall do so in writing, stating that the name or names appearing in the notice are not in good standing by reason of their failure or refusal to tender the Initiation Fees and/or National and Local dues required by the Union. This notice is to be dated and signed by the proper Union Officials. The Management shall be given seven (7) calendar days from receipt of notice before action is taken on the employees.

21. Unless reinstated by the Union within this time, or unless otherwise entitled to employment under the provisions of existing State or Federal statutes, the employee shall be laid off. If an employee is discharged by the Company upon request of the Union hereunder, and it is subsequently determined that such discharge was improper, the Company shall not be required to pay the employee for any work time lost because of the discharge.

22. The Company shall notify the Financial Secretary of the Local Union, in writing, when a new employee has been placed on a job included in Schedule "A". Such notification must be in writing and received within seven (7) days of the employee being placed on the job.

23. The Company shall give a memorandum to all new hire-ins relative to probation, and obligation upon expiration of forty-five (45) calendar days.

ARTICLE 3

Releasing and Discharging

24. When circumstances require, in the opinion of the Supervisor, that an employee be discharged, the employee shall be suspended but no discharge shall be effected until the procedure set forth has been followed:

- a. The Union Steward who shall be present at time of release shall notify the Union Office and/or Union Officials as hereinafter referred to.
- b. The Supervisor taking the disciplinary action shall notify his Factory Superintendent or Department Head.
- c. Both the Union and the Company Representatives shall jointly or individually conduct such investigations as they feel necessary. Within not more than four (4) days, following the date of release, the Factory Spokesman shall contact the Union Office and give notice of a Joint Fact Finding Meeting to be held prior to the end of the same four (4) day period.
- d. The parties will be represented at subject meeting by the Factory Superintendent or Department Head and the Human Resources Manager for the Company and the Business Committee Chairman and Zone Committeeman for the Union, or their designated Representatives. In addition those

other persons who can make significant contributions to the purpose may be present, but in any case, the number in attendance will be kept to a minimum.

- e. Following the Fact Finding Meeting, but in no case later than four (4) days following the date of release, the Company will notify the individual and the Union as to the final disciplinary action to be taken in the case. Following the final determination of the disciplinary action to be taken, the Union will notify the Company within twenty-four (24) hours as to whether a written grievance will be filed if the employee has been discharge. If lesser disciplinary action has been taken and a grievance is filed, it shall follow the normal Grievance Procedure, starting with the next scheduled Step No. 4 Meeting.

25. If a grievance is filed in a discharge case, it will be referred to Step No. 4 of the Grievance Procedure and must be heard within fourteen (14) days of the date of the grievance or it will be referred to Step No. 5 of the Grievance Procedure and must be heard within twenty eight (28) days of the date of the grievance or it will be referred to an Arbitrator as designated in Step No. 6. At the time the subject grievance is referred to Step No. 5, the parties will also activate the selection machinery of the Arbitration Procedure, so that at the end of the twenty eight (28) days, if no settlement of the grievance has been reached the agreed upon Arbitrator may be contacted and a hearing date set for the case.

26. If it is found that an employee has been unjustly discharged by the Company except as provided in Article 2, Paragraphs 20 and 21, such employee shall be reinstated to his regular job with seniority rights unimpaired, and compensated for loss of wages, unless otherwise mutually agreed to between the Company and the Union.

27. If an employee cannot report for work the Company must be informed one (1) day in advance, or in an emergency, as soon as possible. If an employee fails more than three (3) times in a calendar year (January to January) to report off before his scheduled starting time, and without just cause for failing to give such advance notice, he shall be subject to dismissal. There shall be no carryover of prior record into the current year. There shall be no presumption that an employee is guilty of an offense charged under this section. If an employee goes home at the Company's request because of lack of work, he will not be charged with time lost.

28. In reporting off, the employee must call telephone number 328-2990 and give the following information:

- a. Name
- b. Badge Number
- c. Department Name
- d. Letter Shift, Number of Days and Time the Employee Will Be Off Work
- e. Reason for Being Off Work
- f. When the Employee Will Return to Work.

29. The Union agrees to cooperate with the Company in eliminating chronic absenteeism and chronic lateness in reporting for work without justified reason. If an employee is absent or late an excessive number of times, without justified reason, the Steward and Supervisor will meet with the employee and attempt to correct the situation. If thereafter the employee continues to be absent or late without just cause, the employee will be referred to the Union to meet with the Zone Committee Person and the President of the Local Union in an attempt to correct the situation. The employee's failure to correct the situation after these steps are taken could subject the employee to discharge. There shall be no presumption that the employee is guilty of an offense charged under this section.

30. Should an employee wish to stop work at any time for just cause, said employee shall discuss the matter with his Supervisor one (1) hour in advance, if possible.

31. Union Steward must be present at any Disciplinary Action Meetings between a Unit employee and any Company Representative. However, the Company reserves the right to conduct non-disciplinary talks with employees without a Union Steward being present.

32. Non-disciplinary talks will not be utilized for discipline provided that it is recognized and understood that counseling sessions with employees may take place prior to administering discipline.

Address Change

33. It shall be the responsibility of each employee to keep the Employment Office informed of his correct address and telephone number. If any change occurs in his address or telephone number, he shall notify the Employment Office of such change immediately. Forms for notification of such changes will be available in the Employee Entrance. When a change occurs, the employee will fill out a form and drop it in the box provided in the Employee Entrance for that purpose.

ARTICLE 4

Seniority

Seniority Provision

34. The Company recognizes the principle of seniority, and the Union recognizes the need of maintaining an efficient work force. Therefore, seniority as used in this Article shall be the sole determining factor in all cases of layoffs, recalls, furloughs, and transfers to the same job. In addition, seniority shall be the determining factor, providing the employee is capable of performing the job, in all cases of transfers to a different job and promotions. Whenever the senior employee is not chosen, in cases of transfers to a different job, or promotion, a confidential written explanation will be given to the employee, stating the reasons for his not being chosen.

35. For the purpose of seniority, the departmental breakdown will be as set forth in Schedule "A".

36. No employee will have seniority until seventy (70) calendar days after his hiring date. On the expiration of seventy (70) calendar days, his seniority will revert back to the date of hiring. At the expiration of an employee's probationary period, the employee's department of record will be the department he is in at that time, provided he went into the department to fill a permanent opening. In that event his Department Seniority will date from the time he filled such permanent opening. If the employee has not filled a permanent opening as above, his first permanent job will establish his department and his Department Seniority will be the same as his hire in date, but in no event greater than his own Plant Seniority. His Plant Seniority will revert back to his date of hire.

37. Seniority accumulates when the employee is absent for sickness, injury, layoff from the department or Plant, providing he returns to work as soon as he is able, or called.

38. There shall be two types of seniority: (1) Plant Seniority; determined by the last date of hire by the Company at its Newark, Ohio Operations, (2) Department Seniority; determined by the last date of starting to work in the department. If more than one person is hired on the same day, then determination of Plant Seniority shall include assignment of a number to that person according to the letters of the last name (example: A-1, B-2, etc.). If the last names are the same, then the oldest person will be assigned the first number. Employees who change their name after employment will retain their original seniority assignment based upon the name they were hired in as.

39. After March 1, 2001 when the Company abolishes a department, the employees in such department shall have all of their Plant Seniority accredited as Department Seniority in the department in which such employees are working or from the department from which they may have been furloughed on or after the

thirtieth (30th) calendar day following the abolition of the department. This paragraph does not apply to employees who are working in departments as a result of Annual Relief Bids.

40. A department shall be considered abolished no later than ninety (90) days after it has ceased to operate. If, however, it should be reactivated, former employees shall have full Departmental and Plant Seniority rights in the reactivated department. The ninety (90) days can be waived by mutual agreement.

41. Any employee shall lose his seniority rights for the following reasons:

- a. If the employee quits, or is discharged; or if laid off or furloughed for more than sixty (60) consecutive months, unless caused by permanent shutdown of the Plant.
- b. Absence for more than three (3) consecutive working days without just cause or without notifying the Company, unless there is justifiable reason for failure to give such notice.
- c. Failure to report for work at the expiration of a leave of absence, unless an extension is requested by the employee in writing and it is mutually agreed to by the Company and the Union.
- d. If a laid off or furloughed employee fails to return to work within five (5) days after receipt of the Company's written notice that work is available for him, a Certified (Restricted Delivery) letter sent to the last address on record in the Human Resources Office shall be considered as receipt of written notice.

Job Posting and Bidding

42. When a permanent vacancy occurs in a department, excluding the beginning jobs, the job will be posted in the department and also listed in the Employee Entrance area in accordance with the schedule set forth in Paragraph 45 of this Article. If the senior employee who signs a Bid Sheet is on medical leave, the job will be held for the employee no longer than six (6) weeks. The six (6) week period will begin when the employee accepts the job. If the job is not filled by an employee with Departmental Seniority, then the employee with the most Plant Seniority who signs a Transfer Bid Sheet in the Human Resources Department shall be offered the job, providing he is capable of performing it. All bids must be entered within the time period specified in Paragraph 45 of this Article. When the job vacancy is permanently filled, the Transfer Bid Sheet will be canceled.

43. In the promotion of employees to more desirable jobs, excluding supervisory jobs, Departmental Seniority will be the determining factor, providing the employee is capable of performing the job.

44. Job vacancies in a department will be posted in that department for all jobs except the beginning job in the department, and the vacancy will be filled with the employee having the most Departmental Seniority who bids on the job, providing he is capable of performing the job. If the successful bidder on a Job Posting declines to go to the new job, selection to fill the job will be made from the same Job Bid Sheet, provided the employee is capable of performing the job. A duplicate copy of the Job Bid Sheet shall be mailed to the Union Office, including the reason for the bid. **When the successful bidder has been identified he will begin the new job as soon as possible, but no later than fourteen (14) days and shall remain on the new job until he accepts or waives the new position.**

45. Jobs will be posted 12:00 noon Thursday and will be taken down 12:00 noon the following Thursday. If a holiday falls on Thursday, jobs will be posted 12:00 noon on Wednesday and will be taken down 12:00 noon the following Thursday

46. It is recognized that the qualifications for Group Leader Jobs are different and greater, therefore in the selection of employees for such jobs, Departmental Seniority will be the determining factor only when the employee is capable of performing the jobs. Whenever the senior employee is not chosen, a confidential written explanation will be given to the employee, stating the reasons for his not being chosen.

47. In the establishment of job rights by bidding, the following agreement has been made for the purpose of defining the point at which an employee establishes rights in a job by way of Bidding Procedure:

- a. An employee who moves to another Job Classification or another job position within a Job Classification under the Bidding Procedure, must remain on that Job Classification for a period of twenty-one (21) consecutive calendar days in order to establish his job rights. An employee who moves to the same Job Classification or job position within a Job Classification under the Bidding Procedure must remain in the job for seven (7) consecutive calendar days in order to establish his job rights. An employee shall have the option to waive the twenty-one (21) consecutive calendar days at anytime after the employee physically has been placed in the job for at least one (1) week. This shall be done in writing and a copy sent to the Union Office.
- b. If curtailment occurs prior to the expiration of the time period specified in Paragraph 47a above, he will return to his former job and shift.
- c. If his old job is not available to him, adjustments to another job will be made by following the same procedure which has been used in making adjustments within the departments at time of a curtailment.
- d. If the job which he bids becomes vacant again, he will be returned to it without being required to bid. Upon return to this job, previous time spent on job will count toward the twenty-one (21) calendar days in order to establish his job rights.
- e. This Agreement will in no way affect the rights of either the employee or the Company which are granted under Article 4, Paragraph 81, and 83 of the Contract.

48. Secondary Selection from Job Posting - If an employee who is the successful bidder on a Job Posting declines to go to the new job, or after going to the new job decides to return to his old job prior to the expiration of the twenty-one (21) day period as provided in Paragraphs 81, 83, and 61 of this Article, or if such employee is the successful bidder on a second Job Posting within twenty-one (21) days, selection of his replacement may be made from the original Job Bid Sheet. Notice of second selection will be mailed to Union Office. The duration of the Bid Sheet shall be six (6) months providing the twenty-one (21) days have never been completed.

Permanent Job vs. Temporary Job at Time of Curtailment

49. The rights of an employee on his permanent job shall take precedence over the rights of an employee assigned temporarily within the same Job Classification.

50. The employee on the temporary job will return to his former job, providing his Departmental Seniority is sufficient to warrant this.

51. If the employee on a temporary job cannot return to his former job because of insufficient Departmental Seniority, he shall adjust to another job in the same manner as though he had not moved to the temporary position.

52. Employees who, within a twelve (12) month period, bid successfully on two consecutive job bids but after going to the new jobs elect at their option to return to their former Job Classification within the twenty-one (21) day period, shall be restricted from bidding on any Job Classification for a period of six (6) months from the date they gave the last job up.

Job Transfers

53. When a permanent vacancy occurs in a temporary department requiring an ET, such vacancy shall be posted in the Employee Entrance one (1) week (Thursday to Thursday) prior to filling the vacancy.

54. An employee who wishes to transfer to a beginning job in another department shall fill out an Employee Transfer Request Form in the Human Resources Department. This request form will remain in effect until canceled by the employee in writing or honored by the Company. An employee who wishes to

submit, cancel and/or change an E.T., must do so by 4:30 p.m. on Thursday. The Company will promptly transfer the oldest capable employee in accordance with the Employee Transfer Form when an opening occurs. An employee may have only one (1) active Transfer Request on record. An employee transferred under the procedure will have rights as defined in Paragraph 58 of this Article. If an employee is on vacation at the time his Transfer Request is honored, the opening will be filled temporarily with the next oldest employee with a Transfer Request Form in. When the original job awardee returns from vacation, he will be transferred in accordance with Paragraph 60 at the beginning of the workweek after he returns from vacation. If an employee is on insurance at the time his Transfer Request is honored, the opening will be filled with the next oldest employee with a Transfer Request in. If the senior employee returns to work within six (6) weeks after the Transfer Request is honored and is physically able to perform the work, he will be placed on the job in accordance with Paragraph 60 at the beginning of the workweek after he returns to work. The employee displaced by the senior employee returning from insurance will be returned to his former job, with seniority rights unimpaired.

55. Employee Transfers honored for short term vacancies (i.e., vacations, sickness, job training, leave of absence, special clean-ups, etc.) except in the Wool Factory, will be considered as temporary. An employee transferred to a temporary vacancy will return to his old job at the end of the temporary period. If an employee cannot return to his old job because of insufficient Plant or Departmental Seniority, he shall adjust to another job in the same manner as though he had not moved to the temporary vacancy. If a permanent vacancy occurs it shall be subject to the Bidding Procedure. A senior employee transferred to a temporary vacancy will not be required to accept any permanent vacancy in the department, as long as they may continue to fill a temporary vacancy. Once the senior employee rejects a permanent vacancy their temporary department seniority date shall be adjusted to coincide with the date the permanent vacancy is filled. Temporary employees in a department will not have seniority rights over permanent employees in that department. An employee who rejects a permanent vacancy will not be considered for the same permanent vacancy at a later date.

56. Temporary vacancies created by vacations, leave of absence, and sickness, where bid, will be posted for the Contract term. Such bids will be posted in the month of June following the Contract begin date. An employee awarded such temporary bid, will not affect that employees right to have one (1) active Transfer Request (ET) on record, as referred to in Paragraph 54 of this Article. When the employee's E.T. is honored, rights to their temporary bid job is canceled.

57. If an Employee Transfer Request is not honored promptly, his seniority will start to accumulate in the new department at the time the vacancy occurred and he will be compensated for all loss of earnings from the date the vacancy occurred to the date he was actually transferred.

58. An employee who transfers to a job in another department but within the Unit, at his own request, shall continue to hold and accumulate seniority in his old department for not more than sixty (60) calendar days. If, within twenty-one (21) calendar days he elects to return to his old department, or if within sixty (60) calendar days he fails to qualify or is curtailed from the new job, he shall be returned to his old job without loss of seniority. If he does not elect to return to his old department within twenty-one (21) calendar days, he shall lose all seniority rights in his old department. If a person is disqualified from a department after sixty (60) calendar days, he will adjust the same as if he was curtailed and replace the last person hired in the Plant. At time of curtailment in a given seniority department, those who have transferred at their own request and who have served in the department for less than sixty (60) days shall not be permitted to exercise their Plant Seniority and thereby retain jobs in preference to others who carry their seniority in that department, even though such transfers may actually have greater Plant Seniority, except that this will not apply if there are new hires in the department with less than sixty (60) days seniority.

59. An employee who is furloughed because of curtailment in the new department will be recalled to the new department when an opening occurs and all time formerly worked there will accumulate toward the fulfillment of the sixty (60) day requirement. Plant Seniority will be used in determining who is to be recalled. In the event an employee has accumulated less than sixty (60) calendar days in the new department within six (6) months from the date they started the new job, their Employee Transfer to the new department will be cancelled.

60. The Departmental Seniority of an employee who transfers to another department, through an Employee Transfer Request, will start on the date of transfer or on the date he became eligible for transfer, whichever date is earlier.

61. If an employee transfers at his own request to another job in his own department but within the Unit, and within sixty (60) calendar days fails to qualify on the new job, or if within twenty-one (21) calendar days, he elects to return to his job, he will be returned to his job. If, after twenty-one (21) calendar days, he elects not to stay on the new job, he shall return to the lowest job in the department. If a person is disqualified from a job after sixty (60) calendar days, he will adjust the same as if it were curtailment, excepting he would replace the youngest employee in that classification on all shifts, providing he is capable of performing the job.

62. Employees holding rights to a temporary job shall retain rights to that job even though they have moved off the job for the purposes of training.

63. Employees participating in programs or processes endorsed by the Union shall not lose job rights for participation that takes them off the job.

64. If an employee with particular skills or experience is transferred at Company request to another department, he shall continue to hold and accumulate seniority in his former department for a period of not more than twelve (12) months. If an employee with particular skills or experience is held at Company request when transferring to another department, his seniority in the new department will revert back to his original date of transfer. Employees held for training purposes will not exceed sixty (60) calendar days. During the time he remains on such job he will be paid either the rate of his old job or the rate of his new job, whichever rate is higher. At the end of the period the employee shall be returned to his former department and job.

65. No employee shall be compelled to accept a proposed transfer in a department, except that in case of daily absenteeism only, the youngest capable employee on the shift in the department must take a temporary transfer. An employee who formally accepts training on a job, will be required to fill temporary vacancies provided no senior capable employee desires to fill that vacancy on that shift. An employee who formally accepts training on the job will be allowed to withdraw his name from consideration after eighteen (18) months, provided he gives the Company notice.

66. When work runs out or temporary shutdowns occur on an operation, employees affected by the shutdown may be used temporarily on the shift involved to perform available work in another department rather than be sent home, providing that this will not result in anyone being sent home from the department where the employees are being used temporarily. Employees utilized in this manner will not be used to man crews or machines until after all employees in the department to which they were transferred have been moved to any higher jobs or other available work in the department

Furloughs and Recalls

67. The following procedure will be followed during periods of curtailment:

- a. When there is curtailment an employee will remain on his Job Classification providing he has sufficient Department Seniority to exercise such right. The oldest employee on a Job Classification based on Department Seniority will stay on his respective shift.
- b. If a curtailed employee does not wish to change shifts, he may drop to a lower classification and replace the youngest employee in that classification on his shift providing he has sufficient Department Seniority to exercise this right and is capable of performing the job.
- c. Using Department Seniority, the youngest curtailed employee on a shift may be able to take the place of the youngest employee in the department on the same Job Classification or he may follow the same procedure as in Paragraph 67b. Requests for adjustments under this procedure must be made within seven (7) calendar days following the date of curtailment.

- d. When an employee is curtailed from a classification that is the only classification on the shift, they may follow the procedures in 1 and 2 below:
 - 1. Employee may follow the procedure in 67b to stay on the shift.
 - 2. Employee may adjust across or down in another classification replacing the youngest person in that classification on all shifts. Request for adjustment under this procedure must be made within seven (7) calendar days following the date of the curtailment.
- e. This requirement will in no way change an employee's rights under Article 6 of this Contract.

68. When a reduction of force occurs in a department which will extend for forty-eight (48) hours or less, layoffs will be made on each shift separately in line with the Plant Seniority of employees on that shift. Recalls in such cases will be made in the reverse order of the layoffs. Adjustments will be made on the basis of seniority among all employees on the shift (including the locked shift).

- a. For future reference and handling applicable to Paragraph 68, any locked shifts are to be treated as separate shifts, unless locked shifts have the same number of normally scheduled work hours and starting times as a letter shift.
- b. **When senior volunteers are available and it does not affect the operations, the senior employee can leave without being charged under the attendance policy. This time shall be unpaid.**

69. In filling in for daily absenteeism in a department, the Company may recall employees who are laid off under this paragraph, and who have a telephone, on the basis of the seniority of such laid off employees. However, when the Company knows two (2) hours in advance of daily absenteeism in a department, the Company will recall employees who are laid off and who have a telephone on the basis of seniority of such laid off employees. If an employee is recalled or called in on their day off, in accordance with this paragraph, on a Holiday, he will be paid the Holiday premium plus double time and one-half (2 1/2) for work performed on the Holiday.

70. When any other reduction of force occurs in a department, the following procedure will be followed:

- a. Layoffs will be made in the department in line with the Plant Seniority of employees in that department.
- b. Any employee with more than seventy (70) days Plant Seniority who is laid off or furloughed from the department shall be offered the opportunity to replace the employee last hired in the Plant, regardless of department, providing he is capable of performing the job. A loss of more than five (5) days due to curtailment shall be just cause for applying this sub-section.

71. An employee on furlough from his own department for lack of work shall be allowed to request a transfer to fill a vacancy on a specific job in another department when one occurs and still retain the right of recall to his own department providing he makes known at the time of requested transfer that he is desirous of being recalled to his own department when work is available. (No employee shall be allowed to apply this paragraph to his own case more than six (6) times in a calendar year.) Provided, however, that this clause shall in no way supersede the regular seniority provisions of this Contract.

72. For recalls to the department prior to the start of the workweek employees laid off from that department who are on Voluntary Furlough or who are working in other departments in the Plant will be recalled first, in line with their Plant Seniority.

73. Recalls to the department after the start of the workweek will be handled in the following manner:

- a. Employees on Voluntary Furlough from that department who may work (five (5) days, eight (8) hour shifts) or (three (3) days, twelve (12) hour shifts) in that workweek will be recalled first in

line with their Plant Seniority. However, an employee will not be guaranteed 40 hours or 36 hours work under this paragraph.

- b. If no more employees are available under Paragraph 73a., employees who are laid off from the Plant regardless of the department from which they are laid off will be recalled in line with their Plant Seniority.
- c. Adjustments for employees laid off from that department who are working in other departments will be made the following week if the opening still exists. (This applies to Paragraph 72.)

74. In the fulfillment of a temporary vacancy, the employee filling this vacancy will not be permitted to establish permanent rights in the department. This will not affect the rights of any employees under the abolishment clause. At the end of the temporary vacancy, or if curtailment occurs prior to the end of the temporary vacancy, the out-of-department (temporary) employee with the least Plant Seniority will be transferred out.

75. An employee who is furloughed from his own seniority department and who has sufficient Plant Seniority to transfer to another seniority department may:

- a. Go on "Voluntary Furlough" at the time of curtailment in his own department, subject to the following: Voluntary Furloughs may not be taken after 12:00 noon on Friday of that week, (provided assignments made do not establish a permanent department against the respective employee's will). The Voluntary Furlough provisions will apply, except when it becomes necessary to hire new employees into the Plant.
- b. Transfer to a different seniority department (under Article 4 of the Contract) and then later go on Voluntary Furlough provided they have worked at least eight (8) weeks in the new seniority department. However, employees who are furlough transferred to another department who were unable to view the work schedule for the following week, may take a Voluntary Furlough after working in that department one (1) scheduled workweek.
- c. In the event of a furlough from a department, the Company will post a three (3) calendar day notice, or as soon as known if less than a three (3) calendar day notice. This notice will be posted in the affected departments where work schedules are posted and the following procedure will be utilized in granting voluntary furloughs to senior unaffected employees:
 - 1. During cutbacks in a department that result in employees being furloughed from that department to the street, senior employees from that department shall be permitted to take a voluntary furlough, provided the following three conditions are met:
 - a Notification is given to the Company within one (1) calendar day after the announcement, but no later than noon on the final schedule posting day;
 - b Management determines that qualified employees are available to the extent that operational efficiencies are not effected and;
 - c It is not necessary to hire a new employee.
 - 2. A senior employee electing to take a voluntary furlough rather than retain a job shall not be permitted to return to work for four (4) calendar weeks unless recalled to his department or it becomes necessary to hire a new employee in which case the employee shall be required to return.
 - 3. Employees having taken a voluntary furlough as outlined above, and having more seniority than employees working, shall be permitted to return upon giving a five (5) calendar day notice. Any employee giving a five (5) calendar day notice that they are returning to work must return when they are notified where they are being placed in their department.
 - 4. After this four (4) calendar week period, this senior employee may return to the department or plant by giving a five (5) calendar day notice and will not be permitted to

exercise this right again during the curtailment period or while employees remain furloughed from the plant.

76. In either of the above situations it is the responsibility of the employee to notify the Human Resources Department if he wishes to change his status. This procedure will in no way change the meaning or application of the Contract governing the recall of the employee to his own seniority department.

77. When an employee has been furloughed out of the Plant for lack of work and is called back to a department other than his own, he will at that time be allowed to request a Voluntary Furlough.

78. If a person is working in a department other than his own seniority department and is transferred as a result of being furloughed from that department to another department or is furloughed from the Plant, he will have continuous service in the department from which he was furloughed, providing he does not work in another department or is furloughed from the Plant for longer than two (2) weeks, at any one time. Any employee recalled to his department from which he was furloughed must return to his department.

79. If a person in a similar situation is furloughed and transferred to another department as a result of a furnace rebuild, he will have continuous service in the department, providing he returns to the department as soon as the furnace is put back into operation.

80. An employee who transfers to another department but within the Unit, at the request of the Company or to avoid a layoff, shall continue to accumulate seniority in his old department. However, if he is recalled and is physically able to return to his old job in his old department and refuses to return, he then loses all seniority rights in his old department.

81. During a period of curtailment, an employee with less seniority than others on furlough from the Plant who is allowed to continue working because of some requirement of his job can be replaced by a senior employee, if such employee:

82. Is then working in a seniority department other than his own, and can meet the special requirements of the job and expresses his desire to transfer to such job by notifying the Human Resources Office.

83. It is understood that the rights of the transferred employee in this job would be the same as though he had been furlough-transferred under the regular procedure.

Leave of Absence

84. Leave of absence may be granted by the Company, not to exceed one (1) year. If the leave extends sixty (60) days or less, the employee continues to accumulate seniority; if longer than sixty (60) days, seniority does not accumulate after the sixtieth (60th) day of leave, but previous Plant and Department Seniority is not canceled, providing the employee returns to work at the end of his leave or extension thereof. Leave of absence of four (4) weeks or less may be granted by the Department Head. Employees on personal leave of absence beyond the end of the month in which they go on leave may convert to COBRA in order to continue Health Care coverage.

85. The Company and Union agree to comply with the Family and Medical Leave Act (FMLA) of 1993.

86. No leave of absence shall be granted to any employee for purposes of engaging in gainful employment. Employees on leave of absence shall lose reemployment and seniority rights if they engage in gainful employment at another establishment.

87. If an employee in requesting a leave of absence, or an extension of a leave of absence gives a false reason as the basis for his request, he will be subject to immediate discharge.

88. Leaves of absence will be granted by the Company to employees who are elected to serve in a full-time Political Office for said term or terms. They shall continue to accrue seniority during such period or periods of absence.

89. An employee on leave of absence because of illness or injury must furnish the Company a written statement upon request, supporting his need to continue his leave.

90. Employees who have retired under the disability provisions of the Pension Plan and who fully recover from the cause of retirement may be reinstated to the job their seniority rights entitle them. Upon reinstatement such persons shall have all time since their last date of hire credited as seniority including all time spent on Disability Retirement. All time spent on Disability Retirement shall be considered upon reinstatement as time worked for purposes of all benefits provided for under this Contract.

Moving In and Out Of the Unit

91. An employee who has been, or in the future is promoted to a supervisory position or to another job not within the Bargaining Unit, except at time of curtailment, shall continue to hold Plant and Department Seniority which he had at the time of promotion but shall not continue to accumulate seniority. If within sixty (60) days he fails to qualify on the new job, or elects to return to his old department, he shall be returned to his old job without any loss of seniority. If after the sixty (60) day period, he returns to a job in the Unit, he shall be returned to the lowest job in his old department, provided he had worked continuously in a supervisory capacity over his old department. However, if he moved out of his department of seniority during the course of his being a Supervisor after June 1, 1975, he shall displace the most junior employee in the Plant. In either situation, he must have sufficient seniority to exercise such rights. When he starts to work on that job he shall pick up his former Plant and Department Seniority, if applicable, and shall begin to accumulate additional Plant and Department Seniority but shall not be allowed to exercise such former Department Seniority, if applicable, until he is back in the Unit for a period of sixty (60) days.

92. Before the Company severs the employment of any out-of-Unit employee having seniority rights as herein defined, because of his inability to perform the job duties in a satisfactory manner, said out-of-Unit employee shall be entitled to take a job in the Bargaining Unit in the same manner and under the same conditions as provided above for return to the Unit after a sixty (60) day period. An employee may exercise this option for a total of one hundred and eighty (180) days only during the life of the Agreement. However, this time may be extended by mutual agreement between the parties.

93. It is hereby agreed that an employee who has returned to a Unit job shall be permitted to exercise the Departmental Seniority which he has accumulated since the date of such return, in moving to a more desirable job, providing such Departmental Seniority is greater than that of other employees eligible for transfer to the same job. It is understood that this Agreement does not change the intent or application of Paragraphs 91 and 92 above.

94. As provided for in paragraphs 91, 92 and 93 of this Article, any employee who is promoted to a supervisory position or to another job not within the Bargaining Unit after March 2, 1998, will not have any rights to return to the Bargaining Unit after a one hundred and eighty (180) day period. The one hundred and eighty (180) day period will be considered to have begun on the date the employee moves out of the Unit.

95. In the reduction of working forces, no out-of-Unit employee shall displace a regular employee in the Unit.

96. Notice shall be given to the Local Union by the Company ten (10) days in advance of persons going from or coming back into the Unit. Persons will not go from or come back into the Unit until the ten (10) day notice has been given to the Union. This section will not apply to Unit employees going into out-of-Unit jobs for purposes of relief on vacation, leave of absence, or absenteeism, however the Zone Committee person will be notified of each scheduled occurrence. The Steward on the shift will be notified of daily non-scheduled occurrences. All occurrences will be charged toward the 180 days in paragraph 92. Training time required for new personnel as relief for out of unit positions will not be charged to the one hundred eighty (180) day period referred to above.

97. Paragraphs 91, 92, 93 and 94 will not apply when Bargaining Unit employees relieve on out-of-Unit jobs for medical leave relief.

98. Out-of-Unit time will not accumulate towards time to establish a bid job or Employee Transfers.

Mergers and Transfers

99. When new machinery or manufacturing processes are brought into the Plant which replaces or eliminates existing machines or processes, the Company will meet with the Business Committee to discuss the matter, before making a decision on the assignment of this work.

100. Where new operations or major renovations of existing operations are undertaken by the Company which required a stable work force for a defined period of time, the Business Committee will work with the Company, in working out ways to accomplish this mutually desirable objective

101. Whenever the Company indicates that it will transfer, merge, or subdivide the duties of a job or jobs, with another job or jobs in another seniority department, then thirty (30) days previous to the time the actual transfer, merger, or subdivision becomes effective, the Business Committee shall decide the seniority departmental location of said job and the individual employees who shall have the right to assume the duties of said job, provided they are capable of doing the job.

102. The Company shall not merge seniority departments at any time except by mutual agreement with the Business Committee. The Company shall not use the provisions of Paragraph 101 to merge entire departments. The Company agrees that no employee will be directed, requested or forced to cross seniority departments to perform work except when temporary shutdowns occur on an operation, work runs out, or Labor Pool assignments.

103. The Company shall not divide entire seniority departments at any time except by mutual agreement with the Business Committee, provided, however, this shall not prevent the Company from merging or subdividing the duties of a job or jobs as permitted under Paragraph 101 above.

104. Employees so transferred shall continue to accumulate seniority in their old department for a period of twenty-one (21) calendar days. If within the twenty-one (21) day period an employee elects to return to his department, he shall be returned to a job in his old department in line with his seniority. If he continues in the new department for more than twenty-one (21) days, he shall lose all seniority rights in his old department. Employees so transferred will use their former department date. However, employees transferred as a result of any job or jobs transferred, merged or subdivided with jobs in the Wool Factory, will be in accordance with this paragraph. Employees so transferred will use their Plant Seniority Date as their new Department Date.

Labor Pool

105. Employees in the Wool Department are established as a Labor Pool for all other departments. The following procedures will apply to assigning employees from the Labor Pool:

- a. If a forty-eight (48) hour furlough is in effect in any department and the Company is unable to call in sufficient furloughed employees under the procedure set forth in Paragraphs 68 and 69 of this Article, the Company may assign Labor Pool Department employees to fill in for daily absenteeism or to perform other necessary general labor duties in the department, providing such would not cause any reduction of people in the department on the next shift.
- b. If a furlough, other than a forty-eight (48) hour furlough is in effect in any department, Labor Pool Department employees may be assigned to these departments to fill in for daily absenteeism or miscellaneous work that could not cause any reduction of people in that department on the next shift.

- c. If a furlough, other than a forty-eight (48) hour furlough is in effect in any department, Labor Pool employees may be assigned to these departments to fill in on any vacancy of two weeks or less, or on a daily basis, to fill crew complements or perform other general labor duties.
- d. If there is no furlough in effect Labor Pool employees may be assigned on a daily basis to fill any available jobs.
- e. If Labor Pool employees are not being used in other departments, they may be used in the Wool Department.
- f. Before sending home employees in a department within which Labor Pool employees are working the Company will return those Labor Pool employees to the Wool Department.
- g. Employees who are curtailed from their home department and working in the Wool Department, will be sent to their respective home department first, by seniority, for available work when requested (as provided in Paragraph 105 and sub-sections). It is hereby agreed that an employee assigned to his own seniority department from the Labor Pool will not be permitted to use his Department Seniority to move higher rated jobs, unless no other qualified people are available.

ARTICLE 5

Shifting Jobs and Rates of Pay

Hours of Work

106. An employee's workday shall be considered the twenty-four (24) hour period beginning with the start of the employee's shift. The regular workweek shall begin at the start of the first shift after 12:00 Midnight Sunday and shall end one hundred sixty-eight (168) hours later. The normal workweek is forty (40) hours.

107. Any employee reporting for work at his usual time will be guaranteed four (4) hours work in his department or four (4) hours pay at his regular rate unless he has been instructed not to report for work at least two (2) hours prior to his reporting time that day. When the Company calls an employee to inform him not to report for work, a Union Steward must be present. If an employee is requested to hold over for a specified length of time, the employee will be guaranteed work for that specified length of time. Where the number and word four (4) above appear, it shall mean six (6) for persons working normal twelve (12) hour shift schedules.

108. On all special call-ins, the employee will be guaranteed four (4) hours work or four (4) hours pay. Also, on all special call-ins, the employee will be guaranteed a minimum of four (4) hours work, or if he completes the special job in less than four (4) hours, he shall be permitted to go home, and shall be considered as having worked four (4) hours and shall receive four (4) hours at his rate of pay plus any applicable premiums. Where the number and word four (4) above appear, it shall mean six (6) for persons working normal twelve (12) hour shift schedules.

109. If an employee is called in two (2) hours or more but less than four (4) hours before the start of his regular shift he shall be considered to have worked four (4) hours before his starting time. Where the numbers and words two (2) and four (4) above appear, it shall mean three (3) and six (6) for persons working normal twelve (12) hour shift schedules. If he is called in less than two (2) hours before the start of his regular shift, and he continues to work into his regular shift, he shall be paid for the time actually worked before his regular starting time at his regular rate plus applicable premiums. Where the number and word four (4) above appear, it shall mean six (6) for persons working normal twelve (12) hour shift schedules.

110. Paragraphs 107, 108 and 109 shall not apply to cases of emergency such as strikes, floods, earthquakes, fires, tornadoes, energy curtailments, or other disasters, beyond the control of the Company.

111. No employee, unless released for the day, shall be penalized in pay for any period of time after report in for work, exclusive of lunch period on noncontinuous operating jobs.

Work Schedules

112. Except as otherwise permitted hereunder, changes in the work schedule of the department shall be made effective only on the first day of the workweek, and only after notifying the employees concerned and the Union Steward of the department. Supervisors on the shift shall have authority to correct errors in the shift schedule.

113. It is agreed that an employee who is permitted to come in on one of his regular days off in order to make up lost time, will not displace a regular employee on the shift, but rather will be used on other work that is available.

114. The work schedule for the following week for each employee shall be posted by 2:00 p.m. each Thursday and shall not be changed after Friday at 2:00 p.m.. Exceptions will be made for the following reasons: (1) to correct a mistake, and (2) to accommodate production changes.

115. Work schedules for the following week must be posted prior to the time an employee completes his work in the previous workweek, except for those employees working on a rotating A, B, C, D, shift schedule whose work schedule may be affected by shutting down or bringing up production operations to meet production needs.

116. Upon employee request the Company will attempt to accommodate employees expressing shift preference. However, if more than one (1) person is coming into the Department, shift preference will be given according to seniority.

117. An employee who is on his scheduled days off will be informed of any change in his shift or department assignment if the schedule is changed since his last day of work.

Premium Pay

118. Time and one-half the straight time rate will be paid after eight (8) hours in any one workday, except for those employees working normal twelve (12) hour work schedules. Time and one-half will also be paid to employees working more than forty (40) hours in any one workweek.

119. When an employee works on one of his regularly scheduled days off, he shall be paid at the rate of time and one-half the basic hourly rate of the job for work performed on that day. If an employee who has been absent during the week requests permission to make up lost time on his regular day off, and he is permitted to perform work which is available for him in his department, this paragraph shall not apply.

120. When an employee's work schedule is changed from Monday to Friday to another schedule that includes work on Saturday for the purpose of a "clean-out", hours worked on Saturday will be paid at time and one-half.

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

122. All consecutive hours worked in excess of twelve (12) consecutive hours of work will be paid for at the rate of double time.

123. Double time shall be paid for all work performed on the seventh consecutive day in the established workweek.

124. The Company will distribute overtime fairly and equitably among the employees in a department. A Department Roster showing overtime worked and refusals shall be maintained and made available for inspection. The Department Manager, Area Committeeman and a Representative of the Human Resources Department will meet each sixty (60) days or upon request if after sixty (60) days to review the overtime

distribution within that group to bring about an equitable distribution of future overtime and to correct past inequities to the greatest degree possible during the next sixty (60) day period.

125. Where the Union and the Company have agreed upon guidelines for the distribution of overtime, these guidelines will be used to administer overtime fairly and equitably among employees in a department. However, if the Company violates a "major provision" of the guidelines the Company will compensate the wronged employee, lost actual hours of work, at straight time rate. Major provisions are defined as those provisions which give specific direction on how overtime distribution is to be administered fairly and equitably among the employees in a department. Examples of a "major provision violation" are: (1) to offer overtime to a Job Classification other than the one specified in the guidelines; or (2) to offer overtime to a shift other than the one specified in the guidelines. However, it is understood that unequal distribution of overtime may occur under circumstances such as offering overtime to an employee out of turn or to an employee other than the one with the least number of overtime hours or for other similar provisions in the guidelines which are purely "distribution". Under these circumstances the sixty (60) day review will be utilized.

126. When a situation is brought to Management's attention at least one (1) hour prior to the start of the overtime period in question, that the lowest overtime employee who is capable and available and has not been selected, Management will make the assignment change, provided there is no adverse effect on the operation. Any changes in assignments will be done without being subjected to a grievance from the employee originally assigned the overtime. If it is reasonable and practical to make the change within the hour, it may be done consistent with the grievance waiver stated above.

127. There shall be no duplication or pyramiding in computing premium pay and/or overtime pay. Hours on which overtime or premiums have been paid will not be considered again in computing overtime or premium payments. Hours on which overtime premiums have been paid will not be included in calculating over forty (40) hours per week. Hours on which double time has been paid will not be included in calculating the twelve (12) consecutive hours of work. Where more than one premium or overtime payment is applicable to the same hours of work, the one resulting in the most earning to an employee shall be used.

128. No employee shall be laid off during the week to equalize his time and no employee's work schedule will be changed after the workweek starts, to avoid the payment of overtime.

Shifting Jobs and Rates of Pay

129. In cases of transfer at the Company's request to an established job other than the job normally performed by an employee, he shall be paid at the rate of the job from which he was transferred or at the rate of the new job whichever rate is higher, provided however, that if he is transferred hereunder to a higher rated job for a total of more than four (4) hours in a shift, he shall be paid the higher rate for the entire shift. In no case, however, will the employee be paid the higher rate for less than two (2) hours. This paragraph will not apply to time spent on normal daily relief.

130. When there is no work for the employee on his regular job and he accepts work on another job where work is available rather than go home, he will be paid the rate of the new job. However, this will not detract from any other rights the employee has under the Contract.

ARTICLE 6 Settling of Disputes

131. Any difference, disagreements, or disputes which arise as to the interpretation or application of the Agreement as to the rights of the Company, the Union, or the employees thereunder shall be hereinafter referred to as a grievance. The Company and the Union agree to make a sincere and honest effort to settle grievances as outlined in the following Grievance Procedure.

132. In any dispute between the Company and the Union regarding the arbitrability of a grievance filed

concerned with the Newark Plant Operations, except the transfer of operations to other Plants within the Corporation, the question of arbitrability shall be subject to the Grievance Procedure and Arbitration. However, in order for the Company or the Union to raise the issue of arbitrability before the Arbitrator, it must present and discuss the issue during Steps 1, 2, 3, 4 or 5 of the Grievance Procedure. Where the issue of arbitrability is raised, it will be presented for hearing in Arbitration together with the merits of the grievance.

133. The Company agrees to meet the Business Committee representing the Local concerned, whenever necessity requires, to discuss matters affecting the mutual relationship of the Company and the Union. Such meetings shall be held at times which suit the reasonable convenience of both parties.

134. There shall be no strike, lockouts, or cessation of work by either party in violation of this Agreement; however, no employee will be required to cross an authorized A.F.L.- C.I.O. picket line and no reprisals will be taken against any employee for not crossing such a picket line.

135. The purpose of this paragraph is to provide an orderly method for the settlement of all grievances. Grievances shall be presented and processed in accordance with the following Steps:

136. **Step 1.** If an employee has a grievance, he shall, within three (3) working days from the date the grievance arises, present it to his immediate Supervisor and Shop Steward for discussion and settlement. The Supervisor shall give the employee his decision on the grievance within three (3) working days after it has been presented to him.

137. **Step 2.** If the grievance is not settled in Step 1, the employee and Shop Steward may refer the matter to the Zone Committeeman for investigation. If the Committeeman and Steward consider the grievance just, they shall reduce all facts concerning the grievance in writing, and present it to the employee's Department Head for discussion and settlement within seven (7) days after the completion of Step 1. When a grievance is reduced to written form, the Zone Committeeman shall indicate the date and participants during Step 1. If for any reason Step 1 was not held, the reason should be so stated.

138. In reducing the grievance to writing, the Zone Committeeman and Steward shall set forth with reasonable clearness the nature of the act or acts on which the grievance is based, the time when such acts occurred, the identity of the jobs and employees covered by the grievance, the provisions of the Contract which have been violated and the remedy requested.

139. The employee's Department Head shall give the Zone Committeeman and Steward his decision on the grievance within seven (7) days after it has been presented to him. The Department Head's answer shall be reduced to writing and shall set forth with reasonable clearness the facts and the provisions of the Contract on which his decision is based.

140. If a grievance is appealed to the next Step or any subsequent Step of the Grievance Procedure, the basis of such appeal shall be set forth in writing by the appealing party. The answer of the other party shall also be set forth in writing.

141. **Step 3.** If the grievance is not settled in Step 2, the Business Committee shall refer the matter to the Human Resources Manager or his designated Representative. The Chairman of the Business Committee and the Human Resources Manager or their designees will schedule a Step 3 Grievance Meeting on an as needed basis to discuss and settle grievance matters pending at this Step, as well as other matters of mutual benefit and concern.

142. **Step 4.** If the grievance is not settled in Step 3, the Business Committee shall discuss the matter with the International Representative of the Union and they shall, within seven (7) days after receiving the Company's reply in Step 3, present the grievance to the Plant Manager, or his designated Representative, for discussion and settlement. The Plant Manager, shall give the International Representative of the Union his decision on the matter in writing within seven (7) days after it has been presented to him.

143. **Step 5.** If the grievance is not settled in Step 4, the International Representative shall, within seven

(7) days after receiving the decision of the Plant Manager, or his designated Representative, refer the matter to the International President of the Union, or his designated Representative and the Business Committee, and such person or persons as shall be designated by the Company, as the last Step in the Grievance Procedure for discussion and settlement. The proceedings set forth in this Step shall be terminated thirty (30) days after the date on which the grievance is referred to this Step, unless extended by written agreement.

144. The Company shall from time to time notify the International President of the name or names of the person or persons who will represent them in the last Step of the Grievance Procedure.

145. **Step 6.** If a grievance is not settled pursuant to the procedure set forth in Step 5, and either party desires to submit the grievance to Arbitration, it shall within ten (10) days after the termination of Step 5 of the Grievance Procedure so notify the Director of Labor Relations of the Company and the International President of the Union, in writing, setting forth the matter in dispute which may then be submitted to Arbitration.

146. If the Director of Labor Relations and the International President of the Union are unable to agree upon an Arbitrator within five (5) days after the notice of Arbitration has been received, then either party may request the Federal Mediation and Conciliation Service to submit duplicate lists to the parties of Arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall then alternately strike Arbitrators until an Arbitrator is selected.

147. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Contract, to change premiums for jobs or to set or change standards of production.

148. The language of the Contract as a whole shall be controlling to determine the intent of the application of the Contract of the question being arbitrated; however, the Joint Conference Minutes may be referred to in interpreting the Contract language.

149. The decision of the Arbitrator shall be rendered within thirty (30) days after the close of the hearing, and such decision shall be final and binding on both parties.

150. Regardless of the outcome of any matter submitted to Arbitration, the costs of such Arbitration shall be borne equally by the Company and the Union. Such costs shall be limited to the Arbitrator's fees and expenses and charges of the Federal Mediation and Conciliation Service. Charges for stenographic fees and expenses shall be borne by the party ordering such services.

151. The time limits set forth above can be extended by mutual agreement of the parties. (Applicable also to Article 3, Paragraph 24.)

152. Grievances involving retroactive pay may be made retroactive to the date of the occurrence of the grievance but not more than six (6) days prior to the date of the filing of the grievance with the Company. Grievances which are resolved and involving a payment, will be paid within a reasonable period of time after it is resolved.

153. However, if at the end of a thirty (30) day trial period, a grievance is filed claiming a rate for a newly created job, or a newly created rate established after a change in an existing job is unsound or inequitable, the grievance will be made retroactive to the beginning of the trial period.

154. This section shall not change the meaning or intent of Article 4, Paragraph 57.

155. The Company shall have the equal right to present a grievance under this Article.

156. The Union and the Local hereby agree to assist the Company, upon the Company's request, in procuring competent workmen to fill the places of any employees who violate or refuse to abide by the Contract.

157. The Company and the Union will meet on a monthly basis to discuss items of mutual concern

and/or interest. Such meetings will be scheduled after the Step 4 Grievance Meeting or at a time which is convenient for both parties.

158. The Company shall meet with the Local Union Executive Committee and the International Union Officers at least once every eighteen (18) months for the purpose of discussing Contract problems of mutual concern. All lost wages incurred by the Local Executive Committee during these meetings shall be paid for by Management the same as Grievance Step Meetings and Labor Management Meetings.

ARTICLE 7

Disability Provision

159. Disabled employees by reason of physical disabilities or infirmities may, upon agreement between the Business Committee and the Company, receive a special rate or be placed on another job so as to provide work for them. An employee placed on another job under this paragraph will be permitted to transfer off this job only with the mutual agreement of the Company and the Business Committee.

160. The Company and the Union agree to cooperate in efforts to comply with the Americans With Disabilities Act of 1990 (ADA). Towards this end, the parties will make an effort 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 and will be done on a non-precedent setting basis for the parties.

161. In case employees have received injuries or suffered respiratory ailments as a result of working for the Company, and are not able to work on their regular job, they shall, if they are able to work, continue to be employed by the Company at a job mutually agreed to by the Company and the Union, or its Representatives, in line with their seniority.

162. In the event of the application of Paragraph 161, pertaining to employees who are disabled by injuries as a result of working for the Company, or who have suffered respiratory ailments as a result of working for the Company, such person shall have the advantage of his Plant Seniority in the event of a reduction of force within the department. In effect, a person on a job as a physically disabled person, under Paragraph 161, could have two seniority dates as follows: (a) Plant Date, regardless of where he is working, and (b) Plant Date at time of curtailment in relation to the job he is on. If a person were on a job his disability permitted him to perform, he would be allowed to remain on such job until such time as his Plant Date equaled the Furlough Date of the department.

163. An employee placed on a job under the provisions in Paragraphs 159 and 161 will be required to have their physical condition reviewed by the Plant Doctor on an annual basis.

ARTICLE 8

Sunday Work

164. Recognizing the need for continuous operation, the Union agrees to continuous operation for the life of this Contract. Any employee who is opposed to working on Sunday, because of his religious beliefs, shall not be compelled to work on Sunday, or any other recognized religious holiday under the continuous operation plan, nor shall he be discriminated against because of such religious beliefs.

165. Time and one-half of the basic hourly rate of the job performed shall be paid for work performed on Sunday, which shall cover a twenty-four (24) hour period beginning at 6:30 a.m. Sunday morning and ending at 6:30 a.m. Monday morning. There shall be no pyramiding of premium payments in this Agreement, and where two or more premium payments are applicable to the same hours of work, the one which results in the most earnings to the employee shall be used.

ARTICLE 9
Holidays

166. Double time and one-half (2 1/2) will be paid for work performed on the following holidays for all hours observed:

New Year's Day	24 hours
President's Day	24 hours
Good Friday	24 hours
Memorial Day	24 hours
Fourth of July	24 hours
Labor Day	24 hours
Thanksgiving Day	24 hours
Day after Thanksgiving	24 hours
Christmas Eve	24 hours
Christmas Day	24 hours
New Year's Eve	24 hours

167. When any of the above mentioned holidays falls on Sunday, it will be observed on the following Monday, and the premium pay will be paid for work performed on the day observed, however, Christmas Eve, Christmas, New Year's Eve and New Years will be observed on the days they actually fall.

168. All full-time employees who are scheduled to work on the holidays listed in Paragraph 166, who do not work during the holidays because the operations are curtailed or partially curtailed shall be paid for scheduled hours not worked at the employee's base rate of pay. Such pay shall be counted as a day worked for the purpose of computing overtime during the workweek. This paragraph is subject to the language in Paragraph 169 a, b and c.

169. All full-time non-probationary employees who are not scheduled to work and do not work during the holidays listed in Paragraph 166, shall be paid their normal shift at their base rate. Such time paid shall not be counted as hours worked for daily or weekly overtime. No employee as defined above shall be entitled to more than one holiday payment of their normal shift during any one holiday period. This paragraph is subject to the following conditions:

- a. Such employee must work, or be available for work on his regularly scheduled working day, next preceding and next following the holiday. However, if an employee is off on only one of these days and his absence on that day is for a justifiable reason, he will receive holiday pay. If an employee is off on one or both days because of sickness which is substantiated by a doctor's statement, the employee will receive holiday pay.
- b. No payment will be made for holidays not worked, to employees on sick leave, leave of absence for any reason, or furlough, or layoff. Employees on sick leave will be eligible for holiday pay provided the holiday falls in a week in which their vacation has been scheduled. This vacation week must be scheduled in accordance with the established procedures and by February 1 of the vacation year. In case of a curtailment for forty-eight (48) hours or less, holiday pay will be granted, providing the employee complies with all other conditions of this paragraph and Paragraph 168.
- c. No payment will be made for holidays not worked, to an employee who is scheduled to work on a holiday but fails to do so.
- d. An employee recalled from furlough during the workweek in which a holiday falls, will be paid the holiday pay (the employee's normal shift at base rate) provided he works his last scheduled day before the holiday in the previous workweek and his next scheduled day after the holiday.

170. Any employee normally scheduled to work on a holiday will work the holiday unless the Company gives him at least forty-eight (48) hours' prior notice that he will not work on the holiday. Notice shall be

given no later than the employee's last regularly scheduled workday. This paragraph shall not apply in cases of emergency as outlined in Paragraph 110.

171. When Christmas Day and New Year's Day fall on Sunday, it will be observed on that day, in accordance with this Article, however, triple time will be paid for work performed on those days.

172. The Company and the Union have discussed the possibility of allowing senior employees by Plant Seniority, the option of working or taking off on a holiday, when the Company partially curtails operations on that day. The Company could not agree to do this across the entire Plant, but it did commit to continuing the procedure where they have already been worked out in particular areas. Also, if other areas of the Plant can work this out, so that efficient operations can be maintained, they will be allowed to do so, provided such procedures are reviewed by the Business Committee and the Human Resources Department.

173. It is the Company's intent to not change employee's normal scheduled days off in a workweek in which a recognized Holiday falls. However, this in no way limits Management's rights to change employee's schedules in accordance with the Contract due to business reasons or other operational requirements.

174. An employee who is working twelve (12) hour shifts and who is sent home after working eighteen (18) consecutive hours because of a shift change from 2nd shift Sunday to 1st shift Monday, shall be paid for the scheduled hours not worked at the employee's base rate of pay when Monday is a holiday.

ARTICLE 10

Union Services

175. The Company agrees not to discriminate against any member of the Union for services rendered as an Official or Committeeman of the Glass, Molders, Pottery, Plastics & Allied Workers International Union, AFL-CIO, CLC and will grant them leaves of absence when obligated to leave their work on official business for the Local Union. In turn, the Union agrees, within reason, not to embarrass the Company in its production schedules with such requests.

176. The time which the employee spends on such leave will not be considered in computing the 1040 hours of work required in order to be eligible for a vacation. However, such time will be considered as continuous service with the Company for the purposes of determining the length of any earned vacation for which he may become eligible, and for determining his seniority, his right to Service Awards, and his Retirement Benefits, but not his termination of service benefits, under the Pension Plan. He may also during such time elect to continue in effect his Health Care by paying the regular premiums as they become due.

177. When an employee is called to full-time service by the Glass, Molders, Pottery, Plastics & Allied Workers International Union, AFL-CIO, CLC or is elected, or appointed, to Federal, State, or Local Office, he shall be granted leave of absence of up to five (5) years and must renew his leave of absence for each additional five-year period. Upon termination of such Union or Political duties, he may return to work covered by this Agreement, taking his position on the seniority list indicated by his years of service, including time spent on such duties for which leave was granted. He will be returned to his Home Department, shift, bid classification, and former job where it is practical, provided he has sufficient seniority and is a member in good standing.

ARTICLE 11

Equipment Supplied

178. The Company agrees to furnish special tools, protective hearing devices, protective clothing, foul weather gear and other equipment, including gloves, when such items are reasonably necessary for the protection of the health, safety, or person of the employee, or to protect the employee's clothing from becoming destroyed or damaged. When safety glasses are required by the Company, prescription or plain

safety glasses shall be supplied at no cost to the employee. The employee shall supply the prescription.

179. The Company agrees to furnish coveralls to employees assigned to the following jobs in the following departments while they are performing such jobs.

Engineering Departments:

Oilers

Wool Department:

Melting Technician

Binder/Water Reclaim Group Leader

Binder Operator

Chemical Process Operator

Batch Technician

Machine Operator

Forming Attendant

Pipe Insulation Factory:

The Company will provide coveralls to:

Forming Process Operator

Aeroflex Department:

Group Leader

Machine Operator

Machine Attendant

Rules governing use of coveralls will be worked out between the Company and the Union.

180. All items to be supplied as required in Paragraph 178 and 179 of this Article, shall be first quality, proper size, always in good repair and clean. The Company shall at all times have on hand sufficient supply of such items so as to provide same when needed.

181. In addition to providing coveralls as specified above:

- (a) The Company will also provide a shoe allowance of \$125 paid each year during the month of March to the Binder Room and Batch House Operators and Batch Attendants as is reasonably necessary.
- (b) The Company will also provide one (1) set, (coat & pants) Insulated clothing, once per contract term for all active Warehouse and Sourcing department employees.

ARTICLE 12 Military Clause

182. Any regular employee who is inducted for training and service under the Uniformed Services Employment and Reemployment Rights Act of 1994 shall have such reemployment and other rights and privileges as are provided by said Act and any amendments thereto.

183. A returning veteran will be placed on a job in accordance with the law. Subsequent moves from this position will be made only by way of the Bidding Procedure unless transfer to another job becomes necessary, because of curtailment in the department to which he is assigned. In order to make a place for an inducted employee upon his return to the Company, necessary adjustments in personnel may be made.

184. In addition to crediting the time spent in Military Service for vacation and seniority purposes, such time shall be credited for Retirement Benefits and termination of service benefits under the Pension Plan.

ARTICLE 13

Vacation

185. The amount of vacation and vacation pay which each employee will receive will be based on his length of service with the Company, or his seniority, whichever is greater. Wherever "Service" is referred to in this Article, it will mean "Service or Seniority, whichever is greater".

186. The amount of vacation pay which he will receive will be forty-four (44) hours, computed under provisions of 223 for each week of vacation.

187. All employees covered by this Contract who worked 1040 hours or more during the first year of employment, shall on their first anniversary date be entitled to one (1) week's vacation with pay. The amount of vacation pay which he will receive will be forty-four (44) hours, computed under the provisions of Paragraph 223.

188. An employee who worked 1040 or more hours during a calendar year and who on January 1 of the following calendar year has completed one (1) year of service will be eligible for a vacation of one (1) week during the latter calendar year. The amount of vacation pay which he will receive will be forty-four (44) hours, computed under the provisions of Paragraph 223.

189. An employee who worked 1040 or more hours during the prior calendar year and who on the first day of the following calendar year has completed three (3) years of service, will be eligible for a vacation of two (2) weeks during the latter year. An employee who worked 1040 or more hours during the prior calendar year and completes three (3) years of service during the following calendar year, will be eligible for a vacation of two (2) weeks after he completes his third year of service in the latter year. The amount of vacation pay will be eighty-eight (88) hours, computed under the provisions of Paragraph 223.

190. An employee who works 1040 or more hours during the prior calendar year and who on the first day of the following calendar year has completed seven (7) years of service, will be eligible for a vacation of three (3) weeks during the latter year. An employee who worked 1040 or more hours during the prior calendar year and who completes seven (7) years of service during the following calendar year, will be eligible for a vacation of three (3) weeks after he completes his seventh year of service in the latter year. The amount of vacation pay will be one hundred thirty-two (132) hours, computed under the provisions of Paragraph 223.

191. An employee who works 1040 or more hours during the prior calendar year and who on the first day of the following calendar year has completed fifteen (15) years of service, will be eligible for a vacation of four (4) weeks during the latter year. An employee who worked 1040 hours or more during the prior calendar year and who completes fifteen (15) years of service during the following calendar year, will be eligible for a vacation of four (4) weeks after he completes his fifteenth year of service in the latter year. The amount of vacation pay will be one hundred seventy-six (176) hours, computed under the provisions of Paragraph 223.

192. An employee who works 1040 or more hours during the prior calendar year and who on the first day of the following calendar year has completed twenty-five (25) years of service, will be eligible for a vacation of five (5) weeks during the latter year. An employee who worked 1040 hours or more during the prior calendar year and who completes twenty-five (25) years of service during the following calendar year, will be eligible for a vacation of five (5) weeks after he completes his twenty-fifth year of service in the latter year. The amount of vacation pay will be two-hundred twenty (220) hours, computed under the provisions of Paragraph 223.

193. Employees eligible for two (2), three (3), four (4), or five (5) weeks vacation who work more than 520 hours in the prior calendar year, but less than 1040 hours, will receive vacation pay in the present calendar year in a ratio of hours worked to 1040 hours, and then multiplied by the amount computed under the provisions of Paragraph 223. As for time off, the same ratio will be multiplied by the number of vacation weeks the employee would be eligible had he worked 1040 hours, however, only full weeks of vacation may be taken, (Example: (1) computation - 3.4 weeks - employee would be eligible for three (3)

weeks of vacation; (2) computation - 3.6 weeks - employee would be eligible for four (4) weeks of vacation.)

194. If an employee was unable to work during some part of the eligibility period (as outlined above) because of sickness or accident (as recognized by our Health Care Plan), such time will be counted as "hours worked" at the rate of eight (8) hours per day or forty (40) hours per week.

195. Time spent on medical leave, referred to in this Paragraph, even though the leave extends beyond 26 weeks, will apply towards the eligibility period for vacation the following year provided the employee works at least two (2) weeks of the eligibility period. An employee on medical leave, who does not work any part of the eligibility period in the prior year, will be eligible for 1/2 his vacation up to two (2) weeks in the year in which he returns, provided he works a minimum of six (6) consecutive months."

196. The vacation season will be the calendar year. Employees who complete one (1) year, three (3) years, seven (7) years of service or fifteen (15) years, or twenty-five (25) years of service by January 1, may take their vacation at any time during the calendar year. Minimum vacation quotas will be established by January 1 of the vacation year.

197. Individual vacations may be taken at such times during the year as requested by the employee, with due consideration to the operation of the Plant. Vacation time shall be granted on the basis of Plant Seniority. To take full advantage of seniority, each employee must express his vacation time preference by February 1 of the vacation year. Employees will be notified by February 15 of his vacation status. All vacations must be concluded before December 31. All vacation requests must be made to the Supervisor no less than two (2) calendar weeks preceding the vacation period. A Unit employee filling in for a Supervisor will not be cause for reducing the number of employees scheduled to be off at one time for vacation. A Unit employee filling in for a Supervisor on vacation will not be cause for reducing the number that would normally have been scheduled off, even though this number is above the minimum complement. The senior employee denied a vacation at a time a Unit employee is filling in for a Supervisor on vacation, and who had requested that week of vacation during the January scheduling time, will be permitted to take his vacation that week.

198. Employees who have vacation eligibility during the last three and one half (3½) months of each year, will submit their requests by September 15 of each calendar year.

199. Any employee who has complied with the requirements of this Article and who is on furlough as of January 1 will be granted his vacation pay, providing such employee gives the Company one (1) week's prior written notice.

200. Any employee who has obtained permission of his Department Supervisor may combine two (2) consecutive vacation periods in the following manner. Those eligible for one (1) week's vacation may take such vacation in the period immediately prior to December 31 of the year in which such vacation is due. Vacation time earned in that year may be taken as of January 1 of the following year. Thus providing one (1) continuous vacation of two (2) weeks or more as the case may be.

201. Vacations may be taken in one continuous period and insofar as practical will be given to precede or follow the regular day off.

202. If a holiday occurs during an employee's vacation time he shall be granted either one (1) or two (2) additional days of vacation with pay or an additional one (1) or two (2) days of vacation pay. In order for an employee to be entitled to such extra pay or days of vacation, the holiday must occur during his vacation period, and one (1) or more shifts on which he would normally be scheduled to work, if he were not on vacation. (If a holiday occurs during an employee's vacation on a day during which he would not normally be scheduled to work he shall receive an additional day's vacation pay, subject to Article 9, Paragraph 169.)

203. Vacation pay must be obtained before the vacation begins and will be issued as a separate check.

204. The vacation period taken by an employee in the prior year shall count as time worked for the

purpose of computing his current vacation, on the basis of eight (8) hours per day and forty (40) hours per week.

205. Hours spent by the Local Union Executive Committee Officials on committee work during regularly scheduled work hours will be counted toward the requirement of 1040 hours for vacation eligibility.

206. Anyone who has earned a vacation, but is furloughed or laid off because of low Plant activity will, if he so requests, receive his vacation allowance at the time he leaves.

207. An employee who is eligible for a vacation and who has neither had his vacation nor received his vacation pay, who terminates his employment with the Company for any reason, or is terminated by the Company, shall be given the amount of vacation pay due him at the time of his termination.

208. If, for any reason, such as sickness or other unavoidable circumstances, an employee who has earned a vacation is absent from work and wishes the vacation pay due him, he may obtain it by getting in touch with the Human Resources Office.

209. No employee will be permitted to work their vacation unless mutually agreed to by the Local Union and the Company. Employees granted permission to work their vacation under this paragraph will be charged for overtime on his Department Overtime Roster and will be the lowest person on the Shift Seniority Roster.

210. In determining an employee's year of service for vacation pay, time off due to furloughs will be disregarded.

211. The computation of vacation pay for employees covered by this Agreement is outlined in Paragraph 223 which is attached and made a part hereof.

212. Vacation benefits for an employee who quits or is terminated and who has worked 520 or more hours shall be paid in accordance with Paragraph 193 upon quitting or termination.

213. Vacation benefits for which a retired employee or an employee who is placed on Long Term Disability would have been eligible had he continued to work into the next calendar year will be paid immediately, provided all contractual requirements have been met. However, if the employee worked less than 1040 hours, he will receive vacation pay in a ratio of hours worked to 1040 hours, multiplied by the amount computed under the provisions of Paragraph 223.

214. Vacation benefits for which a deceased employee would have been eligible had he continued to work into the next calendar year, will be paid in accordance with the laws of the State of Ohio.

215. The Company and Union agree that there are mutual benefits to be derived from shutting down departments for the scheduling of vacations. They will continue to work toward that end in departments where shutdowns are practical.

216. The Company may shutdown a part or all of the Plant for two (2) weeks each year during the period of May 31 through September 1, or during the Christmas/New Years period, enabling more employees to receive vacation in prime time. The Company will announce its plans for vacation shutdown each year by notifying the Union by written letter and posting bulletin boards in the affected departments by January 1 of each year. If such notices are not posted by January 1 of each year, Paragraph 218 shall not apply.

217. When the Company announces it will shutdown a department for vacation, employees will not be required to take vacation under the following conditions:

- a. Transferred from their Home Department scheduled for a shutdown, at least two (2) work weeks prior to the shutdown date.

- b. Transferred to a Tank Rebuild and are working on the Tank Rebuild during the shutdown period.
- c. Have Bid Relief type jobs in other departments and are working in their Bid Relief job during the shutdown period.

218. When a shutdown is announced, the first week of that shutdown will be considered as vacation time, and paid forty- four (44) hours vacation pay.

219. The second week of the shutdown, if applicable, will be voluntary on the part of the employees, however, these employees taking their vacations during the second week of the shutdown will be paid a four (4) hour bonus added to their vacation pay. For those employees not taking their vacation the second week, they would have the option of (1) going on Voluntary Furlough, or (2) exercising their seniority as provided in Article 4.

220. For employees not in a department scheduled for a shutdown when vacations were scheduled, these employees have the following options: (1) take their vacation with the department during the shutdown period if they have not already taken it; or (2) take their vacation as scheduled, and during the shutdown period employees would have the option of (1) going on Voluntary Furlough, or (2) exercising their seniority as provided in Article 4.

221. For employees in departments scheduled for a shutdown who must take an emergency vacation prior to the shutdown period, the employee may, at the time the shutdown occurs (1) go on Voluntary Furlough, or (2) exercise his seniority as provided in Article 4.

222. For those employees not affected by a shutdown, they shall continue to schedule their vacation time as provided in Paragraph 197.

Computation of Vacation Pay

223. The computation of vacation pay as prescribed in this Article will be as follows:

- a. The hourly vacation pay rate will be calculated on the basis of the previous calendar year's gross earnings, minus overtime premium and suggestion awards, divided by the total hours worked (including vacation hours paid, not to exceed 40 hours per week) during the previous calendar year.
- b. The following will apply where sickness or injury is involved. When an employee works ten hundred forty (1040) hours or more in the prior calendar year, he will be permitted to take his vacation at the beginning of the next calendar year before he returns to work, if the absence from work is due to an injury or to a sickness. Where this Section applies, use Paragraph 223a. in computing the vacation pay.
- c. Any veteran upon return from service, if eligible for vacation and who takes his vacation after one (1) day of work, will be paid at base rate only of the job to which he returns. If such veteran, however works four (4) weeks before taking his vacation, such vacation payment will be paid on the basis of gross earnings, minus overtime premium and suggestion awards for the four (4) week period, divided by total hours worked during this period. The calculated hourly rate will be used in Paragraph 223a. in computing the vacation pay.

One-Day-At-A-Time Vacation Policy

224. The rules for Vacations "One-Day-At-A-Time" will be as follows:

- a. The application of this procedure by Supervision will be non-grievable by the employees or Union; however, if the employee is refused a "one-day" vacation, he may discuss the matter with his Department Manager.

- b. One week (5 scheduled workdays) may be reserved by the employee for one day vacations. Employees working twelve (12) hour shifts may reserve four (4) scheduled workdays for one-day vacations.
- c. An employee who takes a vacation week, one-day-at-a-time by June 1st, will be allowed to take a second week of his vacation for one-day-at-a-time, to be taken between September 1st, and December 31st.
- d. One-day vacations shall be granted on the basis of Plant Seniority. Each employee must express his one-day vacation preferences by February 1 of the vacation year. Employees will be notified by March 1 of his one-day vacation status. One-day vacations scheduled in this manner may be canceled by the Company up to one (1) week prior to the vacation time if such days off are deemed to have an adverse impact on the operation.
- e. All other vacation weeks will be scheduled as in the past.
- f. Seniority will prevail in the scheduling of daily vacation, but once a request is honored by Supervision, no bumping will result for any reason.
- g. No single day vacation will be permitted that immediately precedes or follows a regularly scheduled vacation, or a holiday on which the employee is scheduled to work unless authorized by the employee's immediate or Unit Supervisor.
- h. Daily vacation pay will be considered as normal scheduled hours worked for overtime purpose and for 7th day premium payments, unless paid in accordance with Paragraph 224j.
- i. The payment will be computed as 8.8 hours or 11 hours depending on the employees weekly work schedule for each day at the applicable rate of pay. However, if the employee's immediate Supervisor grants a one-day vacation on a holiday, the employee will also receive his eight (8) or twelve (12) hour holiday pay, provided the employee complies with the provisions of Article 9.
- j. Daily vacation days not scheduled prior to December 1st, will be paid in that week's check.
- k. An employee on daily vacation will not be available for overtime during the 24-hour period starting at 6:30 a.m. on the day of his daily vacation.
- l. An employee will not be permitted to schedule consecutive days in the application of this procedure unless authorized by his Supervisor.
- m. An employee not scheduling one-day vacations in accordance with (d) above may request a daily vacation one week in advance of the day requested.

ARTICLE 14

Emergency Leave

225. An employee who has a death in the immediate family, (mother, father, brother, sister, step-father, step-mother, guardian, step-sister, step-brother, step-children, mother-in-law, father-in-law, employee's grandparents, grandchild and step-grandchild) shall be allowed the necessary time off and will be paid the maximum of three (3) days pay at his average hourly rate. An employee whose spouse or child dies shall be allowed the necessary time off and will be paid the maximum of five (5) days pay at his average hourly rate. Average hourly rate for this purpose shall be: basic hourly rate, plus average shift premium and applicable cost-of-living. This payment will be made even though it was not necessary to take the 3 or 5 days off.

ARTICLE 15
Check-Off

226. The Company shall check-off Union dues on presentation of check-off authority by the employees in accordance with the Law. The Company will then deduct such dues in the amounts certified to the Company by the Secretary-Treasurer of the International Union and once each month send to the International Union and to the Local Union their respective shares as certified by the Secretary-Treasurer of the International Union, and will supply the International Secretary-Treasurer of the Union and the Financial Secretary of each Local Union a list of all members, with their addresses and Social Security Numbers, who have had their dues deducted in the regular dues deduction period. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

ARTICLE 16
Separability Provision

227. If any provision of this Contract shall be held invalid, or in conflict with any Federal or State Law, the remainder of the Contract shall not be affected thereby.

ARTICLE 17
Jury Duty

228. The Company agrees that once each year any worker covered by this Contract who is called for jury service will receive all loss of earnings for his shift excluding Sunday and holiday premiums for each regularly scheduled workday spent on jury duty. Should an employee be scheduled to work the third shift prior to a day of jury duty, he may elect to take that shift off before jury duty or the day of his jury duty, but not both.

ARTICLE 18
Retirement Income

229. It is agreed that the Company's Retirement Pension Plan as amended shall become a part of this collective bargaining Agreement, and shall remain in effect during the life of this Agreement.

ARTICLE 19
Health Care

230. It is agreed that the Company's present Health Care Plan shall remain in effect until **June 30, 2004**. The Company's future Health Care Plans shall become effective on **July 1, 2004**. Employees will enroll in the Health Care Plan of their choice **prior to the effective date of the new plans**.

231. The **Principal Health Care Preferred Provider Organization (PPO)** along with the **Principal Alternative PPO** will be considered the Company's Health Care Plan for the purposes of this Article after **7/1/2004**. In addition to these two (2) plans, the Company will offer a **Consumer Directed Health Care Plan (CDHP)**, called the **Aetna Health Fund**.

232. Effective **7/1/2004** through **12/31/2005**, employee contributions toward their Health Care coverage will be deducted from each employee's weekly pay as noted below.

Those employees choosing the **Principal PPO** will have a weekly payroll contribution of:

Employee	=	\$9.00*
Employee + 1	=	\$13.00*

Employee + 2 or more =	\$20.00*
Those employees choosing the Alternative PPO will have a weekly payroll contribution of:	
Employee	\$27.56*
Employee + 1	\$39.71*
Employee + 2 or more =	\$60.65*
Those employees choosing the Aetna Health Fund will have a weekly payroll contribution of:	
Employee	\$6.23*
Employee + 1	\$22.62*
Employee + 2 or more =	\$34.38*

233. Listed below are some of the highlights negotiated as benefits:

- Life Insurance\$50,000
- Accidental Death & Dismemberment.....\$50,000
- Weekly Sickness & Accident at 60% of employees Base Rate for up to 18 Months
- Dental and Orthodontia Coverage

The maximum Lifetime Benefit was increased to **\$1,650,00.00***.

For more detail, review the health care comparison chart.

Eligibility for Health Care Benefits will continue for three (3) months following the end of the month in which an employee is furloughed, provided the employee pays the appropriate contribution rates.

COBRA will apply as per Federal Law.

***Subject to Medical, Drug and Dental Inflation as outlined in the health care comparison chart with a ten percent (10%) cap effective 2006 and the cap suspended from January 1, 2007 to March 1, 2007.**

ARTICLE 20 Schedule "A"

234. Schedule "A" shall be known as classification of jobs, rates and seniority departments as listed on Pages 89 to 95, and shall become and remain a part of this Contract, unless changed by mutual agreement.

ARTICLE 21 Functions of Management

235. The Management of the Plant and the direction of the working force, including the right to hire, suspend, transfer, promote, discharge, or discipline for just cause, and to maintain discipline and efficiency of its employees, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, in accordance with this Agreement is vested in the Company, except that Union members shall not be discriminated against. If any employee feels aggrieved by any action of the Company in this respect, he shall have recourse through the Grievance Procedure set forth in this Agreement for the adjustment of grievances.

236. It is recognized that the type of products to be manufactured, the location of Plants, the scheduling of production, and the methods, processes, and means of manufacture are Management's functions, providing that the action taken in these regards shall not create conditions which are dangerous to the employees.

237. Nothing herein shall be construed as authorizing a violation of this Agreement or of depriving the Union of any rights granted by law. The above statement of Management functions shall not be deemed to exclude other functions not herein listed.

ARTICLE 22
Training Employees In-Unit and Out-Of-Unit

238. Recognizing the need and opportunities for the Company's employees to advance to higher rated jobs, the Company will provide job advancement through job training for senior employees. These trained employees will advance to higher rated jobs when opportunities exist. It is recognized that it is not always in the best interest of the Company, nor its employees, to do this in every case. Taking these factors into consideration, the Company agrees to use its best efforts in providing such training.

239. To facilitate such training the Company and Union shall establish training committees in each department made up of the appropriate bargaining unit personnel. Development of a system for improving their current process of training employees for bid jobs and enhancement of individual job skills is the objective of these efforts.

240. Employees of the Company or employees of Licensees who are being trained for jobs in Plants other than Newark or for jobs outside the Bargaining Unit at Newark shall be permitted to work on jobs within the Bargaining Unit, provided they are carried as extra employees and under no condition will displace regular employees, or prevent hiring of additional employees.

ARTICLE 23
Negotiated Rates

241. Wage rates for job classifications listed in Schedule "A" of this Contract will remain in effect for the term of this Contract, unless changed by mutual agreement between the parties. Such wage rates shall become effective **February 2, 2004**.

242. If, during the life of the Agreement, a new job is created or significant changes are made in an existing job, the Company shall determine the proper pay band. If the parties cannot reach an agreement on the proper slotting of the job, the Company shall slot the job into the band they feel appropriate. If the Union disagrees with the band placement of the job, the Union may file a grievance in accordance with the Grievance Procedure set forth in Article 6, Settling of Disputes. Such grievance once filed shall go directly to Step 4. Any dispute not settled pursuant to the procedures set forth in Step 5 of Article 6, may be submitted by either party to Interest Arbitration, as provided for under Article 6, Paragraph 147.

243. After the proposed installation is submitted, and if the Union disagrees with the rate so established, the Union may regard the matter as a grievance, to be handled in accordance with the Grievance Procedure set forth in Article 6, Paragraph 135.

244. All new job rates resulting from the slotting of new or changed jobs will become effective at the time the jobs are established.

245. The Company will provide the International Area Office and Local Union Office with copies of the Job Descriptions.

246. Red Circle Rates. When the duties of an existing job are changed, either by eliminating or changing some of its duties to the extent that it is slotted into a lower pay level, those employees who have seniority rights to such job at the time the rate change becomes effective shall continue to receive the same hourly rate of pay for all hours worked on such job, the same as if such job has not been downgraded, and until they are the successful bidders on a different job in the same or in another department. The higher hourly rate which an eligible employee receives under this policy shall be called a "Red Circle Rate".

247. All other employees who work in the changed job after the effective date of such rate change shall be paid the rate agreed upon in the slotting process.

248. The "Red Circle Rate" Policy shall not apply in the following situations:

- a. The elimination of an existing job; and
- b. The creation of an additional job, and duties of which are so materially changed from those of any previously existing job as to justify its being considered as a new job, subject to the Job Posting Procedure.

ARTICLE 24 Job Descriptions

249. The Company will furnish and maintain Job Descriptions for all jobs in the Unit.

ARTICLE 25 Shutdown

250. The Company shall notify the International Union representative and the Local Union 244 Committee ninety (90) calendar days in advance or as soon as possible thereafter of the date of the permanent closing of a covered plant or a recognized seniority department and/or seniority unit in such a plant. If less than ninety (90) calendar days' notice is given, the employees working the ninety (90) calendar day period prior to the actual closing shall be paid for each scheduled work day less than the ninety (90) calendar days that the notice is given. Such pay will be at the number of scheduled hours for that employee's normal workday at his current base rate.

251. In the event such a plant or a seniority department or seniority unit is considered by the Company to be permanently closed, the Company will give eligible employees severance pay determined by a severance formula of forty-five (45) hours pay at the employee's regular base rate for each full year of service. To be eligible, an affected employee must have at least one (1) year of service in the same plant for a permanent plant closing and in the same department for a permanent department closing, and must not have been furloughed for more than twelve (12) consecutive months immediately preceding the permanent plant or departmental closing.

252. The highest permanent base rate held by the employee within the twelve (12) months preceding the closing shall be used to determine the amount of severance to be paid. In the case of a permanent seniority department or seniority unit shutdown, if the eligible employee elects not to take the severance pay, they may elect to retain their seniority and forfeit any claim to the severance pay. Such employees electing to retain seniority will be placed in the plant in accordance with their seniority rights. In no case will severance be paid to any affected employee for shutdowns other than recognized, permanent plant or seniority department or seniority unit closings as described in this Section.

253. Employees working at the time of the ninety (90) calendar day notice will be provided six (6) months of Health Care coverage (exclusive of weekly disability benefits and Life Insurance), or payment to an HMO at the existing Company payments. Such coverage will start at the time of the employee's involuntary furlough or termination. Such Health Care coverage will not be provided to any represented employee for shutdowns other than recognized, permanent plant and/or seniority departmental or seniority unit closings as described above. Should an employee become eligible for coverage under another employer's health care plan, the Company's plan will provide maintenance of benefit secondary coverage.

254. Should the Newark Plant be closed as a manufacturing facility and subsequently be utilized for a different type of manufacturing or warehouse, the Company will recognize the GMP as the Bargaining Agent for work jurisdiction performed under the current Contract. The Company and the GMP will meet for the purpose of negotiating a new Contract suitable for the type of operation being started.

255. No employee who leaves the Company prior to the recognized closing without the Company's written consent will be eligible for severance or extended health care coverage. The Company will, however, consider releasing an employee who has documented evidence of another job, without forfeit of any severance pay or benefits, provided such release does not significantly impact plant operations (e.g. machine efficiencies, new hire needs, excessive overtime, etc.), in the Company's sole discretion. All payments are subject to normal taxes. Employees will be eligible for these benefits only after the employee has signed and returned an individual waiver and release. This waiver and release will be similar to those signed by employees at previously closed Company facilities.

256. Upon request, the Company shall consider for employment any employee severed under this Article at any other plant of the Company represented by the Union. If employed at another plant the employee shall retain his length of service for retirement purposes and vacation credit based upon Company service not to exceed the maximum time given off at the hiring location only providing he meets the qualifications as provided by the Pension Plan. Moreover, said employees rehired from a closed department unit or facility will not be subject to a new probationary period provided they have successfully completed their initial one at the facility experiencing the shutdown. Finally, in order to receive a full benefit at retirement, any lump sum distribution from the Pension Plan prior to retirement must be repaid with interest due as defined by the Pension Plan.

257. If you retire because of a permanent shutdown of a Company facility, your pension benefit is computed according to the normal retirement formula. The calculation uses rate groups and years of service but formula adjustments used to reduce pension for early retirement do not apply.

258. If there is a permanent shutdown of a Company facility, seniority department or seniority unit and you are at least age 50 but less than age 55 on the shutdown date, you will be eligible to receive a pension benefit at your earliest retirement age using the early retirement reduction factors.

259. Any disputes regarding the application and/or interpretation of this Article, shall be subject to Article 6, "Settling of Disputes".

ARTICLE 26

General

260. Whenever male gender is referred to in this Contract, it is understood that it also refers to the female gender.

261. The word "temporary" will be recognized by the Union only when it is for a particular length of time in the given circumstances, and such specification of time is agreed to by the Union.

262. In those cases where the Company decides to work on a twenty-four (24) hour, around-the-clock, two or three-shift basis, and it is impractical to have employees on the shift overlap because of limiting factors such as equipment, space, lack of Supervision, etc., and to permit employees to receive a full twelve (12) or eight (8) hours pay respectively, the Company grants the employees one-half (1/2) hour paid lunch period. This is not in the nature of a premium or penalty payment, and should never be so considered.

263. Each employee will receive one 10 minute break during the first half of their shift and one 10 minute break for the second half of their shift, when working normal eight (8) hour shifts. Each employee will receive one 20 minute break during the first half of their shift and one 20 minute break for the second half of their shift, when working normal twelve (12) hour shifts. If an employee works more than one (1) hour prior to the start of his regular shift, he shall be allowed time for lunch.

264. If an employee is held over for two (2) hours or more, he shall have a paid lunch period after the end of his regular shift.

265. Employees working eight (8) hour shifts will be relieved for lunch during the period beginning two and one-half (2 ½) hours after the start of their shift and be completed two (2) hours prior to the end of

their shift. Employees working twelve (12) hour shifts will be relieved for lunch during the period beginning three and one-half (3½) hours after the start of their shift and be completed three (3) hours prior to the end of their shift.

266. Each employee must take his lunch at the time relief is provided for him.

267. The Company has a policy of requiring that an employee obtain a Green Card from the Medical Department authorizing his return to work in those cases where the employee has been absent from work for a period of seven (7) calendar days or longer due to illness or accident. The Company's procedure for obtaining Green Cards will be that the Green Card must be approved by the Medical Staff. The employee must appear in the Medical Department between 6:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of holidays.

268. Sickness or disabilities that require a Green Card for return to work may need only the nurses authorization/signature for approval to return to work. If, in the nurses opinion, a Plant Physician examination of the employee is required prior to return to work, it will not cause disruption of S & A Benefits and the employee will be required to see the Plant Physician at the next regularly scheduled time. Any employee obtaining a Green Card will return to work upon receipt of a Green Card.

269. Employees who report off prior to or following a vacation period for illness or accident reasons will not be required to obtain a Green Card except for the following reasons:

- a. Unless that employee has actually been on S & A during the vacation period,
- b. And/or unless the period of disability exceeds the vacation period by at least seven (7) calendar days.

270. Paychecks will be available each Thursday at 2:30 p.m. Payroll errors of more than two (2) hours will be paid by separate check within one business workday after the error has been determined.

271. The following agreements are included and made a part of this Contract:

Wages	
1 st Year	3.5 % Base Rate Increase
2 nd Year	3.0 % Base Rate Increase
3 rd Year	1.0% Base Rate Increase

272. **The Company agrees to pay all non-probationary employees on the active payroll as of February 2, 2004 a cash payment of \$1000.00 less all appropriate tax and other regular deductions.**

273. Employees on inactive status at the time of the cash payment will receive the payment upon their return to work provided they work a full scheduled workweek in the first Contract year.

274. **An additional retroactive payment to January 5, 2004 of \$250 will also be paid to those active employees working during this timeframe and who remain active employees on February 2, 2004.**

275. Employees on inactive status the first contract year or failing to work the above stated full scheduled workweek in the first contract year will not receive the cash payment.

276. Active employees will receive the cash payment in the second pay period following February 2, 2004. Inactive employees will receive the cash payment in the payroll week following their completion of the full scheduled workweek.

Cost-of-Living

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

278. The formula used to compute the cost-of-living adjustment is 1.0 cent increase for each 0.5 rise in the Index.

279. In the first year of the Agreement, if the cost-of- living increases more than seven percent (7%), (576.4 on the Index) the Company will pay 1.0 cent for each 0.5 point rise over the Index base of 576.4. The Company will review at the beginning of the quarter after the Index base of 576.4 is reached, the necessary adjustments will be made effective on the Monday nearest June 1, September 1, December 1 and March 1.

280. In the second year of the Agreement, if the cost-of- living goes up more than seven percent (7%), over the B.L.S. Index published and in effect on March 1, 2005, the Company will pay 1.0 cent for each 0.5 point rise over the seven percent (7%) Index point. The Company will review at the beginning of the quarter after the Index goes up seven percent (7%), and necessary adjustments will be made effective on the Monday nearest June 1, September 1, December 1 or March 1.

281. In the third year of the Agreement, if the cost-of- living goes up more than seven percent (7%), over the B.L.S. Index published and in effect on February 28, 2006, the Company will pay 1.0 cent for each 0.5 rise over the seven percent (7%) Index point. The Company will review at the beginning of the quarter after the Index goes up seven percent (7%), and necessary adjustments will be made effective on the Monday nearest June 1, September 1 or December 1.

ARTICLE 27

Health and Safety

282. The Company recognizes the need and importance of an effective Health and Safety Program and shall provide such a program together with adequate First-Aid facilities.

283. The Company agrees to meet with the Union Health and Safety Committee on the third Tuesday of each month to discuss problems arising in this area. The Plant Manager shall make himself available to meet with the Committee quarterly. (Complete minutes of the meeting shall be given to each member of the Safety Committee.)

284. No employee will be required to lift a weight greater than that consistent with the capabilities, health, and safety of the employee.

285. Employees with temporary medical restrictions will be provided work by the Company in accordance with the transitional work plan.

286. Should an employee believe that he is being required to work under conditions which involve an immediate danger to his safety beyond the hazards inherent in the particular operation in question, he may request a meeting with his Union Steward and Supervisor, who shall determine whether or not such danger exists.

287. The following procedure shall be followed by the Supervisor and Steward in determining whether or not a danger exists:

- a. The member of the Safety Committee, if available, on that shift will be called and consulted on the problem. If no solution is reached, the employee may elect to perform the job, or if he refuses to perform the job the Supervisor may transfer the employee to another job or send him home, while further attempts are made to reach an agreement as to whether or not such danger exists. If the employee is sent home and it is later agreed or determined by the Plant Manager that a danger did not exist, the employee shall return to work without being reimbursed for pay lost. If, on the other hand, the employee was sent home and a danger did exist, the employee shall be entitled to recover pay for lost time.

- b. The Plant Safety Supervisor and/or Department Head (and a member of the Safety Committee) shall be called to hear and review the problem. If again this does not result in settlement of the problem, then:
 1. The Human Resources Manager and/or Industrial Relations Manager may be called in on the problem. If the problem is not settled, then:
 2. The Plant Manager shall be called upon to render a final decision as to whether or not a danger exists.
- c. Nothing contained herein shall in any way impair the right of the Union or the employee to grieve at any time over safety problems or hazards.

288. The Company and Union shall cooperate to insure compliance with all Health and Safety Legislation; and encourage all employees to use the Grievance Procedure to resolve problems concerning health and safety, other than those safety hazards covered in Paragraph 285 of this Article. The Company agrees to allow Union Representatives to inspect accident reports and OSHA forms. Safety Environmental Surveys, Readings and Findings will be explained to the Union upon request at a mutually agreeable time.

289. The Company will give due consideration to the Union Safety Chairman's request to conduct joint inspections of major equipment or process installations.

290. The Company shall assist the employees injured at work in filing a SI-2 Form with the Industrial Commission. A copy of the SI-2 and C-50 Forms shall be made available upon request by the employee.

Employees Injured On The Job

291. Should an employee be injured while performing the duties required for his job, and sent home at the discretion of the Medical Department, or sent home from the hospital, he shall receive payment of all loss of earnings for that day. If an employee is injured while at work and as a result, cannot perform his own job, but is capable of performing a lower-rated job, he will be placed on the lower-rated job, but will be paid the base rate for his regular job for balance of the shift.

292. If an employee becomes ill while performing his job and is sent to the hospital at the direction of the Company and is later sent home from the hospital and it was determined that the illness was caused as a direct result of his job and therefore covered by Workmen's Compensation, he shall receive payment of all loss of earnings for the balance of his shift. This does not preclude the Medical Department from making this determination without going to the hospital.

293. Should an employee who has been injured on the job, lose time because the Company or Industrial Commission has scheduled him for an examination, the Company will pay the employee his hourly rate of pay for the hours lost.

294. Should an employee who has been injured on the job, lose time because the Industrial Commission has notified him to attend a hearing on his regularly scheduled workday, the Company will pay the employee his regular base rate of pay for each regularly scheduled workday spent attending the hearing.

295. When scheduled for an Industrial Hearing or a physical exam as indicated in the above paragraphs, employees will not be required to work within the time period eight (8) hours preceding or six (6) hours following the scheduled hearing or exam time. Employees will not be expected to work for two (2) hours or less.

296. Employees who are scheduled by the Company to take a periodic physical examination, will be paid for the actual time spent at an examination, but not less than four (4) hours pay at the applicable rate.

297. When an employee has been on Medical Leave of absence for six (6) months or longer, receives authorization by the attending physician to return to work, he shall, within twenty-four (24) hours of such authorization, notify the Medical Department of his impending return and be scheduled for a physical the

next regular business day. Such employee will be compensated four (4) hours at his regular base rate, provided he has been denied the opportunity to return to work because of his being requested to receive a physical examination and Health Care benefits have been discontinued.

298. The Company and Union agree that for the best interests of the health, safety and welfare of our work force, periodic chest x-rays are necessary. The Company will continue to give chest x-rays to its employees when necessary, and provide copies to the employee's personal physician upon request in order to avoid multiple x-rays being given within a short period of time.

299. The Company agrees that prior to implementing major changes in its periodic physical examination program, or instituting additional medical testing procedures, it will notify the Local Union and the International Representatives to discuss the changes.

ARTICLE 28

Shift Differentials

300. Employees working on the second shift shall be paid a premium of thirty-one cents (\$.31) per hour.

301. Employees working on the third shift shall be paid a premium of thirty-eight cents (\$.38) per hour.

302. Employees assigned to a twelve (12) hour shift shall be paid a second shift premium of forty-eight cents (\$.48) for all hours worked on the second shift.

ARTICLE 29

Non-Discrimination

303. The Company and Union mutually agree that there shall be no discrimination against any employee or job applicant in the administration or application of this Contract because of race, color, creed, national origin, age or sex.

ARTICLE 30

Successors and Assigns

304. This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business is sold, transferred, or taken over by sale, transfer, receivership, or bankruptcy proceedings, such business shall continue to be subject to the terms and conditions of this Agreement. In the event the entire business is leased, or taken over by lease assignment to another entity, or to a third party, such business shall continue to be subject to the terms and conditions of the Agreement. The employer shall give notice of the existence of the Agreement to any purchaser, transferee, lessee, assignee, etc., of the entire business covered by the Agreement. Such notice shall be in writing, with a copy to the Union, not later than the effective date of sale.

**JOINT CONFERENCE MINUTES
2004 - GMP**

Article 2 - Recognition

305. The Company recognizes as Bargaining Unit work, the work that has been performed in the past and any materials or substitute materials used to perform this work. However, both parties recognize that the manufacture of fibrous glass products is a constantly changing process. To accommodate these changes, and to be able to bring new equipment and processes into the Newark, Ohio Operations, the Company will use sound business practice, giving full consideration to utilizing Bargaining Unit employees on new equipment and processes, in order to be able to provide the greatest number of steady jobs for all employees at the Newark, Ohio Operations.

Article 2 - Recognition

Letter of Intent, No. 1

306. During the 1989 Contract Negotiations, extensive discussions were held on the subject of contracting out of work. It was again pointed out and recognized that the Union desired to retain all work normally performed by Bargaining Unit employees. In addition, it was recognized that at times the Company's operating requirements necessitate the contracting out of such work after reviewing the decision in light of sound business practice.

307. In light of these discussions, the Company committed to pay particular attention to those items of concern brought out during this conference.

Letter of Intent, No. 2

308. Recognizing the Company's intent and the Union's desire to perform all work covered under the jurisdiction of this Contract, the Company agrees to cooperate with the Local Union during the term of this Agreement towards this goal. This cooperation will include the Company reviewing the type of work previously subcontracted with the intent of determining work that could be performed by Bargaining Unit employees in the future. This review will factor in sound business practices with the objective of maintaining a uniform work force. This cooperation will be an effort by both parties exploring all alternatives to subcontracting.

Article 4 - Seniority

309. The Company shall retain its right to make job assignments within a Job Classification. Whenever a job vacancy occurs however, a senior employee within the same classification will be permitted to move to the vacancy wherever it is practical.

310. Past practices will be followed at time of curtailments concerning senior employees staying on their shifts.

311. When two different shift schedules are established in a department due to curtailment, an employee may work his preference to remain on his Job Classification.

Letter of Intent, No. 1

312. In order to provide for efficient operations, it is recognized that Management must structure jobs in the most efficient manner. This may require the transfer, merger or subdivision of jobs with other jobs in another seniority department. When this occurs, it is recognized that the seniority location of the job will be determined by Management as to where the job is to be performed. The Union will then determine who is to assume the duties of the new job. Their seniority will be determined in accordance with Paragraph 104.

Letter of Intent, No. 2

313. When filling temporary vacancies within a classification the senior employee requesting said vacancy shall have job rights to the job as long as it exists providing he is capable of performing the job. When more than one (1) temporary opening exists within a classification, the senior employee shall have rights to the classification over any junior employees assigned to that classification. The application of this language will only apply to movement on a shift. (1995 Negotiations)

314. When a Unit employee moves to an out-of-Unit job for any period of time, he will not come back into the Unit for twenty-four (24) hours even though his regular shift is in the twenty-four (24) hours. When an employee moves out-of-unit on his own scheduled shift, for the purpose of application, the twenty-four (24) hour period shall be considered as the end of his last scheduled shift until the start of his next scheduled shift.

315. When a Unit employee moves out-of-Unit for any period of time, he will not be eligible for overtime in the Unit during the twenty-four (24) hours.

316. When a Unit employee moves out-of-Unit for a workweek (7 days) or more, he will not participate in Unit overtime during this period of time he is out.

317. Nothing herein should be construed as to prohibit the Unit employee that is out of the Unit from participating in overtime out-of-Unit.

Letter of Intent, No. 3

318. The Company and the Union hereby agree to work together to create an environment and encourage employees to assess and continuously upgrade their basic education skills, particularly in the areas of reading and applied mathematics. Job proficiency with regard to processes and procedures is also a critical component of the "Work Keys" process. Our goal is to enhance the potential for individual success as new technology and job advancement opportunities present themselves.

The Company and the Union further agree to access and adopt the "Work Keys" process of job profiling, employee assessment and employee education to obtain this goal. The entire process will be facilitated by contracting with an external consultant jointly selected by the Company and the Union.

Newly hired employees or employees moving to a new job are the initial target group that will be required to engage the "Work Keys" process. Other critical jobs of a technical or leadership nature will also be included in the initial target group. If new jobs are added, or, significant changes to existing jobs take place, impacted employees will also access the "Work Keys" process. No incumbent in an existing job will be required to enroll in the "Work Keys" process, however, employees may volunteer who have a desire to upgrade their personal skills.

The Company and the Union are committed to implement the "Work Keys" process in the Newark Plant no later than September 1, 1998.

Upon return to the plant, the Company and the Union agree to form a joint Union and Management "Work Keys" implementation team, consisting of (4) four representatives each, whose responsibility it will be to jointly develop this process. The external "Work Keys" consultant will be an advisory resource to the team.

Letter of Intent, No. 4

319. Employees holding rights to a temporary job shall not be allowed to establish rights to a second temporary job without relinquishing rights to the first job.

Article 6 - Settling of Disputes

Letter of Intent, No. 1

320. During the 1992 Contract Negotiations, the Union and Company discussed the Grievance Procedure and the processing of grievances in a timely manner. The Company committed to reinforce with Supervision the need to resolve grievances in a more reasonable time frame. It is recognized by both parties that a reasonable time needs to be provided for the proper response to grievances, but these times have become excessive and have hindered proper resolutions to grievances. In addition, both parties commit to resolve grievances at the lowest level of the Grievance Procedure, and in this interest, recognize that grievance resolutions in Step 1 and Step 2 cannot alter the Contract or be used by either party to establish a precedent.

Article 19 - Health Care

321. The Company's Health Care carrier will establish an examining physician in Newark. If an employee is requested to seek the advice of a specialist in another city, he will be reimbursed reasonable transportation costs of taxi fare, bus fare or thirty-one and one half (31.5) cents per mile for use of personal car.

322. The employee shall notify the Human Resources Department, either in person or by phone, upon completion of his examination by the Health Care Doctor. Such notification must be made no later than the day following the examination. Health Care payments will continue until the employee is notified by the Human Resources Department or the Insurance Company of the examination results.

323. Should an issue develop regarding a medical question between the attending physician and the Health Care carrier's physician or the attending physician and the Company physician when any employee attempts to get a Green Card for return to work, the Company will immediately schedule the employee for an examination at Central Ohio Medical or a similar independent specialist.

Article 21 - Functions of Management

324. The Company recognizes its obligation to direct the working force through its Supervisory Line of Progression. In this connection, conflicting directions by Supervision to hourly personnel does not provide for sound Management and efficient operation. Therefore, the Company expects its Supervisors to recognize this principle before direction is given.

325. The Company will review these operations normally scheduled to work five (5) days, in an effort to reduce the amount of scheduled Saturday work.

Article 24 - Job Descriptions

Letter of Intent, No. 1

326. Should Management change crew sizes, such changes shall be made in accordance with sound business practices and shall insure fairness and equity to the employees involved. Any disputes shall be subject to Article 6, "Settling Disputes".

**SCHEDULE "A" - GMP
NEWARK PLANT**

	<u>BASE RATES 2/2/2004</u>	<u>BASE RATES 2/28/2005</u>	<u>BASE RATES 2/27/2006</u>
**AEROFLEX FACTORY			
LEVEL A-1 Safety Training Coordinator	22.54	23.22	23.45
LEVEL A-2 Aeroflex Group Leader	19.63	20.22	20.42
LEVEL B-1 Machine Operator - Flex {Utility/Washwater} {Machine Operator} {Coater}	18.62	19.18	19.37
Material Handler			
LEVEL B-2 Utility/Materials Coordinator	18.32	18.87	19.06
Machine Attendant {Lift Truck Operator} {Back Room Attendant} {Utility Relief} {Roll-Up Operator}			
LEVEL C Packer Crewperson {Crewperson - Basic} {Crewperson - Selector Packer Coater}	17.45	17.97	18.15
LEVEL D Crewperson (entry hired after 2/2/04)*	13.96	14.38	14.52
**AEROMAT FACTORY			
LEVEL A Aeromat Team Leader	19.63	20.22	20.42
LEVEL B Machine Operator	18.62	19.18	19.37
Utility			
LEVEL C Aeromat Team Member	17.45	17.97	18.15

	<u>BASE RATES 2/2/2004</u>	<u>BASE RATES 2/28/2005</u>	<u>BASE RATES 2/27/2006</u>
**PIPE INSULATION FACTORY			
LEVEL A-1 Safety Training Coordinator	22.54	23.22	23.45
LEVEL A-2 Production Coordinator {Basic Machine Group Leader} {Wrapping Group Leader}	20.44	21.05	21.26
LEVEL A-3 Forming Process Operator {Furnace Operator} {Forming Operator} {Binder Mixer} {Pipe Machine Operator (A4-A5)}	19.24	19.82	20.02
LEVEL B-1 CMP Operator	18.62	19.18	19.37
LEVEL B-2 Finish Product Attendant {Wrap Machine Attendant} {Wrap Service Attendant} {Basic Material Transporter} {Selector Conveyor Unloader} {Wrap Machine Attendant (A-5)}	18.32	18.87	19.06
LEVEL C Pipe Attendant {Truck Oven Operator} {Material Supplier} {Truck Oven Attendant} {A-4 Roll-Up Attendant}	18.16	18.70	18.89
LEVEL D Crewperson	17.45	17.97	18.15
LEVEL E Crewperson (entry hired after 2/2/04)*	13.96	14.38	14.52
**WOOL FACTORY			
LEVEL A-1 Melting Technician (Furnace Group Leader) (Furnace Operator)	22.54	23.22	23.45

	<u>BASE RATES 2/2/2004</u>	<u>BASE RATES 2/28/2005</u>	<u>BASE RATES 2/27/2006</u>
**WOOL FACTORY			
Safety Training Coordinator	22.54	23.22	23.45
Training Coordinator			
LEVEL B-1 Wool Group Leader	20.44	21.05	21.26
Binder Water Reclaim Group Leader			
LEVEL B-2 Batch Technician {Batch Operator} {Batch Attendant}	19.63	20.22	20.42
Packaging Group Leader			
Chemical Operator			
Product - Process Auditor {Product Coordinator} {Project Inspector Analyst} {Product Inspector}			
LEVEL C-1 Machine Operator {Forehearth Operator} {Machine Tender} {Facing Attendant}	19.24	19.82	20.02
Reconditioning Group Leader			
Factory Attendant Coordinator			
Binder Operator {Binder/Water Reclaim Operator}			
LEVEL C-2 Fabrication Operator {Belt Roll-up Attendant} {Fabrication Attendant} {Mill Attendant} {Machine Attendant}	18.62	19.18	19.37
LEVEL D-1 Product Packaging Attendant	18.32	18.87	19.06

	<u>BASE RATES</u> <u>2/2/2004</u>	<u>BASE RATES</u> <u>2/28/2005</u>	<u>BASE RATES</u> <u>2/27/2006</u>
**WOOL FACTORY			
Forming Attendant {Forming Attendant} {Forming Attendant Leader}	18.32	18.87	19.06
Factory Attendant			
LEVEL D-2 Vehicle Operator - Wool	18.06	18.60	18.79
Packaging Preparation Technician {Paper Cutter} {Clerk}			
LEVEL E-1 Crewperson	17.45	17.97	18.15
LEVEL E-2 Crewperson (entry hired after 2/2/04)*	13.96	14.38	14.52
**PURCHASING			
LEVEL A-1 Stores & Receiving Group Leader	19.63	20.22	20.42
LEVEL A-2 Rule Dye Maker	19.24	19.82	20.02
LEVEL B Receiving & Stores Attendant	18.62	19.18	19.37
LEVEL C Dispatcher	17.45	17.97	18.15
**OILER DEPARTMENT			
LEVEL A Oiler Group Leader	19.24	19.82	20.02
LEVEL B Oiler	18.79	19.35	19.54

	<u>BASE RATES</u> <u>2/2/2004</u>	<u>BASE RATES</u> <u>2/28/2005</u>	<u>BASE RATES</u> <u>2/27/2006</u>
**WAREHOUSE & SHIPPING			
LEVEL A-1 Control Center Operator	20.33	20.94	21.15
LEVEL A-2 Warehouse/Shipping Group Leader	19.63	20.22	20.42
LEVEL A-3 Fire Inspector	19.24	19.82	20.02
LEVEL B Warehouse/Shipping LTO	18.62	19.18	19.37

NOTE: *The Crewperson entry rate will be paid to all employees hired after February 2, 2004 a Crewperson job. Employees will be paid this rate anytime they are assigned or perform work in They will receive eighty percent of the Crewperson rate on their date of hire as listed in Schedul be increased five percent (5%) per year so that the full rate is received after completing four (4) service at which time they will receive the regular Crewperson rate listed in Schedule "A". This at beginning of the pay period following their fourth (4th) anniversary date.

Probationary employees will not be eligible to participate in the Health Care Plans until completi calendar day probationary period.

** Denotes Seniority Department

(Former Job Classifications are in brackets "{ }" for clarification only. These jobs are not consid Classifications under this Contract.)

COBRA Coordinator	21.78	22.54	23.22	23.45
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SSP

It is agreed that the Savings and Security Plan shall become a part of this Contract. The Comp to fifty percent (50%) of an employee's weekly base earnings for such plan. Employees may m: in investment funds and contribution elections. Effective March 1, 2004, one hundred percent (employee's contribution, up to a maximum of five percent (5%), shall be matched by the Comp: such plan, except as necessary to maintain tax exempt status, must be mutually agreed to by th Company

**Representing
OWENS CORNING
Newark, Ohio**

Signed For The Company:

Marcus L. Frank
Director, Labor Relations

David Rabuano
Newark Plant Leader

John (Jack) Morrow
Senior H.R. Specialist

Gregg Smith
Wool Factory Operations Support Leader

Alan B. Conant
H.R. Specialist

**Representing
GLASS, POTTERY, PLASTICS &
ALLIED WORKERS INTERNATIONAL UNION
OF THE UNITED STATES
AND CANADA
Newark, Ohio**

Signed For The Union:

Don Seal
GMP International Union Representative

Bob McConnell
President, GMP Local 244

Ed Shields
V.P. GMP Local 244

Tony Moran
Zone #3 Committeeman

Sam Humphrey

Terry Davino