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**AGREEMENT**

**between**



**CARRIER  
CORPORATION**

**and**

9500

**LOCAL UNION 483  
SHEET METAL WORKERS'  
INTERNATIONAL  
ASSOCIATION**

**AFL-CIO**



**December 19, 2002 – May 1, 2006**

12/4/03

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Anywhere the term he, his, man is used, it applies equally to males and females.

## PREAMBLE

This Agreement, dated December 19, 2002 to May 1, 2006, is between the McMinnville Plant of Carrier Corporation, located in Warren County, Tennessee, and Local Union No. 483 of the Sheet Metal Workers' International Association, hereinafter referred to as the "Company" and the "Union" respectively. In the event the Company sells its business, this Agreement shall be binding on any successor, transferee, assignee, or purchaser.

## ARTICLE 1 - RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent for all production and maintenance employees at the Company's McMinnville, Tennessee plant and any additions or expansions thereto in which the Company is manufacturing the same or similar products, but excluding all salaried employees, including expeditors, sheet metal technicians, quality control technicians, production control specialists and other salaried clerical, professional and technical employees and supervisors, as defined in the National Labor Relations Act as amended, and as certified by the National Labor Relations Board, Case No. 10-RC-8012.

Section 2. Supervisory employees or any other employees who are not in the bargaining unit shall not be permitted to perform work on any hourly rated job except in the following types of situations:

- a) During emergencies, when the failure to perform such work would result in damage to material, machinery, or equipment or injury to personnel.
- b) In the instruction or training of employees, with the employee who normally performs the work present.
- c) Checking an occasional piece of workmanship and quality.
- d) Running of equipment to check on operational problems

or to do experimental work but to make production runs only with the operator present.

e) If the supervisor knows that a short-term labor emergency exists and it is going to be necessary for him to do bargaining unit work, he will notify the Union representative at interest before he does the bargaining work. The Company agrees that it will hire the additional personnel required as soon as practicable in order to not abuse the provisions of this paragraph.

f) For the purpose of the supervisor learning how to operate new processes, equipment or machines, provided the supervisor shall not make production runs unless the operator is present.

The purpose of this Article is to insure that members of supervision do not perform work normally done by bargaining unit employees and thus eliminate the need for the services of such employees or the hiring of new employees.

Section 3. No employee covered by this Agreement shall be permitted to work on fabrication, erection, or installation work away from the plant. On-site major construction or alteration work coming within the jurisdiction of the Building Trades Local Union affiliated with the Sheet Metal Workers' International Association will not be performed by employees covered by this Agreement.

Section 4. The supervisor will introduce new employee(s) to the Union representative at interest on the day the new employee reports to work.

## ARTICLE II - ANTI-DISCRIMINATION

There shall be no discrimination, interference, or restraint against any employee because of membership or non-membership in the Union, by either the Company or the Union. No employee shall be discriminated against by reason of race, religion, color, national origin, sex, age, disability, or any other protected status, under any state or federal laws or regulations.

## ARTICLE III - UNION REPRESENTATIVES

Section 1. The Company agrees to recognize the Executive Board of the Union as the official body of the Union in all matters involving the Employer and the Union.

Section 2. The Union shall designate one (1) Chief Steward for each shift and shall designate one (1) Zone Steward for each zone on each shift where ten (10) or more employees are working in a zone. Additionally, the Union may appoint an additional Zone Steward when the number of employees in the zone reaches fifty (50), and a third Union Steward when the number of employees reaches ninety (90). When additional Zone Stewards are appointed in any zone, the Union will notify the Company of the designated boundaries for each Zone Steward for representation purposes.

When there are more than one (1) Zone Steward in a zone and the number of employees in that zone decreases (below 90 or below 50), the most senior Zone Steward(s) will be retained.

In the event a Zone Steward is transferred on a permanent basis to another zone, he will no longer act as a Zone Steward and another shall be designated. When a Zone Steward is recalled to a former classification, he will remain in his zone if there are employees in his zone in the classification to which he is being recalled. In such case, he will replace the junior employee in the classification on his shift.

Section 3. The zones are described as follows:

Zone 1 - Fabrication

Zone 2 - Tube

Zone 3 - Coil

Zone 4 - Assembly Line 586, 572, 577, Small Assy.

Quality Coordinators

Zone 5 - Assembly Line 583

Zone 6 - Assembly Line 582

Zone 7 - Assembly Line 585 and 580

Zone 8 - Assembly Line 592

Zone 9 - Assembly Line 589 and 590

Zone 10 - Assembly Line 596

- Zone 11 - Assembly Line 587
- Zone 12 - Assembly Line 588, Large Assy.  
Quality Coordinators
- Zone 13 - Assembly Line 575 and 602
- Zone 14 - Receiving, Receiving Inspection, Purchased Cribs  
Quality Analysts, and Audit & Test
- Zone 15 - Maintenance, Tool Room and Waste Water  
Treatment
- Zone 16 - D-1 and Crater Packer
- Zone 17 - Frame and Panel Lines
- Zone 18 - Air Side Assembly 594 and 39T Sheet Metal 552
- Zone 19 - Air Side Assembly 595 and Air Side Coil 576
- Zone 20 - Air Side Assembly 597 and 39L Sheet Metal 567
- Zone 21 - Design Enhancement Center Line 599
- Zone 22 - Assembly Line 584

Employees working in other zones shall be allowed to process a grievance through their own Zone Steward or the Zone Steward in the area in which they are working when the grievance arises.

Section 4. The Union will submit a list to the Company of the following: Local Union officers, Executive Board Members, Chief Stewards, and Zone Stewards, indicating the zones which they represent.

Section 5. The Company agrees to submit to the Union a list of immediate supervisors and department heads for each zone on each shift.

Section 6. Both parties agree to immediately notify the other, in writing, of any subsequent changes that might occur in the groups indicated above.

Section 7. If a staff representative or officer of the Union wishes to confer with an employee in the bargaining unit and the employee wishes to confer with the Union representative on Company property about official Union business, he shall first get permission from the designated Company representative on each shift. The Company will not arbitrarily withhold permission for such visits. Time spent for this purpose will not be paid by the Company. The Company will provide a place for such meetings.

Section 8. An officer or Steward who is an employee and loses time from work to process grievances, including Step 1, with a representative of the Company shall receive his regular hourly rate for such lost time.

Section 9. The Company agrees that the necessary time for investigation or processing of grievances will be allowed Stewards and Chief Stewards. When it becomes necessary for the Steward or Chief Steward to leave his job or department to investigate or process reported grievances involving alleged contract violations or which he personally observes in the plant, the foreman shall within ten minutes of the request by such Steward or Chief Steward make arrangements for him to leave his job or department unless prevented from doing so due to safety or emergency maintenance requirements being performed by maintenance employees. When it is necessary for a Union representative to enter a department or section of a department supervised by a supervisor other than his own, prior arrangements shall be made promptly between the two supervisors. Upon entering another department, he will report to the supervisor of that department. The Union agrees that its representatives will not arbitrarily request permission for such activities in consideration of production requirements and economic necessity, and for this activity its representatives will spend only the necessary time to investigate or handle actual grievances. The Company agrees that it will not arbitrarily deny permission to any of the above to investigate or handle a complaint. Such time spent in investigating grievances during scheduled working hours will be paid by the Company at the employee's regular rate of pay.

Section 10. Production requirements permitting, and after reasonable notice to the Company, designated Union officers shall be granted permission to leave the plant during working hours without pay to attend to official Union business.

#### ARTICLE IV - CHECKOFF

Section 1. The Union agrees that membership in the Union will be made available to all employees on an equal basis without discrimination.



Section 2. The Company shall deduct from the employee's pay each week, for employees who have executed Checkoff Authorization in accordance with this Agreement, the current weekly dues and/or service fees. It is agreed that the term "dues," as used herein, encompasses regular weekly dues, service fees, and initiation fees when requested by the Union as certified by the Local Union to the Company for its employees.

Section 3. In case an employee does not have sufficient earnings to allow full payment of dues deduction for any week(s), the Company shall deduct from the next immediate pay for any week(s) dues or the succeeding pay periods, the dues deductions, including any dues delinquencies. It is understood that the deduction shall not exceed \$30.00 per week.

Section 4. The Company, within five (5) days after the Checkoff of current weekly dues, shall notify the Company's offices in Syracuse, New York, of the total amount of money to be submitted directly to the Financial Secretary of Local 483 and its local office in Tennessee. Such amounts shall be submitted to Local 483 within ten (10) days after receipt of such notice by the Syracuse office, with an alphabetized list of employees for whom deductions were made and the amounts thereof.

Section 5. The Union shall indemnify and save the Company harmless against all liability that may arise as a result of action taken by the Company for the purpose of complying with the checkoff provision of this Agreement.

Section 6. The written authorization form for deduction, to be supplied by the Union, shall be in accordance with the following:

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(Type or Print Name of Employee Here)

SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION  
AUTHORIZATION FOR CHECKOFF OF DUES  
TO THE CARRIER CORPORATION

You are hereby authorized and directed to deduct from my wages, commencing with the next payroll period, an amount equivalent to dues and initiation fees as shall be certified by Local Union 483 of the Sheet Metal Workers' International Association. This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union.

The assignment, authorization and direction shall be irrevocable for a period of one (1) year from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner. I agree and direct that this assignment, authorization, and directive shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter, unless canceled by written notice sent by registered or certified mail, signed by me, and postmarked or received by the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each Collective Bargaining Agreement between the Company and the Union, whichever occurs sooner.

This Authorization is in compliance with and is made pursuant to the provisions of Section 302(c)(4) of the Labor Management Relations Act of 1974 as amended.

---

Signature of Employee

---

Name (Printed)

Address

---

Social Security Number

---

Date Signed

---

Date of Delivery to Employer

Section 7. The Employer agrees to honor political contribution deduction authorization from its employees who are Union members that sign the following form to be supplied by the Union:

VOLUNTARY AUTHORIZATION OF CONTRIBUTION  
FROM PAYROLL TO THE SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION  
POLITICAL ACTION LEAGUE  
("SMWIA-PAL")

I hereby authorize my Employer to deduct from my paycheck \$1.00 each week and to forward that amount to SMWIA-PAL. This authorization is signed voluntarily and with the understanding that my voluntary contributions to SMWIA-PAL and/or AFL-CIO Committee on Political Education Political Contribution Committee ("COPE-PCC") will be used to make political contributions and expenditures in connection with federal, state, and local elections. I am aware that the contribution is subject to the prohibitions and limitations of the Federal Election Campaign Act, that I am free to contribute more or less than the suggested amount without reprisal and the SMWIA and its affiliated local unions will not favor or disadvantage me by reason of the amount of my contribution or my decision not to contribute. This authorization may be revoked at any time by mailing notices of revocation by U.S. registered or certified mail (return receipt requested) to the Treasurer, SMWIA-

PAL, 1750 New York Avenue, N.W., Washington, D.C. 20006, and to my employer. Contributions or gifts to SMWIA-PAL are not deductible as charitable contributions for federal income tax purposes.

---

Authorized Signature

---

Name (Please Print or Type)

Address \_\_\_\_\_  
Street City State Zip

Local Union No. \_\_\_\_\_ Membership No. \_\_\_\_\_

The political contribution deduction shall be made on each pay period, during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within ten (10) days following the first (1st) day of each month thereafter to: PAL Political Fund, 1750 New York Avenue, N.W., Washington, D.C. 20006, accompanied by a form stating the name and hours worked for each employee for whom a deduction has been made.

The Union shall indemnify and save the company harmless against all liability that may arise as result of action taken by the Company for the purpose of complying with this PAL checkoff provision.

#### ARTICLE V - MANAGEMENT RIGHTS

Section 1. The parties recognize the responsibility of management to conduct the business of the Company in the balanced interest of employees, stockholders, customers, and the general public, and is the responsibility of management alone without interference, restriction, or recourse to Articles VIII and IX by the Union or any employees to determine the following:

the number of plants and their locations; the products to be manufactured; the manufacturing process to be employed; methods, quality standards, and schedules related to production; whether to contract or subcontract work or services except as provided in Section 1 of Article VI, the hiring of new employees; the improvement of facilities, and the direction of the working forces.

Section 2. Subject to the express provisions of this Agreement, it is further agreed that the management of the Company is not limited in the exercise of its functions with respect to matters such as promotion, demotion, transfer, discipline, suspension, discharge, and layoff of employees for legitimate reasons. In addition, management may establish and apply reasonable standards of performance and require employees to observe plant rules.

In addition, management may establish new jobs and change the content of existing jobs subject only to Article XXII of this Agreement.

## ARTICLE VI - SUBCONTRACTING

Section 1. During the term of this Agreement, the Company will not subcontract any production and/or maintenance work to be done on site at its existing McMinnville, Tennessee plant which has previously been done by members of the bargaining unit and which is of a permanent and continuing nature or if such subcontracting: (1) would result in the downgrading, transfer of a maintenance employee to a different classification, or layoff of a member of the bargaining unit, or (2) would prevent a member of the bargaining unit from being recalled from layoff, or (3) would prevent a member of the bargaining unit from being recalled to his formerly held job classification. The foregoing restriction on subcontracting will not be applicable to work that is currently or has normally been subcontracted, such as new (major) construction, sheet metal installation done under local Building Trades Agreements, heavy rigging where special equipment or skills are required, major roof repairs, window cleaning, etc.

Section 2. It is recognized that at times the Company will be required to do maintenance work of short duration or within time schedules which will not practicably permit the return of a laid off or off job maintenance employee(s) to his regular job classification in accordance with Section 1 above. In such case, the following will apply to maintenance employees listed in Labor Grades 1, 2 and 3 who have been displaced and are receiving a lower rate of pay or who are laid off:

a) If during any successive eight (8) week period starting with the date of the signing of this Agreement, such subcontracted work in his formerly held maintenance classification exceeds sixteen (16) hours, he will be reimbursed for the difference between his hourly rate and the hourly rate of the maintenance classification from which he had been displaced times the hours which he worked during that eight (8) week period.

b) If more than one such employee is off job from a particular classification, the second senior employee will be paid as in Subsection (a) above if there were more than thirty-two (32) hours of subcontracted work in the particular classification during the period, the third senior, if more than forty-eight (48) hours, etc.

c) Upon request of the Union, the Company will provide a listing of all subcontracting work of the type described in Section 1 for a period of ninety (90) days prior to the request. Such listing will be furnished within thirty (30) days and will contain a description of the work done (e.g., specifications for bidding).

## ARTICLE VII - STRIKES AND LOCKOUTS

As long as the parties hereto are not in default in complying with the decision of the arbitrator, the Union agrees that during the term of this Agreement it will not engage in or support work stoppages, picketing, sit-downs, slowdowns, strikes, or walkouts including sympathy strikes, nor will the local Union publicize by any means that the Company (in McMinnville, Tennessee) is unfair, and the Company agrees it will not engage in any lockouts. In the event the decision of the arbitrator is appealed to the

courts by the Company, the parties agree to abide by the terms of this Article for a period of one hundred eighty (180) days from the date of the decision of the arbitrator. If within the one hundred eighty (180) day period, the arbitrator's decision is not reversed, or if the court does not hand down a decision, the provisions of this Article will not apply unless the decision of the arbitrator is complied with.

## ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Any complaint or grievance initiated by an employee, a group of employees, or the Union shall be handled in accordance with the Grievance Procedure, except as modified by *other terms of this Agreement*. No employee or group of employees shall have the right to bring or maintain any action in the courts or before any Administrative Agency arising out of the alleged breach of this Agreement, or involving the interpretation of this Agreement or any of its provisions, before they have exhausted the remedies provided under this Article. In the event the Union plans to bring such action, written notice will be given the Company at least five (5) working days prior to the time formal action is initiated in order to provide for further discussion and reconsideration.

Section 2. A complaint is defined as an expressed belief on the part of the complainant that the provisions of this Agreement are being violated.

Section 3. A grievance is defined as a claim by the Union, an employee, or group of employees in writing and involving an alleged violation of the terms of this Agreement.

Section 4. When reducing a grievance to writing, the following information shall be stated on the form provided: the exact nature of the grievance, the act(s) complained of and when they occurred, the identity of the grievant(s), the specific section or provisions of this Agreement the grievant(s) claim the Company has violated, and the remedy sought. The Union may, at the third step, either amend or change the section or provision stated thereon.

If more than one employee has a grievance arising out of the same event, the Union will cover all affected employees on the same grievance. Union representatives will not knowingly write multiple grievances on the same specific issue.

Section 5. Grievance forms will be approved by mutual agreement and furnished by the Company.

Section 6. Grievances shall be processed in the following order and each step of such grievance shall be followed in due order or the grievance shall be considered waived.

Step 1. An aggrieved employee shall orally discuss his complaint with his supervisor. When a grievance is involved, the appropriate Steward shall be present in an effort to satisfactorily settle the complaint. In the event the grievance is not satisfactorily settled, the Zone Steward may request that the Chief Steward be called to replace him prior to the grievance being presented as a written grievance.

Step 2. The Chief Steward or Zone Steward shall submit the written grievance to the supervisor within at least three (3) working days from the time the grievance is alleged to have occurred, or from the time the employee knew (or reasonably should have known) the grievance existed. Within two (2) working days, a meeting shall be scheduled with the Chief Steward and the supervisor to discuss the grievance. Within three (3) working days after the meeting has been held, the supervisor will render a decision in writing. In the event the grievance is not satisfactorily settled, it shall be appealed in writing to the Human Resources (HR) Manager (or his designated representatives) on the form provided within three (3) working days to Step 3.

Step 3. The Human Resources Manager (or his designated representative) shall schedule weekly meetings with the Business Manager to discuss grievances. The Union may designate that the Chief Steward, President, or Vice President, and one additional member of the bargaining unit attend this third step meeting, as the Union chooses. The Company's decision shall be rendered in writing within three (3) working days after the close



of such meeting. In the event the grievance is not satisfactorily settled in this Step, it may be processed by the Union in accordance with Article IX - Arbitration.

*Section 7. Grievances by the Union shall be initiated at Step 3, by a written statement thereof, on a grievance form served by the Union upon the Human Resources Manager.*

Section 8. Either party may request the presence of necessary witnesses, including aggrieved party(s), as needed in the various steps of the Grievance Procedure, including arbitration. Notification to such witnesses is the responsibility of the Company after reasonable notice to the Company by the Union. No employee with respect to whom a grievance is pending shall be summoned for a conference with any representative of the Company for the purpose of discussing said grievance without the Company requesting his Union representative to be present at such discussions.

Section 9. At any of the aforesaid steps described in Section 6, if the Union fails to appeal the company's decision within the specified time limit, the grievance shall be considered settled on the basis of the company's decision.

If the Company fails to give its decision within the specified time limits in Steps 2 or 3 of Section 6, the remedy for the grievance shall be satisfied immediately within the terms and conditions of the contract language and loss, if any, to the affected employee(s).

Settlement of a grievance by failure of either the Company or the Union to comply with the time limits specified in Steps 2 or 3 of the Grievance Procedure shall not constitute a precedent in any other case.

*In the event either party fails to appeal or answer the grievance within the time limits specified in the preceding paragraphs, within five (5) days of such forfeiture, either party may appeal such grievance directly to arbitration, provided that the party appealing such forfeited grievance to arbitration shall*

bear the full cost and expenses of the selection and fees of the Arbitrator in hearing the case. In cases appealed to arbitration under this paragraph, the parties will use the American Arbitration Association's Expedited Arbitration Procedures, and the decision of the arbitrator shall not be considered a precedent in any other case.

Section 10. The cost of necessary employee witnesses, including the grievant, at various steps of the Grievance Procedure shall be borne by the Company. Such witnesses will be compensated at their regular rate of pay and the Union will not be unreasonable in making request for such employee to attend grievance hearings.

The cost of employee witnesses at arbitration proceedings shall be borne by the party responsible for the presence of such witnesses.

The cost of other witnesses at grievance procedure hearings or arbitration proceedings shall be borne by the party responsible for the presence of such witnesses.

Section 11. The parties may extend the time limits for meetings in the various steps by mutual agreement in writing.

## ARTICLE IX - ARBITRATION

Section 1. If a grievance is not satisfactorily settled, either party may submit the dispute to arbitration as follows:

Step 1. The party desiring arbitration shall notify the other party in writing within five (5) days of the Company's answer in Step 3 of Article VIII, Grievance Procedure, that he intends to submit the grievance to arbitration.

Step 2. The party desiring arbitration shall submit the matter for arbitration to Federal Mediation and Conciliation Service within five (5) days after the notification of desire to arbitrate is given. The parties shall request Federal Mediation and Conciliation Service to submit a list of seven (7) impartial

arbitrators. The Company and the Union shall alternately strike one name until six (6) names have been stricken; the remaining name shall be that of the arbitrator, unless both parties mutually agree that a new panel should be submitted. Time limits on submitting the matter for arbitration to Federal Mediation and Conciliation Service on any grievance may be mutually extended. However, where continuous liability is a factor, the time limit shall not be extended beyond sixty (60) days.

Step 3. The parties may agree to a mutual arbitrator. In the event the services of Federal Mediation and Conciliation have been requested, the party making such request shall advise them that the services of the arbitrator are no longer needed.

Section 2. Prior to arbitration, the parties will make an effort to stipulate the issues to be resolved, and if they are unable to agree, then the written grievances and written answer shall form the issues for the arbitrator.

Section 3. The arbitrator shall have no authority to modify, amend, revise, add to, or subtract from, any of the terms and conditions of this Agreement and shall not use or rely upon past practices prior to the signing of this Agreement as a restriction on management functions.

Section 4. During the hearing, each party shall have full opportunity to present evidence and argument, both oral and documentary. The arbitrator will render his findings and award in writing within a reasonable period after the conclusion of the hearing. The decision of said arbitrator shall be final and binding upon both parties. All of the time period within which acts are to be performed by the parties hereto may be extended in writing by mutual agreement of the parties. All expenses, including the fees and expenses of the arbitrator, and other expenses deemed necessary by the arbitrator for the proper conduct of the proceeding, shall be borne by and divided equally between the Company and the Union. Any expenses connected with the calling of any witness shall be borne by the party calling him.

Section 5. Where the arbitrator rules and directs that an employee or employees be reinstated and paid for lost wages, such wages to be for straight time earnings, an interim earning received by such employee shall be deducted from the back pay. If such employee has received unemployment compensation from any state or federal agency, the full amount received shall be deducted from the back pay and remitted to said agency. Outside earnings from other sources which the employee was receiving at the time of his discharge or suspension shall not be considered as interim earnings.

## ARTICLE X – SENIORITY

Section 1. Seniority shall be measured and determined by the total length of service with the Company within the bargaining unit from the last date of such hiring for work in such unit.

Section 2. New employees shall be on probation with the Company during the first ninety (90) days of employment and shall gain seniority at the end of their shift on the ninetieth (90th) day. In individual cases, if the Company feels that it is necessary to have an extension of the probationary period of an employee, the Company agrees to advise the Union of the need for the extension. The Union agrees that it will not unreasonably refuse to extend the probationary period an additional fifteen (15) calendar days if requested by the Company. All probationary employees are subject to discharge or termination by the Company at any time during the probationary period without recourse to the grievance or discharge provisions of this Agreement.

Section 3. Employees having the same hire date will hold seniority in alphabetical order as of date of hire and seniority standing shall not be altered because of a name change from the order at hire date.

Section 4. Seniority shall be lost when an employee:

- a) Resigns or retires;

b) Is discharged for just cause;

c) Is absent from work for three (3) consecutive working days without good cause or without notice to the Company.

d) Fails to report to work within ten (10) working days or fails to notify the Company within three (3) working days of intent to return to work when recalled by the Company by telegram or registered mail, return receipt requested, and sent to the last address in the Company's records as furnished by the employee concerned;

e) Fails to report for work the first (1st) regular working day following the end of a leave of absence, unless prevented by conditions beyond his control;

f) Has not worked for the Company for thirty-six (36) months, or a period of time equal to his seniority, whichever is greater.

Section 5. The Company shall maintain a current seniority list of all employees in the bargaining unit and shall furnish the Union with an up-to-date copy of the list on a monthly basis.

Section 6. If a reduction in workforce is necessary, other than a temporary layoff as covered in Section 8 below, employees affected will be given as much notice as possible, but in no event less than five (5) working days notice, unless the layoff is due to conditions beyond the control of the Company.

Section 7. It is agreed that seniority shall govern in all layoffs, recalls, and promotions where it is determined that the factors of ability and qualifications are reasonably equal. In evaluating ability and qualifications of an employee, all of his related work experience, work history with the Company, training, and education will be taken into consideration.

Section 8. Temporary layoffs shall not be subject to the provisions of Section 9 of this Article. Temporary layoffs not to exceed fifteen (15) work days each contract year may be made

by the Company. In such event, the senior employees within departments or work groups affected, who are performing the same work will be retained, if any employees within the affected department or work groups are retained. In the event of a temporary layoff in a department or work group, the following procedure will be followed:

Step 1. Employees in the affected classification in the department or work group will be allowed to leave on a voluntary basis.

Step 2. Probationary employees in the affected classification in the department or work group will be laid off.

Step 3. Seniority employees within the department or work group will be laid off by inverse order of seniority within the classification affected.

Temporary layoffs of more than five (5) consecutive work days in a work group will be subject to the following provisions:

Step 1. Employees in the affected classification will be allowed to leave on a voluntary basis.

Step 2. Probationary employees in the affected classification will be laid off.

Step 3. Probationary employees in the department will be replaced by seniority employees from the affected work group in inverse order of seniority by the classifications affected.

In the event an employee is temporarily laid off for more than fifteen (15) work days, such employee shall be compensated at the rate of seventy-five percent (75%) of eight (8) times the employee's regular hourly rate of pay for each regular work day in excess of fifteen (15) work days such employee is laid off until such employee is recalled from the layoff.

Section 9. In the event of a decrease in work force in any classification, department, or plant, seniority shall be applied as follows:

a) Probationary employees shall be laid off first, except in those instances where the probationary employee in question is in a skilled trades position - such as Tool and Die, and Maintenance A & B - and there is not a regular employee who has the ability to perform the job being performed by the probationary employee.

b) The employee(s) in the classification(s) affected will first exercise seniority and displace the lowest seniority employee(s) in the department in the same classification on the same shift; and then the lowest seniority employee(s) in the same classification on the same shift; and thereafter, the lowest seniority employee(s) in the same classification on any shift.

c) An employee who is displaced from his classification and/or shift will be permitted to exercise seniority to select the shift of his choice within five (5) days, unless the employee has been notified of the classification and/or shift he is going to and has been offered the shift of his choice prior to the transfer being made.

d) Thereafter, a displaced employee(s) shall be entitled to exercise his plant-wide seniority to displace a less senior employee in a classification outside the pool labor grades to which he had previously permanently worked for a one (1) month period of time, provided he is presently qualified to perform the work involved without a training or learning period. Also, a displaced employee(s) shall be entitled to exercise their plant-wide seniority to displace a less senior employee(s) in the following situations:

Fabrication Utility employees may displace Press Operators

Shear Set-Up employees may displace Press Operators

Stockman A employees may displace Fork Truck Operators

Utility Assemblers may displace Assembly Brazers

Coil Utility employees may displace Coil Brazers

Maintenance A employees may displace Maintenance B employees

Maintenance B employees may displace Maintenance Helpers

e) The displaced employee, or the least senior employee(s)

in the job classification(s) displaced, as a result of (a), (b), or (c) above, shall then in return displace a less senior employee(s) in any pool labor grade job whose work he is qualified to perform with-out a training or learning period. However, orientation considered usual or normal shall not be considered as a training period.

The pool labor grades shall include Labor Grades 9, 10, and 11.

In the event of a restoration of a work force, employees shall be placed in their former classification in Labor Grades 1 through 8 in inverse order of their displacement from their classification except employees shall not return to their former classification if such recall would result in a demotion. However, upon request of the employee, an employee may be bypassed from automatic placement in his former classification, so long as there are other less senior employees with classification rights who may be placed in the classification involved.

Employees in the pool labor grades who wish to return to the last pool labor grade classification, where they worked for one (1) month or more, and who were displaced due to a reduction in work force may request to return to their formerly held classification. Applications for such transfers must be made in writing to the Human Resources Department. Such transfers will be made as openings occur by seniority. However, such jobs that become available which can be filled by an employee with permanent restrictions will receive first consideration.

An employee(s) electing to take a layoff rather than exercise his bumping rights shall remain on laid off status and shall be returned to the job from which he was laid off in accordance with his seniority as soon as an opening becomes available.

f) For layoff and recall purposes, an employee may give up all job classification rights to all posted jobs except his last highest paying job by giving the company written notice.

The written notice will be honored if it is received by the Company nine (9) working days in advance of a layoff or recall



action, or within twenty-four (24) hours of the time the employee is notified of the layoff, if the notification is less than nine (9) working days.

g) A maintenance employee getting laid off out of his specific job shall bump a less senior maintenance employee in a different job if he is qualified by previous training and experience to perform the work of the employee he is displacing.

Section 10. In order to assure continuity of relationship between the Union and the Company in the event of a reduction of the force the following shall be the last laid off and the first recalled, the last permanently transferred or permanently moved from their zone or shift:

President  
Chief Stewards  
Zone Stewards

The Union shall provide the Company with a list of the employees filling the above positions and shall notify the Company, in writing, of any subsequent changes.

## ARTICLE XI - JOB BIDDING AND POSTING

Section 1. When the Company determines that a vacancy is to be filled, the sequence to be followed shall be as follows:

a) By recall of a displaced employee to his previously held classification.

b) Posting and bidding.

Section 2. The Company will post vacancies, new jobs, new shifts, new departments, and/or reactivated jobs for a period of two full shifts of each shift, during which time seniority employees may bid for such jobs. A copy of all posted jobs, whether awarded or canceled, will be given to the Union on a weekly basis. If a qualified employee bids for such jobs, the job will be awarded within five (5) days after posting. When jobs are posted, the Company will supply all pertinent information

regarding the job on the posting sheets, such as, but not limited to, the following: job, rate, labor grade, shift, whether temporary or permanent, department, work group (where applicable), number required, classification, etc. Where work group is not applicable, the name of the immediate supervisor will be listed.

The Company will post the seniority date of the least senior employee in the classification for each posted job. Additionally, in order to provide the employees the opportunity to evaluate the protection which the classification would provide in a reduction in force, the Company will make available for review to any employee bidding on a posted job the seniority list of the classification in question.

When jobs are posted and no qualified bids are received, the Company will post a special notice for twenty-four (24) hours. This notice will indicate that it will be necessary to fill the opening with a new hire if no qualified employee responds by bidding the posted job during the specified time period. Any employee, including those who were disqualified because of a six (6) month or twelve (12) month time penalty, otherwise qualified, would be awarded the job before hiring a new employee to fill a posted job.

Posted jobs will be awarded to employees who bid for same in accordance with seniority, provided the employee has the ability and qualifications to perform the work. The employees to fill the vacancies will be transferred as soon as practicable. In the event transfers are not made within five (5) days from the job award, the employee(s) who would have been moved will be considered to be moved to the new job and shift and will be paid in accordance with the rate for the awarded job retroactive to the date of the award. If the employee(s) affected remains on a shift with a shift premium, he will continue to receive same.

Jobs will not be posted during any week when 5% or more of the hourly workforce is on temporary layoff. If the job is posted before the start of the layoff, it will be awarded when taken down after two working days.

Section 3. If an employee, in the opinion of the Company, does not have the ability and qualifications at the time he bids the job, he will be told why the Company thinks he is not qualified. If the employee disagrees with the Company and if the job is awarded to another less senior employee, the matter may be solved through the Grievance and Arbitration Procedures.

Section 4. An employee who is awarded a job, and thereafter refuses same, shall not be eligible to receive another award for a six (6) month period.

Section 5. If an employee has been moved to a different job through the job bidding procedure, and subsequently is found not to be qualified to perform the work for any reason, he will be returned to his former group, department and classification, provided there are junior employees in that classification, group, and department. If there is no junior employee he can bump, he shall then have the right to exercise his bumping rights as outlined in Article X, Section 9.

Section 6. If no qualified bid is received, the Company may fill the vacancy by new hires. However, new employees will not be hired if they require training when there are employees within the shop who have bid the job and would require a reasonably comparative amount of training in order to fill the job.

Section 7. a) Short term temporary jobs of thirty (30) days or less duration will not be posted, and may be filled in accordance with Article XII. Temporary jobs expected to exceed thirty (30) days (except those filled in accordance with Article XI, Section 7(b)) will be posted with the expected duration stated.

c) Short term temporary jobs of ninety (90) days or less duration to fill a vacancy due to a medical leave of absence will not be posted, but may be filled in accordance with Article XII. Temporary jobs due to a vacancy created by a medical leave expected to exceed ninety (90) days will be posted with the expected duration stated.

Section 8. a) Employees may bid on any posted jobs outside their job classification and for shift changes within their

classification. Employees will be permitted to bid downward on posted jobs up to a maximum of one percent (1%), or major fraction thereof, of each labor grade per month. Employees wishing to exercise this option will do so through the regular bidding and posting procedure. Employees in Labor Grade 8 may downbid to job classifications in the pool labor grades, up to a maximum of one percent (1%) or major fraction thereof, in the labor grade per month, if the Company would have to fill the opening with a new employee. Employees must specify at the time the downbid request is made, in Human Resources, the classifications of their choice or if they would be available for any pool labor grade opening. Employees who have successfully bid downward will not be eligible to bid on another posted job for a period of twelve (12) months; however, employees will be eligible to exercise a shift preference. Employees bidding downward for reasons of health will not be subject to the provisions of this Section.

b) Employees may bid their present classification and shift for the purpose of changing departments and/or work groups up to a maximum of one percent (1%), or major fraction thereof, of each labor grade per month. Employees in posted classifications wishing to exercise this option will do so through the regular bidding and posting procedure. Employees in pool labor grades may exercise this option in writing to the Human Resources department to include the area to which they would like to move. Such request must be on file by noon Friday of the week before the week in which the transfer sheet is to be distributed. Any movement under this Article and Section will be granted in order of seniority. Employees who exercise this language to make a move within their classification and shift cannot do so more often than once every twelve (12) months.

Section 9. An employee assigned to a specific job within the Maintenance Department will have the right to bid on a different posted job within his classification, provided the employee is qualified by previous training and experience to perform the work.

Section 10. Employees who accept a posted job shall not be eligible to refuse such job after accepting it. Employees who receive an award after bidding a posted job shall not be eligible to bid another posted job for six (6) months, unless the posted job is to a higher labor grade, the same classification on another shift, or unless otherwise provided. An employee cannot bid solely for shift preference more often than once every six (6) months.

Section 11. In jobs that require written tests to determine qualifications, tests will be relevant to the job. It is agreed that the Union Business Manager or his designee will be allowed to review and have input into the test content. Individual test results will be reviewed with the Union's Business Manager or his designee upon the Business Manager's request.

## ARTICLE XII - TRANSFER OF EMPLOYEE

Section 1. When an employee is temporarily or permanently transferred to a job in a higher labor grade, he will receive the hourly rate of pay for that job in accordance with Section 4.

Section 2. If when an employee is transferred to a job in a lower labor grade because of a reduction in the work force, the elimination of a job classification, inability to perform the work of a higher rated job, or voluntary transfer, he will receive the hourly rate of pay for that job.

Section 3. When an employee is temporarily transferred to a job classification in the same or a lower labor grade, he will receive the hourly rate of pay for the job to which he is permanently assigned. Such employee may be temporarily transferred for a period not to exceed four (4) weeks, unless such transfer is made under Article XI, Section 7(b), in which case such temporary transfer will not exceed ninety (90) consecutive days.

Section 4. When an employee is temporarily transferred to either a higher or lower rated job during the course of a work day for a period not to exceed four (4) hours, he shall be paid at his

regular rate of pay for all hours worked on the job to which he is transferred, provided that an employee temporarily transferred to a higher rated job for more than four (4) hours cumulative in a work week shall be paid the rate of pay for all hours worked on such higher rated job in that work week.

Section 5. Shift transfers for pool job classifications will be by seniority when vacancies occur in the same classification. An employee who changes shifts under this provision will not be permitted to exercise his seniority solely for shift preference for six (6) months. Employees who have completed their probationary period who have a shift transfer request on file shall have the right to claim the shift of their choice within their classification by bumping a less senior employee. Such shift preference transfers will be made by the Company during the months of August and February. A notice will be posted in the months of July and January reminding employees of the bump. No penalty will be invoked on employees exercising bumping rights. All shift transfer requests must be submitted before 12 noon on Friday of the week preceding the week in which shift transfer sheets are distributed. Employees may withdraw their shift transfer request at any time before 12 noon on Friday previous to the week in which shift transfer sheets are distributed; however, employees who change shifts due to a manpower adjustment or layoff will be allowed to submit their shift transfer request by the end of first (1st) shift on Monday without penalty. All shift transfer requests on file after 12 noon of said Friday will be mandatory if an opening exists for the following week.

Section 6. The Company shall have the right to transfer an employee to another shift temporarily not more than twice per year for not more than eight (8) weeks total for the purpose of organizing new shifts, new departments, expanding departments, or an emergency where qualified employees are not available. Where possible, such jobs will be filled on a voluntary basis, but if necessary, these jobs will be assigned to those qualified employees having the least seniority. An employee having a bona fide hardship case shall have the right to refuse such temporary shift transfer.

Section 7. An employee transferred to a new job for any reason must meet reasonable standards of performance on the new job within a reasonable period of time consistent with the skills required on the job to which he is transferred.

Section 8. a) Temporary transfers of four (4) hours or more within or out of a work group to a higher paying job classification shall first be offered to the most senior employee(s) in the available classification and work group selected on the shift, and if the Company is unable to fill the positions by this procedure, then shall be assigned to the least senior employee(s) in the available classification and work group selected on such shift in inverse order of seniority.

b) Temporary transfers of four (4) hours or more to an equal or lower paying job classification within or out of a work group shall be assigned to the least senior available employees in the classification in the work group selected on the shift.

c) Temporary transfers of four (4) hours or more, but not to exceed ten (10) consecutive work days, to avoid laying off employees may be made by the Company, provided the least senior employees in the classification in the work group and on the shift affected shall be the first to be temporarily transferred.

d) Temporary transfers of four (4) hours or less may be made by the Company out of the classification in the work group selected in inverse order of seniority, provided that the Company may temporarily transfer employees who volunteer for such transfer without regard to seniority.

e) If an employee is unable to perform the temporary job accepted or assigned, he will be returned to his regular classification and work group, or a comparable position, for the remainder of that shift.

Section 9. Employees who are in an off-job status as a result of a temporary transfer or temporary layoff shall, except as provided in Article X, Section 8 hereof, be returned to their regular job and be permitted to exercise their plant-wide seniority in any reduction in force.

Section 10. Temporary transfers to a different job classification or shift provided for herein shall not be subject to the bumping procedures of Article X of this Agreement, provided employees so transferred shall be returned to their former jobs within the time limit specified in Sections 3 and 6 above, or as soon as production requirements allow, whichever is sooner.

Section 11. Employees in the same classification and work group may, with supervisory approval, swap shifts for a period of time not to exceed one (1) month. Employees swapping shifts under this provision will not be subject to the provisions under Section 5 of this Article.

Section 12. Shift transfers from one shift to the next will normally be made on Monday. Other transfers during a work week will only be done on a voluntary basis, at the convenience of the employee, for training purposes or due to extenuating circumstances.

Section 13. The Zone Stewards and the Chief Stewards will be the last in their classification to be temporarily transferred from their zone.

### ARTICLE XIII - LEAVE OF ABSENCE

Section 1. a) An employee who has completed his probationary period shall be granted a leave of absence without pay for a non-occupational sickness, including maternity leave or injury, for a period not to exceed eighteen (18) months. An employee with more than five (5) years seniority will be allowed to receive a six (6) month extension, provided satisfactory medical evidence is provided the Company indicating the employee will probably be able to return to work before the twenty-four (24) month leave of absence has elapsed. The Company may require a certificate from its doctor before such employee will be permitted to return to work from absences of more than fifteen (15) working days.

b) An employee who is unable to work because of an occupational sickness or injury shall be granted a leave of absence without pay for a period of time not to exceed twenty-four (24) months.



c) At the discretion of the Company, a leave of absence without pay may be granted for a period not to exceed thirty (30) days to an employee who has six (6) months' continuous service. Such leaves will not be unreasonably withheld and may be extended for unusual circumstances.

d) An employee who has been elected an officer or representative of the International Union, or a full time officer of the Local Union, or a delegate to the International Convention, upon written application being made to the Company, shall be granted a leave of absence without pay for the time required thereby, which shall be specified in the application, and shall not be in excess of one (1) year in the case of officers and representatives, and not in excess of four (4) weeks in the case of delegates. A maximum of five (5) employees will be granted leaves of absence as delegates to attend an International, National, or State convention. In the case of officers or representatives of the International Union, or full time officers of the Local Union, the leave of absence will be renewed automatically for successive one (1) year periods or less, to allow serving the full terms of an elective or appointed office.

Section 2. All applications for leaves of absence shall be made to the Human Resources Department, in writing, and if granted, shall be in writing.

Section 3. An employee who returns from a leave of absence shall return to his regular job classification, work group, and shift, if such job exists and he is able to perform the duties of the job, and if such returning employee has greater seniority than an employee replaced.

Section 4. An employee returning from a leave of absence or layoff who is unable to perform the duties of his regular job classification, or where such job classification no longer exists, may exercise his seniority in accordance with Article X. The employee replaced by this provision shall exercise his seniority in accordance with Article X.

Section 5. Upon return from non-medical layoff or leave of absence of more than fifteen (15) days, or leaves of absence due

to illness or injury, or when employees have suffered an illness or injury while absent from work, at the time of such employee's return, he may be required by the Company to be reexamined by the Company's physician. The employee shall not be refused employment in accordance with Sections 3 and 4 due to preexisting impairments, unless they are found to jeopardize seriously his or his fellow employees' health and safety

Section 6. An employee may be granted a leave of absence in order to occupy an elected public office on a full-time basis for the first term of such office only. Such leave shall be applied for in writing and shall be granted in writing, with a statement of the duration and circumstances thereof.

#### ARTICLE XIV - HOURS OF WORK - OVERTIME SHIFT PREMIUMS

Section 1. The regular work week for first and second shift employees shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday, inclusive.

The Company will pay first and second shift employees prior to the end of their shift on Thursday for the previous work week unless prevented by reasons beyond the control of the Company, such as: computer breakdowns, loss of utilities, short work week due to holiday, etc. when the Company is unable to pay on Thursday, then Friday will be the normal pay day. Third shift employees will be paid prior to the end of their shift which ends at 7:00 a.m. Friday morning.

Section 2. The regular work week for third (3rd) shift employees shall consist of one (1) day of not more than nine (9) hours and four (4) days of seven (7) hours each, Sunday through Thursday, inclusive. The Company shall have the right to reschedule the third (3rd) shift to an eight (8) hour shift on a full-time three (3) shifts per day continuous operation.

Section 3. The work week for payroll purposes shall consist of a period beginning at 12:01 a.m. Monday, or at the shift starting hour nearest that time, and ending at the corresponding time the following Sunday. A third (3rd) shift beginning at 10:00

p.m., but no earlier than 9:00 p.m., Sunday shall be considered as a Monday shift. However, such hours worked on Sunday shall be considered as premium hours under this Article.

A work day for payroll purposes shall be a twenty-four (24) hour period beginning 12:01 a.m. of one day to 12:01 a.m. the following day.

Section 4. An unpaid lunch period of thirty (30) minutes shall be scheduled on all regularly scheduled eight (8) hours shifts, except those shifts outlined in Section 2 where a paid lunch period of twenty (20) minutes for all production employees will be allowed.

Section 5. The Company shall furnish the Union with a listing of the current work shift schedules as of the date of the signing of this Agreement and shall not unreasonably reschedule same. Revised work schedules, including scheduled daily overtime will be posted no later than Friday noon of the week previous to the week in which the changes are to be effective, and to the week in which such schedules will revert to normal work schedules. Scheduled Saturday overtime will be posted no later than the end of the first shift on Thursday, prior to the Saturday to be worked.

Section 6. a) Saturday, Sunday, and holiday work schedules will be scheduled and posted as early as practicable. Saturday, Sunday, and holiday overtime, and/or overtime which has not been scheduled in accordance with Section 5 [exceptions outlined in (b) herein] will be considered as unscheduled overtime. The Company may require an employee to work a reasonable number of scheduled overtime hours. No employee will be penalized (except in accordance with Section 7 of this Article) for not working scheduled overtime, if he has a reasonable excuse for not doing so.

b) The Company may schedule a reasonable amount of Saturday overtime if such scheduling does not cause an employee to work more than fifty (50) hours in any work week, (except that the Company may schedule up to fifty-six (56) hours per week for four (4) of the weeks in which they schedule

Saturday work), and provided that no work group is required to work more than eighteen (18) Saturdays during a contract year, nor more than three (3) consecutive Saturdays at any time. The Company will not schedule any work group to work ten (10) hour days for more than two consecutive weeks. The limitations provided herein shall not apply if an employee voluntarily agrees to work overtime in amounts in excess of the above.

c) It is further understood that employees who are assigned to a specific work group or department will not be scheduled overtime for the purpose of intentionally working them elsewhere.

Section 7. All hours posted or scheduled in accordance with Section 5 or 6 of this Article and not worked shall be counted as overtime worked for the purposes of equalizing overtime.

Section 8. All hours worked in excess of eight (8) hours per day and/or forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, except employees who are working a scheduled seven (7) hour day on the third (3rd) shift, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours worked in excess of seven (7) hours on such days. All work performed by an employee on a Saturday shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, except as provided in Section 9 of this Article, and all work performed on a Sunday shall be compensated at the rate of two (2) times the employee's regular hourly rate of pay, except as provided in Section 10 of this Article.

Section 9. All hours worked after an employee has worked on an eight (8) hour shift shall be considered premium hours and shall be paid at the applicable premium rate in effect on the day on which such hours are worked or the day the shift started, whichever is higher. An employee who works immediately before his regularly scheduled shift shall be paid for the time so worked at the applicable overtime rate for the shift to be worked or the day the hours are worked, whichever is higher.

Section 10. Employees scheduled to work a five (5) day work week which includes a Saturday, or Sunday, or both, on a continuous seven (7) day per week, twenty-four (24) hour per day operation shall not be entitled to premium payments for those days as such, but will receive one and one-half (1-1/2) times his regular rate for the first scheduled rest day worked in the work week or two (2) times the regular rate for the second scheduled rest day worked in the work week.

Section 11. All work performed on a holiday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus holiday pay.

Section 12. When two or more types of premium pay, such as overtime pay, pay for Saturdays, Sundays, and holidays as such, etc., are applicable to the same hours of work, only one, the higher will be paid. In no case will there be duplication or pyramiding of premium pay for the same hours worked.

Section 13. If an employee is scheduled to work more than two (2) hours of overtime, he will receive a twenty (20) minute paid lunch break at the end of the two (2) hours of overtime, and shall thereafter receive a ten (10) minute paid rest period at the end of each successive two (2) hours of overtime worked, except for the last two (2) hours of overtime which ends his work day.

Section 14. a) The assignment of overtime within the Maintenance Department shall be allocated equally among the employees within the classification in the department who normally perform the work in question. For assignment of overtime purposes, the Company and the Union have agreed on the different jobs in the Maintenance Department in the same classification and have agreed on the employees who normally perform the work in these jobs. All future job postings for the Maintenance Department will specify the jobs that the employee will normally perform and the employee's name will be added to the overtime list for that job.

When overtime work is required in the Maintenance Department, it shall be offered on the greatest need for work in a particular job within the classification. However, the Company

will not be limited in assignment of additional work outside the job or classification in order to fully utilize the employee during the overtime assignment.

All overtime equalization within the Maintenance Department will be handled with the same guidelines that have been used during the life of the previous Labor Agreement. Additionally, Maintenance Saturday and Sunday overtime will be offered as separate overtime opportunities.

b) Overtime records of the assignment of all overtime will be kept by each supervisor posted in each department, and all such overtime assignments shall be made available to the Steward in the department prior to such overtime assignments being worked. Upon request by the Departmental Steward, a copy of all such overtime assignments shall be furnished to the Steward during the first half of the shift following the shift on which such overtime assignments were worked.

c) Except in the Maintenance department, overtime opportunities shall be equalized by rotation of the employee(s) within the classification in the work group, department or plant, by shift, starting with the most senior employee(s) and thereafter, the next senior, and so on through the classification involved in such overtime.

d) Employees classified as inspectors shall be considered as part of the work group with which they normally work for purposes of overtime offering and equalization.

e) In order to equalize overtime opportunities arising as a result of excused absences from scheduled overtime or lack of volunteers for voluntary overtime within a work group, such overtime opportunities in the classifications needed will be allocated equally among the employees in the classification in the department in accordance with employee's seniority position on the departmental overtime list by the following assembly lines:

Small Assembly - 580, 582, 585, 586, 572, 577, 592, 584  
Large Assembly - 583, 587, 588, 589, 590, 596, 602  
Airside Assembly - 552, 567, 576, 594, 595, 597, 599

Small Assembly, Large Assembly, and Airside lines are split for overtime only.

f) Except for compensable injury, loss of overtime as a result of absence for any reason shall be charged as overtime worked in allocating overtime.

g) For the purpose of allocating overtime, all overtime offered, and refused, shall be considered overtime worked, unless it is outside the employee's classification or shift.

h) Overtime assignments will not be made to probationary employees unless all employees in the affected classification in the work group have been offered such overtime.

i) Employee(s), or the Steward at interest, may challenge overtime distribution at any time during the twenty-four (24) hour period following the delivery of the daily overtime distribution list to the Steward. The challenge will indicate the employee(s) bypassed and the employee improperly assigned such overtime. If an employee is bypassed in the offering of overtime, he will be given the next overtime opportunity worked in his classification.

If the Company does not distribute the available overtime as specified above, the employee(s) who is bypassed will then be paid as if he had worked the passed over overtime, provided that his record on the appropriate overtime list will be credited with such as worked.

However, in the event that an employee is intentionally bypassed of his rightful overtime opportunity, he will be paid for the overtime involved provided the employee or Union Steward grieves the overtime, in writing, in advance of the overtime being worked.

j) Overtime will be offered and distributed in accordance with the above provisions unless the parties mutually agree to a different overtime distribution procedure for all or part of the classifications contained in Schedule A.

Section 15. Overtime opportunity will be balanced as evenly

as practicable within a classification, work group, or department (where applicable), by shift. Where, in a multiple shift operation, only one shift works overtime, the next available opportunity to work overtime will be equalized between shifts by group in rotational order.

Section 16. Each employee will be allowed two (2) paid ten (10) minute breaks during each shift for personal needs and rest. Said breaks shall be scheduled as close to the middle of the first (1st) half and as close to the middle of the second (2nd) half of each shift as feasible.

Section 17. An employee whose regular shift reports for work between the hours of 5:00 a.m. and 12:15 p.m. of the same day shall be considered as working on the first (1st) or day shift. An employee whose regular shift reports for work between 12:15 p.m. and 6:00 p.m. shall be considered as working on the second (2nd) shift. An employee whose regular shift reports to work between 6:00 p.m. and 5:00 a.m. shall be considered as working on the third (3rd) shift. A ten cents (\$.10) per hour premium shall be paid to an employee on the second (2nd) shift and a fifteen cents (\$.15) per hour premium shall be paid to employees on the third (3rd) shift, which premium shall be added to the hourly rate of an employee before computing any overtime earnings.

Section 18. An employee is obligated to notify the Company as soon as practicable after he knows that he will not be able to report for work on any day.

Section 19. The provisions of this Article are intended only to provide a basis for determining the number of hours for which an employee shall be entitled to be paid at overtime rates when applicable. It shall not be construed as a guarantee to any employee of any specified number of hours of work, either per day or per week.

Section 20. The Company may choose to post a voluntary overtime listing for additional employees to work within a specified classification after overtime opportunities for all employees in that classification have been exhausted.



The list will be posted as early in the week as practicable, but in no case later than 11:00 a.m. Thursday. The list will be removed after 12:30 p.m. on Friday. Saturday and Sunday overtime opportunities will be posted in separate lists. Overtime will be mandatory for employees who sign the list(s).

Seniority will be the determining factor, unless qualifications and skills are determined by the Company to supersede such (i.e., Fabrication Setup and Operate, Fork Truck Operator, etc.).

The volunteer overtime list will be used only when work group, departmental, and classification lists have been exhausted.

Section 21. The following overtime guidelines will apply when employees are temporarily transferred from their work group or classification:

1. If an employee is temporarily transferred for more than a one (1) week period of time, he will be given overtime opportunities into that work group or classification and will be slotted in where he falls on the seniority list.

2. If the transfer is for one (1) week or less, he retains overtime rights back in his home group.

3. If an employee is transferred after a revised work schedule has gone into effect, he will not be obligated to work the scheduled overtime. However, employees may choose to work overtime on a voluntary basis if the transfer is for over a one (1) week period of time.

4. Likewise, if an employee is transferred before a revised work schedule has been posted, he will be required to work overtime if scheduled.

Section 22. In the event that it becomes necessary to train employees during overtime hours, the following guidelines will apply for employees and trainers:

## 1. EMPLOYEES:

A. The Company will first ask the affected employees to volunteer for the training assignment.

B. If it becomes necessary to schedule, the Company will give the affected employees advance notice in accordance with the Labor Agreement.

C. If training is performed on voluntary overtime, employees will be charged in their home work group or department on the appropriate overtime list (daily or weekend). These opportunities shall be marked as training, and shall not be considered as an intentional bypass and other employees will have their overtime equalized as opportunities become available. Training opportunities will be marked "T" indicating the reason why the overtime was offered and these employees who are ahead on overtime for this reason will be bypassed when asking for overtime within the work group or department. If the overtime list is exhausted, then employees who are ahead because of training will be asked.

D. If training has to be done on scheduled overtime, the overtime worked will not be charged against the employee on any overtime record.

## 2. TRAINERS:

A. When it becomes necessary to solicit trainers from the bargaining unit, a notice will be posted by the Company indicating the type of training skills required. Selections will be made by the Company based on job knowledge and training skills. If skills and knowledge of applicants are equal, individuals will be selected by seniority.

B. It is mutually agreed that trainers may spend up to twenty (20) hours per calendar month for training on overtime hours. Training in excess of twenty (20) hours will be handled per the guidelines outlined in Step C above. Overtime opportunities for trainers will be balanced as evenly as practicable by skills during the course of the month.

3. Training will not be scheduled if it requires an employee to remain away from home overnight. This does not apply if an employee volunteers for such training.

4. Any questions which arise concerning these guidelines will be handled and hopefully resolved by the joint grievance committees prior to following the usual Grievance Procedure.

## ARTICLE XV - REPORTING PAY

Section 1. An employee who reports to work at the start of his regularly scheduled shift shall receive four (4) hours work, or in case less than four (4) hours work is available, four (4) hours pay. In the event less than eight (8) hours work is available for an employee who is required to work beyond the first four (4) hours of his regularly scheduled shift, he shall receive eight (8) hours pay, except as hereinafter provided in Section 3 of this Article.

Section 2. An employee scheduled to work overtime on a Saturday, Sunday, or holiday shall receive four (4) hours work, or in case less than four (4) hours work is available, he shall receive six (6) hours pay at his regular straight time rate for Saturday or a holiday, and eight (8) hours pay at his regular straight time rate for Sunday. In the event less than eight (8) hours work is available for an employee who is required to work beyond the first four (4) hours of his regularly scheduled shift, he shall receive eight (8) hours pay at the applicable overtime rate, except as hereinafter provided in Section 3 of this Article.

Section 3. In the event an employee is notified before the conclusion of his first four (4) hours of work that enough work does not exist to complete an additional four (4) hours work, the employee may continue to work into the second four (4) hours of the shift, by mutual agreement, and the additional minimums in Section 1 and Section 2 shall not apply.

Section 4. When no work is available on his regular job, an employee may be offered and shall perform other available work at no reduction in his hourly rate in order to be eligible for reporting pay.

Section 5. These reporting pay provisions shall apply unless the Company has notified the employee or posted a notice the previous day, or earlier, that he should not report for work, or unless failure to provide work is due to conditions beyond the control of the Company, such as failure of utilities, mechanical breakdowns, fires, explosions, or acts of God. In the event an employee is not properly notified in advance and such employee reports for work, he shall receive a minimum of two (2) hours pay at his base hourly rate. The Company will attempt to notify employees by telephone, telegraph, or through immediate publicity on the local radio stations.

Section 6. The pay provisions of this Article will not apply if an employee is excused from work for personal reasons or is suspended because of disciplinary action.

#### ARTICLE XVI - CALL-IN PAY

Section 1. The Company shall pay a minimum equivalent to four (4) hours straight time hourly rate to an employee who is called into the plant for working during time other than his regular shift hours. Such work will be performed at the applicable hourly rate or overtime rate, and the total pay earned for such work will be credited against the minimum guarantee of four (4) hours at straight time hourly rate. The Company will not prevent the employee from working his regularly scheduled work on such day.

Section 2. The minimum pay guarantee set forth under Section 1 of this Article will not apply when an employee is called in before the beginning of his regular shift and works continuously into his regular shift.

#### ARTICLE XVII - INJURED EMPLOYEE PAY

Section 1. An employee injured on the job shall be paid at his hourly rate for the time lost from work for treatment during his scheduled shift hours. This treatment must be authorized by Human Resources, or its designee, and may either be on the day of the injury or on subsequent days that the employee is working.

Section 2. The Company will provide the employee with necessary transportation in cases of injury.

Section 3. Such employee shall be paid his straight time hourly rate for all time lost as a result of the injury up to the end of his scheduled shift on the day an injury occurs.

Section 4. When such employee returns to work, after the doctor's release, he shall be assigned to work he is qualified to perform at the hourly rate of pay. Such employee shall be returned to his prior work as soon as he is qualified to do the work.

Section 5. An employee who suffers a compensable injury, but is permitted to return to work by the doctor during the period of temporary partial disability shall be assigned to work he is qualified to perform at his previous hourly rate of pay for the term of the temporary partial disability only. Thereafter, he shall be returned to work and paid in accordance with Section 4 hereof.

Section 6. When it is necessary for an employee to spend time in the dispensary for treatment of a non-occupational injury or illness, in accordance with the facilities and medical personnel available, he will be paid at the hourly rate for the time required by the medical department for such treatment up to the end of his normal shift for a maximum of two (2) hours.

#### ARTICLE XVIII - BEREAVEMENT PAY

An employee who is absent from work solely because of the death and his attendance at the funeral service of his father, step-father, mother, step-mother, wife, husband, mother-in-law, father-in-law, child, step-child, brother, half-brother, sister, or half-sister shall be compensated at his straight time hourly rate for eight (8) hours per day for the time lost by him from his regular work schedule or eight (8) hours lost from scheduled Saturday work at his straight time rate by reason of such absence for a maximum of three (3) days absence, within the period of five (5) days from the date of death. In addition, the employee, for the attendance at the funeral service of his

grandparents or grandchildren, subject to the conditions above, shall be compensated at his straight time hourly rate for no more than eight (8) hours.

Probationary employees will be entitled to bereavement leaves without pay during their probationary period and will receive pay for such leaves which occurred during their probationary period upon satisfactory completion of their probationary period.

#### ARTICLE XIX - JURY DUTY PAY

Section 1. If an employee, who has completed his probationary period, is required to serve on a jury on any of his scheduled work days and loses time from his regular work schedule, supplemental pay will be granted equal to the difference between the pay he receives for service as a juror and his Company pay at base hourly rate for eight (8) hours.

Section 2. Upon receiving a summons to report for jury duty, an employee shall on the next day he is engaged in his employment exhibit the summons to his immediate supervisor and the employee shall be excused from his employment for the day or days required of him while serving as a juror in any court of the United States or the State of Tennessee and will be paid per the provisions as outlined in Sections 3 and 5 of this Article.

Section 3. If an employee is excused from jury duty on any day by 10:00 a.m., he must report for work by 12 noon and work the balance of his shift in order to be eligible for jury duty pay. In such case, the employee's supplemental jury duty pay shall be used to reduce his Company earnings.

Section 4. An employee who claims supplemental jury duty pay, must furnish the Company with a statement, signed by the Clerk of the Court, as to the amount of pay received and the days served as a juror.

Section 5. If an employee summoned for jury duty is working a night shift (2nd) or is working during hours preceding those in which court is normally held (3rd), such employee shall

also be excused from his employment as provided by this section for the shift immediately preceding his first day of service. After the first day of service, when such person's responsibility for jury duty exceeds three (3) hours during a day then such person shall be excused from his next scheduled work period occurring within twenty-four (24) hours of such day of jury service.

Section 6. An employee on jury duty leave of absence is eligible for Saturday work, if interested in such work, and should contact his supervisor to learn whether or not to report to work. In keeping with overtime regulations, the Company will cooperate in assigning such employee to work.

## ARTICLE XX - HOLIDAYS

Section 1. Full time regular employees who have completed their probationary period shall be eligible for holiday allowances. Employees who have completed their probationary period will receive holiday pay if their probationary period was completed prior to the day the holiday is observed by the plant, regardless of the calendar day in which the holiday falls.

Section 2. The following days shall be observed as paid holidays: Friday after Thanksgiving Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. There will be two (2) floating holidays each year of the contract. ( The actual date all holidays are to be observed are reflected on the calendar at the back of the contract.)

Section 3. Eligible employees shall receive eight (8) hours of pay at their hourly rate, including shift differential (if any).

Section 4. a) To be eligible for holiday pay, an employee shall have worked all his scheduled work hours on his last regularly scheduled work day before and after the holiday, unless his failure to do so is due to a cause beyond the employee's control or his absence is excused by the Company in advance.

b) An employee being laid off in a week when the plant observes a holiday will be paid for that holiday if the layoff

prevents him from working the day after the holiday, provided he meets the other requirements for holiday pay.

An employee prevented from working the day before and/or the day after a holiday due to a disabling illness or injury will be paid holiday pay provided he has worked during the week in which the holiday is observed. In order for an employee to receive holiday pay under this provision, he must provide satisfactory medical evidence to the Company.

It is understood that no employee is eligible for holiday pay for any day that he is receiving accident and sickness, worker's compensation, or unemployment compensation benefits.

Section 5. If any of the above listed holidays falls on Saturday or Sunday, the day observed by the state or nation shall be considered the holiday and observed as such in computing pay.

Section 6. When a recognized holiday occurs during the vacation period, the employee shall observe an extra day of vacation in lieu of the holiday.

Section 7. An employee who accepts a holiday work assignment and then fails to report for and perform such work, without a valid excuse, shall be considered to have not worked his last regular scheduled work day prior to the holiday as provided in Section 4 herein.

## ARTICLE XXI - VACATIONS

Section 1. a) The Company will announce the time of the annual vacation shutdown period, if any, by September 30th, but never less than thirty (30) days prior to the actual shutdown.

b) The vacation year shall be from July 1st of one year through June 30th of the next.

c) Except as otherwise provided herein, an employee must be on the active and current payroll at the time of his vacation to be eligible for vacation pay. The length of vacation and the



amount of vacation pay due each employee will be based on the amount of his seniority as of June 30th of the vacation year and shall be in accordance with the schedules shown in Section 2.

Section 2. Employees shall be entitled to the following vacation periods and pay in accordance with their seniority as of June 30th of the vacation year.

SENIORITY	PAY ALLOWANCE*	VACATION PERIOD
6 months but less than 12 months	1% of annual earnings or 20 times base rate	1 week
12 months but less than 24	2% of annual earnings or 40 times base rate	1 week
24 months or more	4% of annual earnings or 80 times base rate	2 weeks
10 years or more	6% of annual earnings or 120 times base rate	3 weeks
16 years	6.4% of annual earnings or 128 times base rate	3 weeks, 1 day
17 years	6.8% of annual earnings or 136 times base rate	3 weeks, 2 days
18 years	7.2% of annual earnings or 144 times base rate	3 weeks, 3 days
19 years	7.6% of annual earnings or 152 times base rate	3 weeks, 4 days
20 years or more	8.0% of annual earnings or 160 times base rate	4 weeks
25 years or more	10% of annual earnings or 200 times base rate	5 weeks

\* Employee entitled to higher of percentage of annual earnings or multiple of base rate.

Section 3. When figuring the employee's vacation pay percentage, it will be a percentage of his gross straight time earnings (which will include the straight time earnings portion of overtime hours, shift premium, holiday pay, vacation pay, and incentive earnings, if any incentive plan is instituted, etc.) for the twelve (12) month period ending with April 30th of the current year.

Section 4. An employee who is entitled to one (1) week's length of vacation who does not have twelve (12) month's seniority as of April 30th will have his vacation pay figured on his gross straight earnings for the months of his seniority as of April 30th, expanded to an equivalent annual amount.

#### Section 5. Vacation Schedule Shutdowns:

1. Fourth of July week as circled in the back of book.
2. Thanksgiving week as circled in the back of book.
3. The Company may schedule one additional week depending on production schedules between April 1st and October 31st.
4. All surplus vacation days not taken shall be considered as floating vacation days to be scheduled as determined by the employee and his supervisor.

Section 6. The normal period for the scheduling of individual vacations will be between April 1st of the vacation year and March 31st of the following year. In such cases, vacations will be scheduled as far in advance as is practicable, but not less than four (4) weeks. The Company will schedule individual vacations (including surplus days) in accordance with employee requests by seniority so far as is practicable in maintaining the orderly and efficient operation of the plant.

Section 7. An employee who is eligible for vacation who has been on leave of absence for reason other than illness or military service must be back on the job for a period of time equal to the length of the leave before a vacation is granted, unless such leave

of absence started after April 1st of the vacation year. This requirement must be met by June 30th of the vacation year.

An employee who has been granted a leave of absence to serve as a full-time officer of the Local Union for a year or more will not be subject to this Section. The Company agrees that, for such an employee, it will adopt the same vacation provisions as contained in this Agreement and the vacation pay of the employee for the year in which is returns will be pro-rated, based on the time worked in the vacation year.

Section 8. Employees will receive their vacation pay the last pay day in June. This pay will be by check given out with the regular payroll checks. Any full week taken prior to June 30th will be paid by the Company directly to the employee(s).

Section 9. Employees with six (6) months' seniority who terminates his employment with the Company on or after March 30th will receive vacation pay on a pro-rata basis for the number of months worked since the start of the vacation year, to which his seniority as of June 30th of the current year entitles him.

Section 10. Vacations must be taken during the time periods as outlined in Sections 5 and 6 of this Article, and vacations may not be accumulated from one year to the next. In the event that an employee may not receive all or part of a scheduled vacation, then such employee shall be eligible to receive vacation pay to which he is entitled in lieu of the vacation time off.

Section 11. An employee who has six (6) months' seniority and has not had his vacation and who is laid off for an indefinite period on or after December 30th of the vacation year will receive vacation pay to which his seniority as of June 30th of the vacation year entitles him. An employee, laid off prior to December 30th of the vacation year who returns to work prior to June 30th of the vacation year, shall receive his vacation pay in full.

Section 12. A reinstated veteran returning from military service must complete one (1) month of service before June 30th to become eligible for a vacation in the current vacation year,

unless he had already received vacation pay for that vacation year.

Section 13. An employee who is eligible for vacation who is granted a leave of absence for illness will receive vacation pay to which his seniority as of June 30th entitles him during the first year of such leave. Payment will be made according to Section 8 of this Article.

Section 14. An employee who dies on or after January 1st, who has not received his vacation, will have the vacation pay to which he would have been entitled as of June 30th paid to his spouse or legal representative.

## ARTICLE XXII – WAGES – JOB CLASSIFICATIONS – JOB EVALUATIONS

Section 1. Employees within the bargaining unit shall be paid wages for his job classification as reflected on Appendix "A" and made a part hereof. No employee shall suffer a reduction in pay by reason of signing of this Agreement.

Section 2. All wage adjustments will be effective on Mondays. All increases which fall on Monday, Tuesday, or Wednesday will be effective on Monday of the same week. All pay increases which fall on Thursday or Friday will be effective the following Monday.

Section 3. The Company has supplied the Union with the job description of each of the listed jobs reflected on Appendix "A" simultaneous with the signing of this Agreement.

Section 4. New or changed jobs or classifications deemed necessary by the Company shall be described, slotted, and filled by the Company, and the rate of pay and job description for such classifications will be reviewed with the Union. In the event an employee would be subject to a reduction in pay as a result of a changed job, he will hold his previous rate of pay; however, new employees going into the changed job shall receive the new rate of pay for the job.

Requests for job evaluations may also be made in writing by the Business Manager and submitted to the Human Resources Department. Such requests must cite the job to be evaluated and alleged changes made to that job. Once the request is received, the Company and the Union shall conduct the evaluation within forty-five (45) days, provided that only one (1) evaluation shall be done in the forty-five (45) day time frame. Once a job evaluation has been completed by both parties, the Company and the Union agree to meet within two (2) work weeks to discuss results.

In the event the parties fail to agree on the rate of pay or the job description for the new or changed job or classification, the matter shall be subject to the Grievance and Arbitration Procedures.

Section 5. All employees shall be paid in accordance with Schedule "A" attached hereto.

Section 6 a) When an employee is permanently transferred to a job in the higher labor grade, he will receive the higher rate of pay for such job in accordance with plant seniority. Thereafter, he will continue to receive wage increases in accordance with the rates and time intervals on the new job as shown on the aforesaid wage scales.

b) In a reduction in work force, the automatic pay progression for employees who are laid off for a period of time less than six (6) months will not be affected. Employees laid off for a period of time greater than six (6) months shall have their automatic wage progression frozen for the length of time they are laid off from work with the Company.

Section 7. It is expressly understood and agreed that the Company will not request, and the Union will not be required to negotiate, any other system of wage payments during the life of the Agreement, other than that expressly agreed upon in this Article and Schedule "A" except as amended by the Productivity Gain Sharing Letter of Agreement dated May 1, 2000 and shown in the back of this contract.

It is further understood and agreed that employees will be

expected to produce a quantity on the task assigned consistent with producing a fair day's work for a fair day's pay commensurate with normal production of a normal employee on the work assigned.

It is further agreed that employees will not be required to research and enter a time interval rate for the work assigned, but will be required to enter amounts of production and the time involved to produce same if requested to do so by the Company.

Section 8. A monthly tool allowance of one hundred and fifty (\$150) dollars will be paid to all Tool Room and Maintenance employees in Labor Grades 1 through 4 as of the date of this agreement with payment being made at the end of each quarter. In the future, Maintenance non-skilled positions will not receive this designated Tooling Allowance.

Section 9. The Company and the Union have agreed to continue the same guidelines that have been applied in the previous labor agreements concerning Standard Stewards and Job Evaluation Specialists with it being understood that there will be one Standard Steward on first shift and one on second shift and one Job Evaluation Specialist with one designated alternate.

#### APPENDIX A

GRADE	CODE	CLASSIFICATION
11	K01	Janitor
10	J05	Ground Keeper
9	907	Tube Machine Operator
	906	Assembler Line
	905	Coil Production
8	817	Coil Brazer
	816	Wire Crib Assembler
	815	Assembly Wireman
	813	Sub-Assembly Brazer
	810	Maintenance Material Handler
	809	Fork Truck Operator

808 Press Operator  
807 Assembly Brazer  
805 Packer  
804 Blower Wheel Balancer  
801 Oiler

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7 723 Sub-Assembly Brazer Utility  
718 Receiving Clerk  
717 Leak Test Repair  
716 Stockman A  
715 Freight Accumulator Loader  
714 Auto-Hand Brazer Set-up and Operator  
713 Assembly Utility  
710 Square Shear Set-up and Operator  
709 Coil Utility  
707 Maintenance Helper  
702 Utility Crater-Packer

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6 612 Coil Core Tube Set-up and Operator  
607 Stores Keeper  
606 Arc Welder

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5 515 Manufacturing Specialist  
514 Scrap Co-ordinator  
513 Quality Analyst  
510 Purchased Parts Inspector  
506 Painter Utility  
504 Wire Crib Set-up and Operator

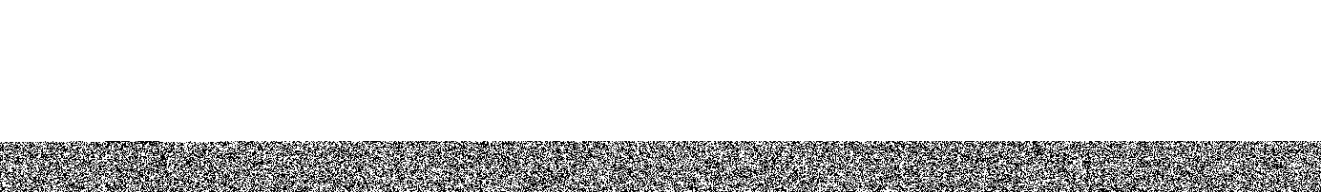
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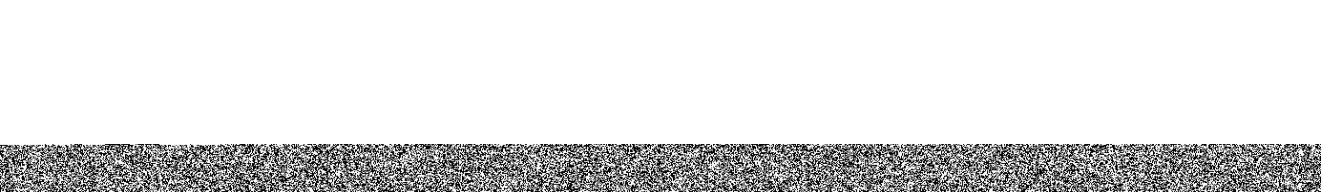
4 416 Drott Operator  
414 Tooling Co-ordinator - Large Press  
413 General Repairman  
412 Waste Water/Instrument Repair  
411 Fabrication Utility  
409 Utility Assembly Inspector  
408 Audit and Test Inspector  
407 Tooling Co-ordinator  
406 Press Expander Set-up and Operator  
405 Production Quality Co-ordinator  
404 Precision Inspector  
403 Tube Set-up and Operator

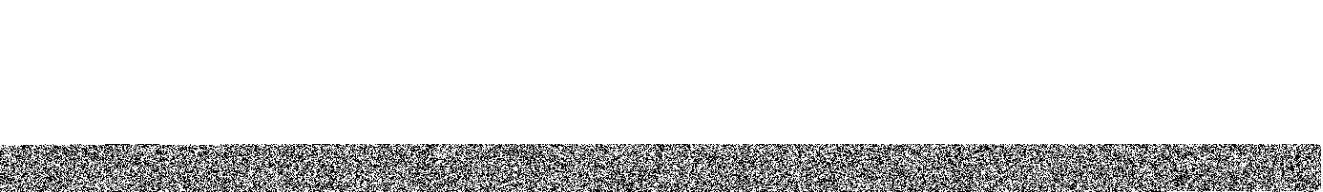
	402	Sheet Metal Mechanic
3	315	Turret Tool Crib Attendant
	307	Modification Technician
	305	Technical Trades Trainer
	304	Braze & Process Specialist
	302	Tool Room Machinist
	301	General Maintenance B
2	M01	General Maintenance A
	212	Quality Specialist
	203	Forklift Repair
	202	Tool and Die B
1	101	Tool and Die A

\*Crewleaders' pay shall be \$.84 above the top rate in area of responsibility.









## ARTICLE XXIII - COST OF LIVING

During the second and third years of the contract, base rates will be adjusted when the Consumer Price Index increases more than five percent (5%) per contract year in accordance with the schedule indicated below. The adjustment will be an increase of one cent (\$.01) for each full four-tenths (.4) of a point increase in the Consumer Price Index up to a maximum of twenty cents (\$.20) each year.

The base rates will be adjusted quarterly as follows:

INCREASE IN CPI DURING	BASE RATES TO BE ADJUSTED FIRST PAY PERIOD IN
November, December, 2002, January, 2003	March, 2003
February, March, April, 2003	June, 2003
May, June, July, 2004	September, 2004
August, September, October, 2004	December, 2004
November, December, 2004, January, 2005	March, 2005
February, March, April, 2004	June, 2005
May, June, July, 2005	September, 2005
August, September, October, 2005	December, 2005
November, December, 2005, January, 2006	March, 2006
February, March, April, 2006	June, 2006

The term "Consumer Price Index," as used herein, shall mean the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W) U.S. All Cities, All Items (1967 = 100).

No adjustments retroactive or otherwise will be made in the amount of the cost of living wage increase due to any revision which later may be made in the published figures for the Index for any months on the basis of which the wage increases shall have been determined.

Cost of living payments under this Agreement will be calculated under the Index in its present form as long as the Bureau of Labor Statistics publishes it. When and if the Bureau of Labor Statistics discontinues the Index in its current form, the revised market basket of goods and services basis will be used.

## ARTICLE XXIV - CARRIER CORPORATION REPRESENTED EMPLOYEE SAVINGS PLAN

The term, conditions and benefits of the Carrier Corporation Represented Employee Savings Plan effective July 1988, are detailed in the "Employee Savings Plan" booklet which will be updated as of May 1, 2003 as follows:

a) Effective May 1, 2003, increase employee contributions to forty-two dollars (\$42.00) maximum in one dollar (\$1.00) increments matched by the Company at 50% weekly. In addition, employees can save up to an additional seventy-two dollars (\$72.00) in one dollar (\$1.00) increments unmatched.

b) Effective May 1, 2004, increase employee contributions to forty-four dollars (\$44.00) maximum in one dollar (\$1.00) increments matched by the Company at 50% weekly. In addition, employees can save up to an additional seventy-four dollars (\$74.00) in one dollar (\$1.00) increments unmatched.

c) Effective May 1, 2005, increase employee contributions to forty-six dollars (\$46.00) maximum in one dollar (\$1.00) increments matched by the Company at 50% weekly. In addition, employees can save up to an additional seventy-six dollars (\$76.00) in one dollar (\$1.00) increments unmatched.

d) Employees may elect to put all or part of their matched or unmatched contributions into the Savings Plan on a before-tax basis in accordance with section 401 (K) of the Internal Revenue Code. Such contributions must be made in whole dollar increments.

## ARTICLE XXV - GROUP INSURANCE

The dental plan schedule in place as of the signing of this contract will remain in effect through April 30, 2003. The dental plan schedule will be updated effective May 1, 2003 and will remain in effect through the remainder of this agreement. The maximum benefits payable each year for each covered person shall remain \$1,500 and the maximum lifetime benefit for orthodontic services per each covered person continues to be

\$1,500. Dependent eligibility under the dental assistance plan will be the same as the eligibility provisions under the health care plan.

The weekly contributions for dental coverage through the company's dental plan during the life of the agreement will be:

Time Frame	Single	Employee + One	Family
12/19/02-4/30/03	\$0.00	\$0.50	\$1.00
5/1/03 TO 5/1/06	\$1.50	\$3.00	\$4.50

The terms and provisions of the Point of service (POS) Fixed Fee Managed Care Medical Plan shall remain in effect for the duration of this agreement. During the specified open enrollment period(s), an employee may choose among the POS Fixed Fee Managed Care Medical Plan, or Indemnity Out-of-Area Plan, or United Options (PPO)[as long as UTC makes that option available], or a qualified health maintenance organization (HMO), - pursuant to the letter of understanding HMO offering or may decide to have no medical coverage.

The maximum lifetime benefit shall remain \$1,500,000.

The weekly contributions for medical coverage through the company's POS Fixed Fee Managed Care Medical Plan or Indemnity Out-of-Area Plan, or United Options (PPO) during the life of the agreement will be:

Time frame	Single	Employee + 1	Family
12/19/02-4/30/03	\$5.50	\$11.00	\$16.50
5/1/03-4/30/04	\$6.50	\$13.00	\$19.50
5/1/04-4/30/05	\$7.50	\$14.95	\$22.45
5/1/05-5/1/06	\$8.65	\$17.20	\$25.85

The weekly employee contribution for medical coverage for those employees electing an available HMO will be determined in accordance with the "Letter of Understanding - HMO Offering."

For the period December 19, 2002, through April 30, 2003, the three tier prescription drug plan, covers 100% of the

cost of generic drugs after a \$7.00 employee co-pay, 100% of the cost of preferred brand drugs after a \$15.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription and 100% of the cost of non-preferred brand drugs after a \$25.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription. Mail order coverage under the revised prescription drug plan covers 100% of the cost of generic drugs after a \$7.00 employee co-pay, 100% of the cost of preferred brand drugs after a \$30.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription and 100% of the cost of non-preferred brand drugs after a \$50.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription.

For the period May 1, 2003 through the expiration of the agreement, the three tier prescription drug plan, covers 100% of the cost of generic drugs after a \$8.00 employee co-pay, 100% of the cost of preferred brand drugs after a \$16.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription and 100% of the cost of non-preferred brand drugs after a \$35.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription. Mail order coverage under the revised prescription drug plan covers 100% of the cost of generic drugs after a \$12.00 employee co-pay, 100% of the cost of preferred brand drugs after a \$35.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription and 100% of the cost of non-preferred brand drugs after a \$70.00 employee co-pay if the employee's doctor writes or otherwise indicates "Dispense as Written" on the prescription.

Coverage for mental health and substance abuse treatment, as outlined in the Medical Benefits - Summary Plan Description, shall continue in effect for the duration of the Agreement.

Effective December 19, 2002, the following will remain in effect:

- a. Life insurance continues at \$28,000.
- b. Accidental death and dismemberment insurance continues at \$28,000.
- c. Accident and sickness weekly benefit continues at \$225.
- d. Life insurance for each covered dependent, as these covered individuals are identified in the annual health coverage enrollment, continues at \$6,000. Life insurance coverage for an employee's spouse will continue at \$6,000.

*Effective May 1, 2003, the following changes will be made:*

- a. Life insurance will be increased to \$29,000.
- b. Accidental death and dismemberment insurance increased to \$29,000.
- c. Accident and sickness weekly benefit increased to \$230.

*Effective May 1, 2004, the following changes will be made:*

- a. Life insurance will be increased to \$30,000.
- b. Accidental death and dismemberment insurance will be increased to \$30,000.
- c. Accident and sickness weekly benefit increased to \$235.

*Effective May 1, 2005, the following changes will be made:*

- a. Life insurance will be increased to \$31,000.
- b. Accidental death and dismemberment insurance will be increased to \$31,000.
- c. Accident and sickness weekly benefit increased to \$240.

Employees laid-off will be allowed to keep insurance coverage until the end of the month in which they are laid-off by paying the applicable employee contribution.



## ARTICLE XXVI - RETIREMENT PLAN

The terms, conditions and benefits currently in effect under the Retirement Plan established November 1, 1968 and amended and restated as of January 1, 1976, and August 13, 1979, shall be continued and on January 1, 2003, the benefit will be increased to \$36.00 per month times years of service. Employees retiring from January 1, 2003 through the term of this Agreement, will receive the cumulative benefits of this Agreement (see also: Letter of Understanding on page 89). In the event of an early retirement, the actuarial reduction shall not be greater than fifty percent [50%]

## ARTICLE XXVII - MILITARY LEAVES

Section 1. The Company agrees to observe all of the federal laws with respect to employees leaving to enter the Armed Forces of the United States. Such employees will be granted an automatic leave of absence during such period. The parties hereto specifically recognize that if such employee applies for reinstatement within the time period provided in the federal law, his full benefit rights and seniority rights shall be restored at the time of reinstatement.

Section 2. Leaves of absence will be granted to employees on the active payroll for required participation in short-term military training activities, which will normally not exceed two (2) weeks per year.

In order to maintain base earnings of eligible employees required to attend such activities, supplemental pay will be granted equal to the difference between all pay received from the military (with the exception of travel allowances and meal allowances) and the regular Company pay for the first two (2) weeks of such period per year. To be eligible for the supplementary pay, the employee must have completed his probationary period prior to the beginning of his military leave and the employee must have been a member of the military unit involved for three (3) months or longer.

Section 3. If a short-term military training period conflicts with the regularly scheduled vacation period, the employee may request an alternate vacation period.

Section 4. Upon termination of such military leave, the employee shall be offered reinstatement in his former work group, job classification, and shift provided his seniority entitles him to bump the least senior employee in the former work group, job classification, and shift, and if the former job continues to be in effect. If reinstatement in his former position is not feasible, due to a service disability, every effort will be made to place the employee in a position for which he can qualify and at a status and compensation as close as possible to his former position.

Section 5. Reinstatement in the Group Insurance Plan shall commence on the first day of work after an employee returns from military leave.

Section 6. Employees (except those participating as outlined in Section 2 herein above) who have less than six (6) months' service in any vacation year shall receive one-half (1/2) of the vacation pay they would have received should they have continued working until June 30th, upon presentation of evidence of formal entry into active military service. Employees who have more than six (6) months' service in any vacation year shall receive the vacation pay they would have been eligible to receive had they continued working until June 30th, upon presentation of evidence of formal entry into active military service.

Section 7. A seniority employee who is required to report for examination during working hours in order that his physical fitness for military service may be determined shall be entitled to time off with pay for the time required at his base rate.

## ARTICLE XXVIII - INVENTORY

Section 1. The manner, method, means, and time of taking inventory shall be determined by the Company.

Section 2. Employees scheduled to take inventory shall receive their base hourly rate of pay and shall be charged with all overtime hours worked.

Section 3. In the event an inventory is to be taken during the vacation periods, employees scheduled to work shall be given four (4) weeks advance notice.

Section 4. The Company will determine critical classifications and work groups for bargaining unit employees who are needed for taking inventory. Employees in work groups and classifications not designated as critical by the Company will be allowed to work inventory on a voluntary basis. If the number of volunteers in the non-critical work group(s) and classification(s) is not sufficient, the Company will schedule employees to work inventory in inverse order of seniority. In the event that the Company does not schedule all employees in a work group(s) or critical classification(s), employees in the work group(s) or critical classification(s) will be worked on a voluntary basis and scheduled in inverse order of seniority, if necessary.

## ARTICLE XXIX - SAFETY

Section 1. The Company shall continue to maintain high standards of safety and health in order to eliminate, as far as possible, industrial accidents and protect the health of employees. The Company, the Union, and each employee recognize that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules, regulations, and practices and report unsafe conditions to his supervisor or the Safety Committeeman in his area for the protection of himself and other employees.

Section 2. a) Complaints regarding working conditions shall receive prompt consideration by the Company, and every effort will be made to remedy unsafe or unhealthy working conditions.

An employee and/or Union Steward shall, upon being made aware of any safety concern that arises, call such matter to the attention of his supervisor. If such matter is not taken care of promptly, the Union Steward and/or employee will immediately

refer the matter to the appropriate superintendent and/or department manager. Should the matter remain unresolved, the employee, Union Steward, or Union's Business Manager may bring the issue to the attention of the Safety Director for appropriate action.

b) **JOINT COMMITTEE:** The Safety Committee will have its membership increased to six (6) representatives designated by the Company and six (6) representatives designated by the Union. If it becomes necessary at any time to increase the Safety Committee, it can be done by mutual agreement. The Safety Committee will meet monthly to study, discuss, and make recommendations to the Company concerning safety and/or health conditions on the company premises. The Union's Business Manager, or his designee, will be given permission through Human Resources to visit areas in the plant to review safety concerns.

The Company welcomes employee suggestions to promote employee safety and health and will give prompt attention to complaints concerning unsafe or unhealthy working conditions.

Section 3. The Company will provide employees with adequate personal protective equipment for work operations requiring the use of such equipment. The Company will determine where such equipment is necessary and will select the equipment to be used.

Section 4. The Company will furnish safety shoes to employees at the cost of the company.

Section 5. Where prescription safety glasses are required as evidenced by a doctor's prescription, the glasses will be furnished to employees by the Company at the cost to the employees indicated below:

- |  |         |
|--|---------|
| a) Single vision prescription safety glasses   | \$4.00  |
| b) Bifocals  | \$6.00  |
| c) Trifocals   | \$8.00  |
| d) Double Bifocals   | \$12.00 |
| e) Tinted lenses will be furnished to employees required to work in welding areas at no additional cost. |         |

If an employee does not wish to take advantage of the reduced prices listed above for prescription safety glasses, he must obtain the specifications for the lenses and the frames from the Safety Department, which shall be the same specifications as used by the Company. If the employee elects to purchase prescription safety glasses other than through the Company, the Company is not obligated in any way to reimburse him for any cost he may have incurred (see also: Letter of Understanding on page 81).

### ARTICLE XXX - BULLETIN BOARDS

1. Space shall be made available on the plant bulletin boards, or the Company may provide separate bulletin boards, for posting of official union notices, announcements, and matters of mutual interest to the Union, employees, and Company.

2. All such material shall be reviewed, approved, and posted promptly by a representative of the Human Resources Department, if it is not of a controversial nature.

### ARTICLE XXXI - COPY OF AGREEMENT

The Company and the Union desire that each employee in the bargaining unit be familiar with the provisions of this Agreement and his rights and obligations under it. The Company, therefore, will print this Agreement and make available a copy of this Agreement to each employee and all future employees on their date of hire.

### ARTICLE XXXII - PLANT RULES AND DISCIPLINE

Section 1. It is agreed that the employees covered by this Agreement shall be governed by the Plant Rules listed in Section 6 herein, agreed upon by the parties, effective as the date of this Agreement.

Section 2. If at any time the Company deems it necessary to question an employee concerning information that could result in subjecting the employee to disciplinary action, the employee will be advised of his right to have his Union Steward

present during the questioning. It is agreed that when an employee covered by this Agreement is disciplined in any manner or discharged in accordance with the penalties prescribed in the Plant Rules, the Union representative at interest will be notified within one (1) normal working day. A grievance may be filed in accordance with Article VIII within three (3) working days following the issuance of notice of a reprimand or within three (3) working days following the return to work after disciplinary time off, whichever is later. In the event of suspension or discharge, the employee shall be notified that he will be allowed to see the Steward at interest before leaving the Company premises. Any grievance pertaining to discharge will be entered at Step 3 of the Grievance Procedure.

Section 3. The penalties listed in the Plant Rules for violations are intended to be the penalties for the normal type of violation having normal consequences. Subject to the Grievance Procedure, the Company may take more severe disciplinary measures where the violation has serious consequences. Conversely, the Company may take less severe disciplinary measure under the opposite circumstances.

Section 4. If an employee keeps his record clear of all violations of plant rules for a period of twelve (12) months, such prior violations will not be considered when administering discipline in the event of a subsequent violation.

Section 5. Employees may be discharged when four (4) different rules have been violated within a twelve (12) month period and at least one such violation led to a suspension.

Section 6. Reasonable rules of conduct are necessary for the orderly and efficient operation of any organization. It is mutually agreed that the plant rules are stated herein and the penalties as related to violations are necessary for the orderly and efficient operation of the plants; that the plant rules will not be used in a capricious manner by the Company. Any infraction of these rules shall constitute just cause for disciplinary action.

a) Deliberate refusal to perform, follow or carry out orders, instructions, directions and/or assignments from your known authorized or declared supervisor.

1st Offense - 3 days off  
2nd Offense - Discharge

b) Theft of property of any employee or the Company or the unauthorized removal from the plant of such property or willful or intentional sabotage or destruction of Company property or the property of another employee:

Discharge

c) Possession of illegal drugs, other than personal prescriptions, or consuming such drugs or intoxicating beverages on the Company premises or bringing into the plant or reporting for work under the influence of such illegal drugs or intoxicating beverages:

1st Offense - 2 days off  
2nd Offense - Discharge

d) Fighting with, threatening, or intimidating other employees on Company property:

1st Offense - 2 days off  
2nd Offense - 5 days off  
3rd Offense - Discharge

e) Violating and disregarding safety rules and common safety practices or contributing to unsanitary and unhealthy conditions:

1st Offense - Reprimand  
2nd Offense - 1 day off  
3rd Offense - 5 days off  
4th Offense - Discharge

f) Deliberate falsifying of production counts or other Company records:

Discharge

g) Attendance will be tracked and disciplinary action given in accordance with the M-1 Absentee Points System as shown in the back of the contract book.

h) Walking off the job (leaving the plant) or unauthorized absence from work during scheduled working hours:

1st Offense - Warning  
2nd Offense - 3 days off  
3rd Offense - Discharge

i) Major negligence resulting in serious damage to Company property:

1st Offense - 1 day off  
2nd Offense - 3 days off  
3rd Offense - Discharge

j) Failure to meet accepted work standards for quality or failure to perform work in a quantity commensurate with the ability of a normal employee to perform the work assigned:

1st Offense - Warning  
2nd Offense - 1 day off  
3rd Offense - 3 days off  
4th Offense - Discharge

k) Habitual failure to scan badge for time reporting purposes:

1st Offense - Warning  
2nd Offense - 3 days off  
3rd Offense - Discharge



l) Repeated abuse of personal time allowances:

- 1st Offense - Warning
- 2nd Offense - 1 day off
- 3rd Offense - 3 days off
- 4th Offense - Discharge

m) Intentional deviation from established work procedures without authorization from your supervisor:

- 1st Offense - Warning
- 2nd Offense - 1 day off
- 3rd Offense - 3 days off
- 4th Offense - Discharge

n) Soliciting or distribution of printed matter in the plant is prohibited in working areas during working time:

- 1st Offense - 1 day off
- 2nd Offense - 2 days off
- 3rd Offense - Discharge

o) Posting or removing notices and signs of any description on Company property, without the written approval of the Human Resources Department:

- 1st Offense - 3 days off
- 2nd Offense - Discharge

p) Deliberate falsification of personnel records or application for employment of a nature that would seriously affect employment:

Discharge

q) Unauthorized possession of firearms or explosive devices in the plant and/or outside of the employee's vehicle:

Discharge

r) Gambling on Company property at any time:

- 1st Offense - Warning
- 2nd Offense - 3 days off
- 3rd Offense - Discharge

s) Sleeping during working hours on Company premises:

- 1st Offense - 3 days off
- 2nd Offense - Discharge

t) Intentional entering of time into the reporting system for another employee or having your time entered by another employee for the purpose of defrauding the Company:

Discharge

The above rules are not all inclusive, but cover the most common infractions. Penalties for other unacceptable conduct will be administered consistent with the seriousness of the offense, subject to the Grievance and Arbitration Procedures.

#### ARTICLE XXXIII - WAIVER

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or material not removed by law from the area of collective bargaining and that understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Except by mutual consent, which is evidenced by written agreement duly executed by the parties, this Agreement may not be modified or changed by the addition of new provisions, or the deletion of existing provisions.

Section 2. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## ARTICLE XXXIV - GENERAL PROVISIONS

Section 1. In the event of a plant closing, the Company agrees to fulfill its legal obligations to negotiate over the impact of its decision.

## ARTICLE XXXV - COMPETITIVENESS COUNCIL

Section 1. The Company and the Union will establish a joint Labor/Management Competitiveness Council for the purpose of identifying and making recommendations on issues that adversely impact successful operations at M-1. Examples of issues the Council will be concerned with include: quality improvement initiatives, alternatives to subcontracting practices and procedures that inhibit competitiveness, etc. The guiding principle for the Council's efforts will be the balanced interests of employees, the Company, and the customers. The Council will be established no later than July 1994, and will be responsible for establishing guidelines on how the Council will function. The Council will consist of six members: three (3) appointed by the Union's Business Manager, and three (3) appointed by the Plant Manager in consultation with the Union's Business Manager.

## ARTICLE XXXVI - DURATION OF THE AGREEMENT

Section 1. Any Letter of Agreement made during the life of the previous Collective Bargaining Agreement which has not been extended and made a part of this Agreement through negotiations shall cease with the effective date of this Agreement. This Agreement shall constitute the entire Agreement between the parties and shall become effective on the following the ratification vote [December 19, 2002] and shall continue in full force and effect until 12:01 a.m. on May 1, 2006, and shall be automatically renewed from year to year thereafter, unless notice of desire to terminate or modify is given by either party in accordance with Section 2 of this Article.

Section 2. Either party may, upon written notice to the other party, at least sixty (60) days, but not more than one hundred twenty (120) days prior to termination date, give notice of desire to terminate or modify the Agreement following its

termination date. Such notice shall be given by registered or certified mail to the Local Union at its official address, and to the Company at its McMinnville, Tennessee, address.

Section 3. In witness whereof, the parties hereto have executed these presents, or caused same to be executed on their behalf, all as of December 19, 2002.

Sheet Metal Workers'  
International Association  
Local Union 483

By: Danny Green  
Jesse Bratcher  
Mike Stevens  
Ronald Carter  
Donald League  
Cleo Sanders  
Donald Rackley  
Stevie Green

Carrier Corporation

Anne Bazydlo  
Rick Warters  
Dantaya Williams  
Gary Judkins

#### M-1 ABSENTEE POINT SYSTEM

1. Absentee will fill out an absentee report and give directly to the immediate supervisor.
2. The supervisor will excuse or not excuse the absence, write this on the report, and give one (1) copy to the employee.
3. When an employee reaches six (6) points, he/she will receive a written reprimand.
4. When an employee reaches eight (8) points, he/she will receive a second written warning.
5. When an employee reaches ten (10) points, he/she will receive a one-day suspension.
6. Upon reaching fourteen (14) points, an employee will be terminated.
7. An employee who goes thirty (30) consecutive calendar days without an unexcused absence or tardiness will have two (2) points reduced from his/her total point count. However, such time will be frozen for any days an employee is on a leave of absence.

## POINT VALUES FOR UNEXCUSED ABSENCE/TARDINESS

1. Absence	2 Points
2. Voluntary Saturday/Sunday/Holiday Absence	3 Points
3. Tardiness	1/2 Point
4. Home Early before Four (4) Hours Worked	1-1/2 Points
5. Home Early at Four (4) Hours Worked	1 Point
6. Home Early AFTER Six (6) Hours Worked	1/2 Point

### GUIDELINES FOR EXCUSING ABSENCES:

1. A written doctor's excuse saying that the employee was unable to work.
2. Personal business with advance notice and approval.
3. Bereavement leave.
4. Jury duty.
5. Court summoned witness.
6. Military leave.
7. A written doctor's excuse saying that the employee's spouse, child, or parent required medical attention.
8. Official Union business.
9. Severe weather conditions where blanket excuse is granted to all employees by the Company.

### TARDINESS:

The only time tardiness will be excused is in the event of a severe weather condition or unusual circumstances where a blanket excuse is granted to all employees. Tardiness consists of lateness up to one (1) hour. Beyond this point, the absence is considered as a "Home Early," as listed above.

## M-1 PERFECT ATTENDANCE PROGRAM

An employee will receive eight (8) hours of pay at his base rate for each contract half-year of perfect attendance. To be eligible for this program, an employee must have been on the active payroll for the entire half-year.

Perfect attendance shall be defined as no absences, late clock-ins, or early clock-outs during the entire contract half-year. However, absences caused by inclement weather code J., paid holidays, jury duty, or court summoned witness, short-term military leave, vacation, temporary layoff, bereavement pay, Union business, or volunteering to go home when asked, shall not be considered as absences for determining eligibility under this program.

Payments earned under this program will be made no later than the first (1st) month following the half-year in which they are earned. Such payments will be made by separate check.

## M-1 SUBSTANCE ABUSE POLICY

Carrier is committed to providing a safe working environment. As part of this commitment, it is the responsibility of every employee of Carrier/McMinnville to report to work in an unimpaired state. Employees of Carrier/McMinnville are prohibited from reporting to work while under the influence of alcohol or illegal drugs. Carrier fully recognizes the dangers associated with drug and alcohol abuse and will help any employee who requires assistance. If you have a substance abuse problem you should seek help through the Company's EAP program by contacting the Medical Department, Human Resources Department or by calling 1-800-288-0882.

Reasons for Testing:

Employees may be required to submit to a drug/alcohol screen under the following conditions:

1. There is a reasonable suspicion that the employee is under the influence of alcohol and/or illegal drugs. This suspicion

will be based on objective facts including the employee exhibiting slurred speech, uncoordinated movement, or impaired judgment, or detection by the Company of alcohol or other illegal drugs on the employee's person.

2. The employee has been involved in an accident at work that has resulted in an OSHA recordable accident. A recordable accident is defined as an accident, caused in whole or in part by an unsafe act of the employee, on Company time involving an injury to an employee that results in medical treatment other than first aid. Any employee involved in a recordable accident while operating machinery or a motorized vehicle, whether they are injured or not, may be required to submit to a drug and/or alcohol screen.

#### TESTING PROCEDURE:

Before being required to produce specimens for a drug/alcohol screen, the employee must sign a consent form. Any refusal to sign the consent forms or to submit to testing will be considered as a positive test result under this policy. The employee at that time will receive a written explanation of the entire procedure including the conditions under which the specimen is to be produced, the chain-of-possession procedures, and the nature in which the test results will be reported. Disclosure of medication being used by the employee at the time the specimens are collected will only be made in the event of a positive test result and, in that event, only to the company. In the event there is a break in the chain-of-possession of a sample, the test results of that sample will not be used for any purpose. Time spent on tests pursuant to this procedure will be considered as time worked.

Any positive initial test result will then be subject to a confirmation test. In addition, the employee in question will be advised of any positive test result by the proper medical personnel and have the opportunity for explanation and discussion prior to the reporting of these results to the Company. The affected employee shall have the right to have a certified laboratory of his/her choice test the same specimen sample. If this test results in a negative result, the employee will be put back to work immediately with full back pay.

## Positive Test Results:

Employees who undergo drug or alcohol testing which results in a positive test result will be required to sign an agreement, which will require the employee to attend and complete substance abuse counseling as determined by Carrier's EAP or an approved Drug and Alcohol Substance Abuse Treatment Program, and to submit to random testing for the next twelve months. Any subsequent positive test result or violation of the letter of agreement under this policy will result in a two-day suspension under Plant Rule C and an additional twelve months of random testing. Any employee who tests positive for alcohol and/or illegal drugs a third time, or violates a letter of agreement under this policy a second time, will be discharged immediately.

Any employee who refuses to submit to testing under this policy or refuses to sign an agreement under this proposal will be suspended for two days under Plant Rule C. In addition, such

employee will be subject to random testing for the next twelve months. Any further positive test results and/or refusal to submit to such testing will lead to immediate discharge under Plant Rule C.

## Other Violations of This Policy:

The sale or distribution of illicit drugs, or other illegal sale of drugs on Carrier property will result in immediate discharge.

## Testing Guidelines:

Screening for eight drug groups and alcohol shall be performed. This will require urinalysis to screen for the presence of drugs or controlled substances. A breathalyzer or blood sample will be used to test for the presence of alcohol. Carrier will pay for initial testing and confirmation testing if the initial test results are positive. The following testing limits will apply:

Amphetamines	1000 ng/ml
Marijuana metabolites	100 ng/ml
Benzoyllecgonine - Cocaine metabolite	300 ng/ml



Opiates	300 ng/ml
Barbiturates	300 ng/ml
Phencyclidine	25 ng/ml
Alcohol	Tennessee Legal Limit
Methadone	300 ng/ml
Benzodiazepines	300 ng/ml

### Confidentiality

Results of an employee's drug test will become part of their medical file, as will consent forms for testing and the release of such test results to Carrier officials. An employee's test results will be shared with the employee and they will have the right to have their union representative present at such time.

The actions taken under this plan will be dealt with in as strict of confidence as is reasonably possible. Information relevant to the investigation of possible drug and/or alcohol use/abuse, the results of any testing and any follow-up action will only be shared on a "need to know basis."

An employee does not waive any of his/her rights under the grievance procedure.

## CONSENT AND RELEASE FORM

I, \_\_\_\_\_,  
hereby consent to the collection of a urine, and/or blood, or  
breath sample from me, and to the testing of such specimens for  
the presence of alcohol, drugs or the metabolites of such drugs.  
I also authorize the release of such tests to Carrier Corporation  
and its representatives.

I understand that my refusal to consent to testing or the  
release of such test results will be considered as a positive test  
result under this policy and as such I will be suspended for two  
days under Plant Rule C and will be subject to drug/alcohol  
testing for the next twelve months at the Company's discretion.

Consent Given

\_\_\_\_\_ Date: \_\_\_\_\_

Union Representative

\_\_\_\_\_ Date: \_\_\_\_\_

Company Representative

## LETTER OF AGREEMENT

In consideration of the Company's willingness to continue my employment, I \_\_\_\_\_, agree to:

1. Submit to random follow-up urinalysis and/or blood or breath tests for the evidence of drug or alcohol use for the twelve-month period following my treatment and/or rehabilitation.

2. Follow my counselor, therapist and/or doctor's advice with respect to treatment and rehabilitation and to successfully complete any inpatient and/or outpatient programs recommended by the above.

3. Authorize persons involved in counseling, diagnosing, and treating me, to disclose to the Company my progress and cooperation, my drug and alcohol use, as well as their diagnosis and recommendations for treatment.

I have read and understand this agreement and certify I am entering into it voluntarily and with full knowledge that any violation of this agreement will lead to:

\_\_\_2 day suspension under Plant Rule C, and twelve additional months of testing.

\_\_\_Immediate termination of my employment with Carrier Corporation.

I have been given a reasonable opportunity to discuss this agreement with a representative of the Union.

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Union Representative

\_\_\_\_\_ Date: \_\_\_\_\_

Company Representative

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
SAFETY GLASSES PROGRAM

MAY 1, 2000

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

This letter is to confirm the agreement reached during our recently completed 2000 negotiations concerning the Carrier/McMinnville Safety Glasses Program.

In addition to the program as covered under article XXIV Section 5 of the Collective Bargaining Agreement, the company will also pay an additional twenty dollars (\$20) towards each M-1 employee's additional costs for their own safety glasses. This twenty dollar supplement may be applied to any of the costs of obtaining safety glasses for such employee including lens upgrades, additional costs of frames, eye exam or fitting costs, etc.

This supplement, as well as the lens supplement covered under the collective bargaining agreement, will be deducted from the invoice for such safety glasses and any remaining amount will be handled through payroll deduction, as is the current practice.

Very Truly Yours,  
Brenda Keaton  
Sr. Plant Human Resources Manager  
Carrier Corporation  
McMinnville Plant

December 19, 2002

This Letter shall remain in full force and effect for the duration of the Collective Bargaining Agreement ending at 12:01A.M. May 1, 2006.

Anne M. Bazydlo  
Director, Human Resource  
Carrier Corporation

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
Disability Retirement

May 1, 2000

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

This letter will confirm the agreement reached during the recently completed 2000 negotiations concerning eligibility for a disability retirement.

The eligibility provisions for a disability retirement for McMinnville, Tennessee employees represented by SMWIA, local 483 will be revised so as to be stated as follows:

A (pension plan) participant who has accrued at least 5 years of credited service and who becomes totally and permanently disabled shall be entitled to retire because of such disability. A social security award to confirm the total and permanent disability is required to support a disability retirement, consistent with the following provisions:

(a) The participant's disability prevents the participant from engaging in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of a long-continued and indefinite duration and has lasted or can be expected to last for a continuous period of not less than twelve months, provided that disability arising from felonious criminal action or willful self-inflicted injury shall not qualify as total and permanent disability, and

(b) The participant has been totally and permanently disabled for a period of at least 6 months, provided that the requirement under this subsection (b) may be waived in cases of disability due to blindness or dismemberment,

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
Disability Retirement (cont'd)

(c) Any participant retired for disability may be required to undergo a periodic medical examination at any time during the retirement period prior to the participant's Normal Retirement Date, but not more than semi-annually, to determine whether the participant is eligible for continuance of the disability pension. If on the basis of such examination, it is found that the Participant is no longer totally disabled or is engaged in gainful employment, except for purposes of rehabilitation, payment of the disability pension shall be terminated. In the event such Participant refuses to take such periodic medical examination, such participant's disability pension benefits shall be discontinued until such participant completes such examination.

Very Truly Yours,  
Brenda Keaton  
Sr. Plant Human Resources Manager  
Carrier Corporation  
McMinnville Plant

December 19, 2002

This letter shall remain in full force and effect for the duration of the collective bargaining agreement ending at 12:01a.m. May 1, 2006.

Anne M. Bazydlo  
Director, Human Resource  
Carrier Corporation

LETTER OF AGREEMENT BETWEEN  
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION,  
LOCAL 483  
AND  
CARRIER CORPORATION/MCMINNVILLE  
April 18, 2000

This letter of agreement has been reached in order to outline guidelines for overtime for the Quality Analyst (513), and the Scrap and Offal Coordinator (514) classifications.

1. Each time one to four assembly lines are scheduled to work overtime, a Quality Analyst will be offered the same overtime opportunity. Each time five or more assembly lines are scheduled to work overtime two Quality Analysts will be offered the same overtime opportunity.

2. The Scrap and Offal Coordinators will be scheduled to work overtime as follows:

A. One scrap and offal coordinator will be assigned to 5133-559 for overtime purposes and will be scheduled to work overtime whenever this entire work group is scheduled to work overtime.

B. One Scrap and Offal Coordinator will be assigned to 5112-566 and will be scheduled to work overtime any time this entire work group is scheduled to work overtime.

There may or may not be other scheduled and/or volunteer overtime opportunities for these classifications.

Brenda Keaton  
Sr. Plant Hr Manager  
Carrier/McMinnville

Danny Green  
Business Manager  
SMWIA, Local 483

December 19, 2002

This letter shall remain in full force and effect for the duration of the collective bargaining agreement ending at 12:01A.M. May 1, 2006.

Anne M. Bazydlo  
Director, Human Resource  
Carrier Corporation

LETTER OF UNDERSTANDING BETWEEN  
SHEET METAL WORKERS INTERNATIONAL  
ASSOCIATION, LOCAL 483  
AND  
CARRIER CORPORATION/MCMINNVILLE  
April 18, 2000

May 1, 2000

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

In the event the Company's Last, Best, and Final Offer, dated April 25, 2000 ("Offer"), is accepted, signed and returned to the Company by the Union by Midnight on April 30, 2000, the Improshare Plan, presently in effect, shall continue unchanged for the duration of the new agreement unless the parties mutually agree otherwise, as provided below.

In addition, if the "Offer" is so timely accepted, signed and returned to the Company, the Company agrees that it will not exercise any rights available to it under paragraph 16 of the Improshare Plan (30 days termination clause) for the duration of the new Agreement.

Further, if the "Offer" is so timely accepted, signed and returned to the Company, the Company agrees that the salaried employees' hours as of April 30, 1997, will not be excluded from the Base Period Factor for the duration of the new Agreement.

In return, the Union agrees to participate with the company in a joint effort to investigate alternatives to or revisions in the Improshare Plan that are of benefit to both the Company and employees. However no such changes will become effective unless both the Union and the Company specifically agree to implement such changes. In the event the Company and Union are unable To mutually agree to any such changes, the Improshare Plan shall continue for the duration of the new agreement.



COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
BETWEEN SHEET METAL WORKERS INTERNATIONAL  
ASSOCIATION LOCAL 483  
AND  
CARRIER CORPORATION (CONT'D)

Further, the 2.5 percentage points (2.5%) subtracted from the calculated weekly Improshare payout that was agreed to by the parties in the 1997 collective bargaining agreement will continue through the duration of the new Agreement. The weekly Improshare payout will be so reduced rather than adjusting the BPF by reducing the number of salaried employee hours.

Brenda Keaton  
Sr. Plant Human Resources Manager  
December 19, 2002

This letter shall remain in full force and effect for the duration of the collective bargaining agreement ending at 12:01A.M. May 1, 2006.

Anne M. Bazydlo  
Director, Human Resource  
Carrier Corporation

LETTER OF AGREEMENT BETWEEN  
SHEET METAL WORKERS INTERNATIONAL  
ASSOCIATION, LOCAL 483  
AND  
CARRIER CORPORATION/MCMINNVILLE  
April 17, 2000

This letter of agreement has been reached in order to clarify the meaning of Article XXXII, Section 6(a) of the labor agreement between SMWIA Local 483 and Carrier/McMinnville, dated May 1, 2000.

It is understood that an employee will receive day to day working directions from his/her known authorized supervisor. Further, it is Carrier's intent that employee's will have only one direct supervisor. However, there will be times when it will be necessary for an employee of Carrier/McMinnville to take directions from other members of Carrier supervision. These instances would include, but are not limited to the following:

1. Directions from any member of Carrier management concerning violations of plant safety rules.
2. Directions from any member of Carrier management concerning violations of other plant rules.
3. Directions from the employees lead supervisor, unit manager, the plant operations manager or the plant manager where such member of supervision has made it clear to the employee in question that he/she is acting as the employee's declared supervisor.

Brenda Keaton  
Senior Hr Manager  
Carrier/McMinnville

Danny Green  
Business Manager  
SMWIA, Local 483

December 19, 2002

This letter shall remain in full force and effect for the duration of the collective bargaining agreement ending at 12:01A.M. May 1, 2006

Anne M. Bazydlo  
Director, Human Resource  
Carrier Corporation

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
Medical And Dental Contributions

December 19, 2002

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

The Company and the Union agree that if during the duration of this agreement, Carrier negotiates minimum weekly employee contributions for medical and dental coverage at Syracuse, Tyler, Indianapolis or Collierville that are lower than the contribution rates agreed to during these negotiations at McMinnville, then such lower employee contributions will retroactively become effective at McMinnville as of January 1, 2003.

Very Truly Yours,  
Anne M. Bazydlo  
Director, Human Resources  
Carrier Corporation

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
Retiree Medical Plan

December 19, 2002

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

This is to confirm the understanding and agreement reached between the Company and the Union concerning the retiree medical coverage.

It is agreed that retiree medical coverage will be offered to future retirees as follows:

1. Eligibility for retiree medical coverage will remain the same as stated in the "Summary Plan Description - Medical Benefits for Hourly Paid Represented Employees".

2. The hourly retiree medical coverage available will be identical to the salary retiree medical coverage and will be subject to the same medical plan changes which affect the salary retirees.

3. The cost (premium) of the hourly retiree medical coverage will be calculated on an annual basis and will be based on the prior year's claims experience for all UTC domestic hourly retirees, covered spouses and covered dependents participating in this Retiree Medical Plan.

4. The Company will offset (subsidize) a fixed portion of the cost of the retiree medical coverage for those retirees who enroll in the Plan before December 31, 2006, based on years of continuous service at retirement per the following schedule:

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
Retiree Medical Plan (cont'd)

Company Contribution Toward  
Retiree Medical

Years of Continuous Service At Retirement Dependent	Retiree or Only	Retiree +1 or Family
After 10	\$1,250	\$2,500
For Each Year 11 through 20	Add \$100 Per Year	Add \$200 Per Year
For Each Year 21 through 30	Add \$150 Per Year	Add \$300 Per Year
Maximum Company Subsidy	\$3,750	\$7,500

5. The retiree, if they elect retiree medical coverage, will pay an amount equal to the annual premium from Paragraph 3 above, minus the fixed Company contribution, if any, calculated using the schedule in Paragraph 4 above for this coverage. For example, if the melded annual premium for hourly retiree medical coverage is \$6,000 for a retiree only and that retiree has 25 years of continuous service when he retires prior to December 31, 2006, the retiree's cost is calculated as follows:

Annual Premium =	\$6,000
Minus Company Contribution	<del>-\$3,000</del> $[\$1,250 + (10 \times \$100) + (5 \times \$150)]$
	\$3,000 Retiree's Annual Cost

Sincerely,  
Anne M. Bazydlo  
Director, Human Resources  
Carrier Corporation

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
HMO Offering

December 19, 2002

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

The Company and the Union have agreed under the terms of this letter that during the life of this contract, employees covered by our agreement could elect to enroll in a qualified alternate Medical Plan Option (HMO, PPO or other) other than the Company sponsored National plans if agreed upon by the Company and Union, subject to the following conditions:

A. Effective May 1, 2003 through May 1, 2006 if an employee elects to enroll in any one of the qualified alternate plans, the employee will pay a weekly contribution subject to the following requirements:

- The minimum weekly contribution for a selected alternate plan will never be less than the contribution for the company's Managed Care Plan:
- 5/01/03 - 4/30/04: Employee \$6.50; Employee + One \$13.00; Employee + Family \$19.50
- 5/01/04 - 4/30/05: Employee \$7.50; Employee + One \$14.95; Employee + Family \$22.45
- 5/01/05 - 5/01/06: Employee \$8.65; Employee + One \$17.20; Employee + Family \$25.85
- The weekly contribution for a selected alternate plan will be equal to the contribution for the company's Managed Care Plan plus the third party valuation of any benefit differences between the alternate plan and the Company sponsored plan, plus any incremental administrative charges over the level of administrative charges for the company sponsored plan, if applicable.

COMPANY PROPOSAL  
LETTER OF UNDERSTANDING  
HMO Offering (cont'd)

- If any employee's weekly wages are insufficient to collect the required contributions, the uncollected contributions will be accumulated and subsequently deducted from future wages until they have been fully collected.

B. There will be an annual Open Enrollment period at which time eligible employees will be allowed a choice among the Company sponsored health benefits programs and alternate plan options that the Company may make available to the employees. With the exception of certain employee life status changes, or the cancelation or withdrawal of the alternate plan option, once an election has been made or the Open Enrollment period has expired, no change may be made until the next open Enrollment period.

C. A special Open Enrollment period will be scheduled during April 2003, during which employees may choose the Company's Managed Care Plan (if in the Health Plan area or electing to join from an Out of the Health Plan area), an Indemnity Out-of-Area Plan (if out of the plan area), or the United Options PPO. In addition, Humana Choice Care PPO will be available as an alternative choice to the Company medical plan(s) for the 2003 plan year. Elections will become effective May 1, 2003.

D. The selection of a replacement alternate plan option will require the mutual agreement of the parties, with the understanding all applicable provisions of this letter will remain in effect for any replacement option. Further, the Company and Union agree to meet periodically to discuss the alternate plan offering. In the event the option no longer becomes available, the Company and Union will meet to discuss the selection of an alternative plan if available.

E. It is understood and agreed that any alternate plan option is available on May 1, 2003, or any other date, will not delay or otherwise hinder implementation of this letter.

Sincerely,  
Anne M. Bazydlo  
Director, Human Resources  
Carrier Corporation

LETTER OF AGREEMENT BETWEEN  
SHEET METAL WORKERS INTERNATIONAL  
ASSOCIATION, LOCAL 483  
AND  
CARRIER CORPORATION/MCMINNVILLE  
Departments/Workgroups for cutbacks

December 11, 2002

Mr. Danny Green  
Business Manager, Local 483  
Sheet Metal Workers International Association  
Morrison, TN 37357

Dear Mr. Green:

This letter confirms the agreement reached during the recently completed negotiations concerning clarification of departments and workgroups for cutbacks.

For the purpose of exercising departments/workgroups for cutbacks as indicated in Article X, Section 9-b of the Labor Agreement, the following will be the departments:

PRESS 551, 553, (555/558), 556, 557, 559, 560  
COIL 573  
TUBE 566, 5146  
WIRE 575  
ASSEMBLY 576, 567, 594, 595, 597, 585, 580, 592, 582,  
586, 5131, 602, 583, 590, 587, 588, 596, 599, 577, 572, 584  
D-1 1035  
QUALITY 5145, 5147  
FRAME 565, 568, 562, 564  
MATERIALS 5151  
MAINTENANCE 5162, 5163, 5164, 5198

NOTE: Assembly Utility Inspector (409) classification is considered as a "stand-alone" department for cutback purposes.

Very Truly Yours,  
Anne M. Bazydlo  
Director, Human Resources  
Carrier Corporation



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2003



Holidays

Vacation

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2004



Holidays



Vacation

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2005



Holidays



Vacation

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2006



Holidays

Vacation