

K# 2920

2001 - 2004

8/4/01 - 8/7/04

LABOR AGREEMENT

between

TRANE COMPANY

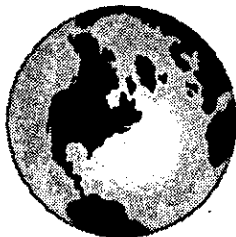
La Crosse, Wisconsin

and

**LA CROSSE TRANE
LODGE 21**

OF

DISTRICT 66,
INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS,
AFL-CIO



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La Crosse, Wisconsin

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**LA CROSSE TRANE LODGE 21
OF
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OF MACHINISTS AND
AEROSPACE WORKERS,
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LODGE 21
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IAM LODGE 21

AGREEMENT

2001- 2004

ARTICLE I - RECOGNITION

- 1 Trane Company, a division of American Standard, Inc. (hereinafter referred to as the "Company") recognizes La Crosse Trane Lodge No. 21, District 66 of the International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the "Union") under this Agreement as the sole bargaining agency of all production and maintenance employees in the Company's manufacturing division in La Crosse, Wisconsin including all employees in the shipping and receiving offices and agrees to collective bargaining with said Union.
- 2 This Agreement applies to all such employees, exclusive of the following classifications: all administrative employees, factory office clerical employees, engineers and technical employees, standards and factory cost department employees, professional employees, tool room employees, guards, safety inspectors, nurses, student trainees, office janitors, lawn care employees and all supervisory employees as defined in the Labor Management Relations Act.
- 3 Employees in the above-designated classes are not covered in this Agreement. But if employees currently in the above-designated jobs subsequently take other jobs within the coverage of this Agreement, then such employees shall be eligible to membership in the Union upon such notification to them by the Company.

- 4 This Agreement shall be binding on any and all successors and assigns, who by purchase, lease, transfer of stock or merger, acquire control of the Company's plants in La Crosse, Wisconsin.

ARTICLE II – UNION SECURITY

- 5 Employees eligible for Union membership as defined in this Agreement shall be required at the expiration of their probationary period to become and remain members of the Union with respect to the payment of uniformly levied initiation fee and periodic dues as a condition of employment.

ARTICLE III – HOURS

Regular Work Day and Week

- 6 For those employees assigned to the **Monday Through Friday Schedule**, a regular work schedule shall be eight (8) hours (exclusive of the lunch period) shall constitute a regular day's work and not more than forty (40) hours shall constitute a regular week's work. The regular workweek will begin at 11:00 p.m. on Sunday and will end on Friday.

For those employees assigned to the **Variable Output Schedule** and the **Capacity Schedule**, a regular workweek shall be:

- **Variable Output (V-1 or V-2)** is defined as an employee assigned to a four (4) day, ten (10) hour work schedule. Forty (40) hours beginning on Monday and ending on Thursday. For shifts V-1 (day shift) and V-2 (night shift), except that the V-2 "Thursday" shift finishes on Friday.
- **Capacity Schedule (WE-1 or WE-2)** is defined as an employee assigned to a three (3) day, twelve (12) hour

work schedule. Thirty-six (36) hours beginning on Friday and ending on Sunday for WE-1 (day shift) and WE-2 (night shift), except that the WE-2 "Sunday" shift finishes on Monday.

Notification of All Work Schedules: The Company will notify the Union and employees affected two (2) weeks prior to implementing a new Work Schedule.

No shift rotation.

- 7 The following language applies to both Variable Output and Capacity Schedules. These schedules may consist of one (1), two (2), three (3) or four (4) shifts as described below:
- Shift V-1 will normally be a regular workweek of four (4) ten (10)-hour days, Monday through Thursday. Starting time for said shift shall normally commence between the hours of 5:00 a.m. and 7:00 a.m. There will be a fifteen (15) minute unpaid lunch and one (1) rest period in each regular workday of thirteen (13) minutes duration.
 - Shift V-2 will normally be a regular workweek of four (4) ten 10-hour days, Monday through Thursday. Starting time for said shift shall normally commence between the hours of 2:00 p.m. and 4:00 p.m. There will be a fifteen (15) minute unpaid lunch and one (1) scheduled rest period in each regular workday of thirteen (13) minutes duration.
 - Shift WE-1 will normally be a regular workweek of three (3) twelve 12-hour days, Friday through Sunday. Starting time for said shift shall normally commence between the hours of 5:00 a.m. and 7:00 a.m. There will be a fifteen (15) minute unpaid lunch and two (2) scheduled rest periods of ten (10) minutes duration.

- Shift WE-2 will normally be a regular workweek of three (3) twelve 12-hour days, Friday through Sunday. Starting time for said shift shall normally commence between the hours of 5:00 p.m. and 7:00 p.m. There will be a fifteen (15) minute unpaid lunch and two (2) scheduled rest periods of ten (10) minutes duration.

- 8 For those employees on shifts V-1 and V-2 of the Variable Output Schedule, a regular workday shall consist of ten (10) consecutive hours exclusive of an unpaid lunch period. The regular workday for shifts WE-1 and WE-2 will consist of twelve (12) consecutive hours exclusive of an unpaid lunch period.
- 9 Employees assigned to the Variable Schedules will be paid their straight-time hourly rate for all hours worked. Employees working the Capacity Schedule, WE-1 and WE-2, shifts will be paid at a rate equivalent to forty (40) hours pay for thirty-six (36) hours worked for all hours worked during their regular thirty-six (36)-hour work schedule.

Shift Hours

- 10 The shifts may consist of a combination of Monday Through Friday, Variable Output, and Capacity Schedules. The regular working hours are as follows:

Monday – Friday. . (1st shift)	6:45 a.m. to 3:00 p.m.
Monday – Friday. . (2nd shift)	3:00 p.m. to 11:15 p.m.
Monday – Friday. . (3rd shift)	11:00 p.m. to 7:15 a.m.
Mid Shift	9:45 a.m. to 6:00 p.m.
Variable (V-1)	5:45 a.m. to 4:00 p.m.
Variable (V-2).....	4:00 p.m. to 2:15 a.m.
Capacity (WE-1).....	5:45 a.m. to 6:00 p.m.
Capacity (WE-2).....	5:45 p.m. to 6:00 a.m.

Hours Deviations

- 11 Where production needs require, the Company may revise an existing work schedule up to two (2) hours earlier. The Company may further revise an existing work schedule if mutually agreed upon. Any such deviation will be discussed with the Shop Committee at least one (1) week prior to any such change. Any revised schedule will be adhered to at least one (1) month, absent mutual agreement of the parties for an earlier change. For assignments to an earlier shift starting time, the Company will first seek volunteers from qualified employees in the department before making such assignments in inverse order of seniority. Where communications needs require, the Company may revise an existing work schedule up to one (1) hour earlier. There will be no hours deviation for Mid shift.

For Employees assigned to the Monday Through Friday Schedule, a regular work schedule shall be eight (8) hours (exclusive of the lunch period). The regular workweek will begin at 11:00 p.m. on Sunday and will end on Friday. Starting time for said shift shall normally commence between the hours of:

1 st Shift	5:00 a.m. – 7:00 a.m.
2 nd Shift	1:00 p.m. – 3:00 p.m.
3 rd Shift	9:00 p.m. – 11:00 p.m.

(Reference paragraph 7 for Variable and Capacity shift deviation)

Regular Rest/Lunch Periods

- 12 **Monday Through Friday Schedule:** There will be a scheduled ten (10) minute rest period for each employee during the first half of the shift. There will be a fifteen (15) minute unpaid lunch period within five (5) hours of the beginning of the shift. If the Company deems necessary they may assign employees to a paid fifteen (15) minute lunch period that starts within five (5) hours of their shift. For each employee assigned to a fifteen (15) minute paid lunch period an equal number of employees

shall be assigned to said schedule on the other two (2) work shifts. When employees are placed on a paid lunch schedule the senior qualified employee for the operation affected shall be selected.

Variable Output Schedule: There will be one (1) paid rest period of thirteen (13) minutes duration. There will be an unpaid lunch period of fifteen (15) minutes.

Capacity Schedule: There will be two (2) paid rest periods of ten (10) minutes duration each. There will be a fifteen (15) minute unpaid lunch period.

Continuous Shift

- 13 For all the purposes of this Agreement, only boiler operators shall be assigned to a continuous seven (7) day operating schedule consisting of six (6) days on, two (2) days off.
- 14 If an employee is to be reassigned from one type of schedule to another between a regular five (5)-day workweek, and a six (6)-days-on and two (2)-days-off continuous shift schedule, is not informed of the new schedule before the end of the week prior to such reassignment, then the regularly scheduled days off from the employee's prior work schedule will be observed during the week of such reassignment.
- 15 An employee may not be changed for pay purposes to a six (6)-days-on and two (2)-days-off continuous shift schedule unless such assignment will continue for two (2) full weeks or longer. Work provided an employee in compliance with this provision will not be a basis for an overtime claim from any other employee.

Mid Shift

- 16 Service Parts (Department 991& 992) Mid shift will have a maximum of twenty (20) employees assigned to the shift

ARTICLE IV – OVERTIME

General

- 17 The Union and its members will cooperate in the working of necessary overtime; however, an employee shall have the right to refuse to perform overtime work where the Company is able to secure someone else in the plant who is experienced to perform the work.
- 18 An employee shall have the right to refuse to accept overtime work whenever a reasonable excuse is given or where the length of time is so excessive it endangers the employee's health.
- Overtime asking requires either a yes or no response from employee
 - When the Company requires as many employees to work in a department as possible and all employees in a department are asked to work:
 - If an employee has accepted the overtime and then cannot come in to work the scheduled overtime, the employee must call in before the start of the shift to report that they will be absent. Supervision will change the employee's overtime status to "not scheduled to work" (overtime still charged)
 - An employee no report is considered as an unexcused absence
 - For all employees scheduled to work required overtime for specific defined needs/work centers/jobs which must be operated, attendance guidelines as stipulated in contract for a scheduled work day will be followed.
 - If the Company is not asking an entire department to work and requires a defined number of employees to work, it is critical to know who will be working the overtime and the

attendance guidelines as stipulated in contract for a scheduled workday will be followed.

Forced Overtime

- 19 First, Supervision asks/posts overtime according to the Labor Agreement and defined procedure, i.e. asking in sequence of the senior qualified employee with the lowest overtime hours in the department and shift.

If Supervision does not get enough qualified people in the department on the shift for the scheduled overtime assignment the Company will when **practical**, follow the following procedure:

- Step 1: Supervision will ask qualified employees in the department on off shifts to work, overtime. The asking will be done in sequence of the senior qualified employee with the lowest overtime hours.
- Step 2: Supervision will ask senior qualified employees in the plant on the shift to work overtime. The steward can be used to help identify any qualified people.
- Step 3: Supervision will ask senior qualified employees in the plant on off shifts to work overtime. The steward can be used to help identify any qualified people.
- Step 4: For forced weekend overtime only: Supervision will, before forcing the junior qualified employee on the shift currently working in the department to work overtime, attempt when reasonable and practical to contact and ask to work the overtime any qualified permanent department employee currently transferred outside the plant. When it is necessary, the asking of such overtime will be done in sequence of the senior qualified employee with the lowest overtime hours and the following criteria:

- a) The employee must be fully qualified and not require any training.
- b) Employees that have already accepted an overtime assignment in another department and are not eligible for overtime in their home department.
- c) The steward will be used to help identify any qualified people whenever possible.

Step 5: If Supervision still does not have the required number of people scheduled to work the junior qualified employee on the shift in the department will be assigned.

Furthermore, Supervision has the right to force qualified employees to work the necessary scheduled overtime hours for situations such as *emergencies or unforeseen production requirements.*

The Company will communicate the reasons when it is not practical and/or reasonable to contact qualified employees as outlined in steps 1, 2, 3 and 4 above.

An employee has an obligation to work any accepted or assigned overtime shift unless excused by Human Resources. Scheduled overtime is considered a regular work shift and subject to the attendance program. If an employee accepts an overtime assignment and later wants to cancel it – this is only allowed if Supervision can **reasonably reschedule another employee for this overtime.**

- 20 It shall be the policy of the Company to ask for daily overtime before: 12 o'clock for the First shift, 12 o'clock for the Mid shift and 9:00 p.m. for the Second shift (Monday Through Friday shifts), the day before for the Third shift, 1:00 p.m. for Variable

V-1, 11:00 p.m. for Variable V-2, 11:45 a.m. for Capacity WE-1 and 11:45 p.m. for Capacity WE-2.

In no event shall a first, second or mid shift employee (Monday through Friday) or Variable shift (V-1 or V-2) be required to work Saturday when notification is given later than the end of the employee's Thursday shift nor where the Saturday shift is more than five (5) hours. For first and second shift employees, the Company will schedule consecutive five (5)-hour shifts on Saturday and/or Sunday except where production needs require another schedule. When two (2) shifts are being scheduled, the first and second shifts will be scheduled for the same number of hours. Third shift employees will not be required to work Saturday when notification is given later than one (1) hour after the beginning of the Friday shift. The normal Saturday or Sunday shift for third shift employees is eight (8) consecutive hours. If a change in schedule is necessary, the area Committeeperson or Union office will be notified and given the reasons for such deviation. Whenever possible such explanation shall be given prior to the deviation.

In the event the scheduled work is unable to be performed, the following may apply:

- 1) Scheduled work may be moved to another department and performed by the original employee.
- 2) Employee may be assigned to other nonscheduled work within the department.

If a department's scheduled work is assigned to be performed in another department prior to scheduling overtime, the qualified employees within the assigned department will be scheduled.

Overtime Premiums-Monday Through Friday Schedule

- 21 All hours worked in excess of eight (8) in a workday will be paid for at one and one-half (1½) times the regular straight-time hourly rate.

- 22 When an employee assigned to a **Monday Through Friday shift** is directed to report to work on any day, Monday through Friday inclusive, at a time earlier than the start of the employee's existing shift, then the employee reporting for work shall be paid for the hours worked on that particular day prior to such existing start time at one and one-half (1½) times the employee's straight-time hourly rate unless the employee leaves the plant without permission.

23 **Overtime Premiums-Variable Output and Capacity Schedules**

The Company will pay an employee for overtime as follows:

Variable Output

- (A) At the rate of time and one-half for hours worked either
- (1) in excess of ten (10) hours in any single workday; or
 - (2) in excess of forty (40) hours in any given workweek; or
 - (3) on Saturday.
- (B) At the rate of double time for hours worked either
- (1) on the employee's Sunday, or
 - (2) for all overtime hours worked which exceed sixteen (16) hours in any one (1) week, or
 - (3) on the day a holiday is observed by all employees.

Capacity Schedule

- (A) At the rate of time and one-half for hours paid
- (1) in excess of forty hours in any given workweek.
- (B) At the rate of double time for hours worked
- (1) in excess of twelve (12) hours in the employee's workday; or
 - (2) on the day a holiday is observed by all employees, or
 - (3) for all overtime hours worked which exceed sixteen (16) hours in any one (1) week.

- 24 The Company has agreed to pay double-time for all overtime hours worked which exceed sixteen (16) hours in any one (1) week with the understanding with the Shop Committee that the Company has a right to replace the employee that is working and has put in sixteen (16) hours overtime. The Company will make the transfers in such cases. The Company will replace the employee with an employee from within the department as follows:

FIRST – with an employee from the same department and shift.

SECOND – if possible with an employee from the same department on another shift.

Hours worked on a day observed as a holiday under this Agreement will be included in such sixteen (16) hours under this paragraph.

Work performed on a holiday will be first offered to the shift that would normally be scheduled to work that day.

**Saturday and Holiday Pay For
Monday Through Friday Schedules**

- 25 All Saturday work shall be paid for at the rate of one and one-half (1½) times the hourly rate including third shift Saturday work which starts at 11:00 p.m. on Friday. All work done on Sunday and legal holidays shall be paid for at the rate of double-time except where a regular third shift starts on a Sunday or a holiday and then the regular working hours shall be compensated at the applicable regular rate. The provisions of this paragraph shall not apply to boiler operators; except that boiler operators will be paid at the rate of double-time when required to work on a holiday or one (1) of their regularly scheduled days off.

Regular Workweek Daily Overtime Break Periods

- 26 If more than one (1) hour overtime is to be worked before or after a regular straight-time shift, there will be a paid break period of five (5) minutes between the regular shift and the overtime work period.
- 27 An employee working an overtime period of over three (3) hours is entitled to a ten (10) minute rest period on Company time instead of a five (5) minute break. A second, V-2 or WE-2 shift employee working an overtime period of over two (2) hours is entitled to a ten (10) minute rest period on Company time instead of a five (5) minute break.

Weekend Overtime Break Periods

- 28 If more than three (3) hours of weekend overtime are worked, there will be a ten (10) minute rest period on Company time. If more than nine (9) hours of weekend overtime are worked, there will also be a paid break period of five (5) minutes. If more than eleven (11) hours of weekend overtime are worked, there will be a second ten (10) minute break on break on Company time and the five (5) minute break will not apply.

Overtime Charging

- 29 An employee's overtime record shall be credited with overtime when asked, whether the employee works or not. When asked to work overtime, the employee is required to either accept or refuse the overtime. If the department works overtime, an absent employee's overtime record shall be charged with any overtime for which the employee would have been eligible had the employee not been absent; this includes vacation. Employees who are on vacation will not be called in to work overtime except in an emergency.

An employee at work when overtime is scheduled is allowed to work daily overtime if on a full day of vacation that day.

An employee on a day-at-a-time vacation when overtime is scheduled but who returns before the overtime is worked shall be asked for overtime if such employee is eligible and qualified. If such employee replaces another employee already scheduled, the employee being replaced is not charged for that overtime. It's the employee's responsibility to communicate with supervision no later than the start of the unpaid lunch period of the Thursday (Variable shifts), Friday (Monday Through Friday shifts) or Sunday (Capacity shifts) to determine if weekend work is available for Variable and Monday Through Friday shifts and for Capacity shifts to determine if overtime is available Monday, Tuesday, Wednesday and/or Thursday of the following week.

An employee absent or on day-at-a-time vacation on Thursday and Friday may work the weekend if that employee contacts supervision on: (1) Friday by noon for the first or Mid shift, 9:00 p.m. for the 2nd shift and the day before for the 3rd shift (Monday Through Friday shifts), and (2) Thursday by 1:00 p.m. for the Variable V-1 shift or 11:00 p.m. for the Variable V-2 shift, provided work is available and no one is being replaced.

An employee assigned to the **Monday Through Friday Schedule** may work the weekend when absent or on a day-at-a-time vacation on Friday if weekend work is being scheduled that day and if work is available and no one is being replaced, providing the employee contacts supervision by noon on the 1st or Mid shift, 9:00 p.m. on the 2nd shift and the day before for the 3rd shift.

An employee assigned to the **Variable shift** may work the weekend when absent or on a day-at-a-time vacation on Thursday if weekend work is being scheduled that day and if work is available and no one is being replaced, providing the employee contacts supervision by 1:00 p.m. on the Variable V-1 shift and by 11:00 p.m. on the Variable V-2 shift.

An employee assigned to the **Capacity shift** may work on the following Monday, Tuesday, Wednesday or Thursday when absent or on a day-at-a-time vacation on Sunday if such work is being scheduled that day and if work is available and no one is being replaced, providing the employee contacts supervision by 11:45 a.m. on the Capacity WE-1 shift and 11:45 p.m. on the Capacity WE-2 shift.

An employee that preschedules a half (½) day of vacation is eligible for daily overtime. If the employee is on a half (½) day vacation when the overtime is asked, it becomes the employee's responsibility to contact supervision to determine if an opening is available for them to work and no one is being displaced.

An employee is not entitled to weekend work when on a week's vacation, except in an emergency. However, the employee may work overtime on the Saturday/Sunday preceding the vacation week(s) as this will be considered overtime for the previous week's work. An employee who scheduled a one-half (½) week vacation the last half of the week is not entitled to weekend work, except in an emergency. This includes employees who are on day-at-a-time vacation (Wednesday, Thursday and Friday).

An employee who is being laid-off is entitled to weekend work provided the employee's last regular workday is Thursday for Variable shifts or Friday for Monday through Friday shifts.

Where the applicable rate of pay is time and one-half the employee will be charged with one and one-half (1½) hours for each overtime hour. Employees assigned to the Variable or Capacity shifts will be charged time and one-half for all such overtime credited, even if the employee is paid at straight time due to the requirement to work forty (40) hours before overtime is paid.

Where the applicable rate of pay is double-time, the employee will be charged with two (2) hours overtime for each overtime hour. Employees assigned to the Variable or Capacity shifts will be charged with two (2) hours for all such overtime credited, even if the employee is paid at straight time due to the requirement to work forty (40) hours before overtime is paid.

An employee asked to work overtime, after the deadlines defined in Paragraph 20, where the overtime is in a department or shift other than their own, will not be charged with such overtime refused but will be charged if the employee works such overtime.

An employee who is asked to work additional overtime while working an overtime shift, will not be charged for such additional overtime if refused, but will be charged if such additional overtime is worked.

Telephone offers of overtime where management reaches the employee, are charged whether or not the overtime is worked. All work, or refusal of work, on a day observed as a holiday under this Agreement is charged.

An employee who accepts an overtime assignment but fails to report for such assignment will be charged with an absence. This absence will be counted as a regular scheduled workday absence and will be included in the employee's work record and handled as outlined in Paragraph 100.

Overtime Averaging and Re-Averaging

- 30 On January 1, of each year, overtime records will be set at zero (0). After January 1, an employee's overtime hours will only be averaged or re-averaged when:
- (a) employee is returning from layoff. When an employee returns from layoff the employee will be given a new overtime record which will have charged against it the average total amount of overtime previously worked in the

- appropriate overtime group into which the employee is transferred or recalled.
- (b) an employee becomes permanent in a new department.
 - (c) an employee is on temporary transfer. The employee will be given the average of the appropriate overtime group in the new department. The employee will be maintained on the home department overtime records, while on temporary transfer and the employee's overtime record will be charged with any eligible overtime had the employee remained in the home department. The employee's overtime record will not be re-averaged when the employee returns to the home department.
 - (d) a probationary employee gains seniority. The employee will be given the average of the appropriate overtime group.
- 31 When changing shifts in a department, an employee will carry their overtime hours with them on the new shift. Re-averaging will not be done for shift changes within a department.
- 32 When an employee is farmed out and works overtime in that department the overtime shall be charged against the employee and the employee's home department.

Overtime Distribution

- 33 The supervisor will keep daily records of all overtime worked by the employees. In order that the overtime on a shift within a department is distributed as evenly as possible (within a half [$\frac{1}{2}$] an hour balance), those with the least amount of overtime shall be asked to work first among those qualified to do the work. It is recognized that an employee may be qualified to do the overtime work without holding the applicable job classification. If an employee is eligible for overtime but declines the hours that are offered, the overtime will be offered to the next qualified employee.

The supervisor's copy of the overtime record will be posted at the supervisor's desk and kept as current as possible. The names and work centers, where applicable, of those scheduled for daily and weekend overtime work or in the department and shift will be displayed in the department area by the supervisor prior to the overtime work to permit checking by employees so they may determine before the overtime is worked if any errors in selection have been made. This information is to be used by employees to point out any overtime assignment errors to the supervisor before the overtime is worked. When an entire shift in a department is scheduled for weekend work, a notice displayed to that effect need not include names and work centers.

- 34 It is further agreed that the Company will maintain as close a balance of overtime hours among the shifts within a department as production necessitates and individual skills allow. It is recognized that overtime hours worked on any given day are subject to production requirements. Such requirements may not require all shifts (i.e.: both first and second shifts, V-1 and V-2 or WE-1 and WE-2) to work additional hours in the same day. The intent of this paragraph is to only work the overtime required to meet production requirements, not to balance overtime between shifts.

Overtime Guidelines: (Where Monday through Friday, Variable and Capacity shifts are all in the same department.)

For Scheduled Overtime – Planned absences, planned vacations, planned shift gaps, etc. where production needs dictate that all shift openings be filled.

Monday Through Friday Shifts (M-F)

- Use WE-1 to cover M-F's first shift Monday through Thursday.
- Use V-1 to cover M-F's first shift on Friday.

- Use WE-2 to cover M-F's second shift Monday through Thursday.
- Use V-2 to cover M-F's second shift on Friday.
- Use the lower total shift hours of shift WE-1/WE-2 to cover M-F's third shift Tuesday through Thursday.
- Use the lower total shift hours of shift WE-1/V-2 to cover M-F's third shift Monday.
- Use the lower total shift hours of shift WE-2/V-1 to cover M-F's third shift Friday.

For Monday Through Friday Shift weekend:

- Offer Saturday/Sunday first shift overtime initially to M-F's first shift, then to V-1.
- Offer Saturday/Sunday second shift overtime initially to M-F's second shift, then to V-2.
- Offer Saturday/Sunday third shift overtime initially to M-F's third shift, then to the lower hours shift between V-1 and V-2.

Variable Shifts (V-1 and V-2):

- Use WE-1 to cover V-1 on Monday through Thursday.
- Use WE-2 to cover V-2 on Monday through Thursday (ends Friday morning 02:15 a.m.).

For Daily Variable Shift "4 Hour" Gap:

- Work V-1 two hours early daily on Tuesday through Thursday.
- Work V-2 two hours late daily on Tuesday through Thursday.
- Use M-F first shift to fill the gap on Friday from 02:15 a.m. to 05:45 a.m.

Overtime on Capacity Shifts (WE-1 and WE-2) when no Monday thru Friday shift is scheduled:

- If only one shift is scheduled on Friday and/or Saturday and/or Sunday

- Use V-1 to cover the first half (6 hours) of shift.
- Use V-2 to cover the last half (6 hours) of shift.

- If both shifts are scheduled on Friday and/or Saturday and/or Sunday
 - Use V-1 to cover all WE-1
 - Use V-2 to cover all WE-2

Overtime on Capacity Shifts (WE-1 and WE-2) when Monday thru Friday shift(s) is scheduled:

- Friday shift
 - Use V-1 to cover the first half (6 hours) of WE-1 on Friday.
 - Use V-2 to cover the last half (6 hours) of WE-1 on Friday.
 - Use M-F's third shift to cover all of WE-2 on Friday (ends 06:00 a.m. Saturday) and Saturday (ends 06:00 a.m. Sunday)

- If only one shift is scheduled on Saturday and/or Sunday
 - Use the lower total shift hours of V-1 or M-F's first shift to cover the first half (6 hours) of either Saturday or Sunday.
 - Use the lower total shift hours of V-2 or M-F's second shift to cover the last half (6 hours) of either Saturday or Sunday.

- If both shifts are scheduled on Saturday and/or Sunday
 - Use the lower total shift hours of V-1 or M-F's first shift to cover all WE-1 on Sunday.
 - Use the lower total shift hours of V-2 or M-F's second shift to cover all WE-2 on Sunday (ends 06:00 a.m. Monday).

For other daily production needs or to cover for short notice (i.e. unplanned) absence or vacation, the plan would be to work

shifts early or late, as needed and with an effort toward balancing distribution among the shifts.

These guidelines attempt to define primary on-shift overtime. Where an employee is a primary on-shift candidate, the employee will be charged for the overtime, even if not worked. When situations arise where not enough employees "on-shift" accepted the overtime, and an off-shift employee is asked, the employee will be charged only if the employee works, not if the overtime is declined.

Overtime Entitlement on Transfer or Probation

- 35 An employee temporarily transferred shall have had to work two (2) weeks at the employee's regular work schedule in the department to which transferred before becoming entitled to overtime. Such employee may work overtime at any time upon the request of the supervisor, provided all other employees working in that department have been asked to work. It is agreed that if the temporary transferred employee has satisfied the two (2) week requirement within the six (6) months immediately prior to the overtime need, such employee will be entitled to overtime in accordance with Paragraph 33.
- 36 Probationary employees will not be asked to work until all employees with seniority working in the department and on the shift, including temporarily transferred employees, have been asked to work; except that when all employees in the department on all shifts who are qualified for the work involved have been asked to work and more employees are needed, qualified probationary employees may be asked.

ARTICLE V – HOLIDAYS

Paid Holidays

- 37 All employees on the seniority list assigned to the **Monday Through Friday shifts and the Continuous shift** shall receive eight (8)-hours pay at their regular straight-time hourly rate

inclusive of shift premiums for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, December Twenty-fourth, Christmas Day, December thirty-first, Employee's Birthday, and a Company-designated floating holiday, providing the employees have worked a major part of their last scheduled workday before, and the major part of their first scheduled workday after the holiday, providing such days are in the same workweek as the holiday; except where this work requirement is specifically waived by the Company for reasons of personal urgency.

One floating holiday will be designated by the Company on or before March 1 of each year or, if not designated, it will be selected by mutual agreement between the Union and the Company.

Based on the holidays listed above, all employees on the seniority list assigned to the **Variable or Capacity shifts** shall be: (1) paid up to ninety-six (96) holiday hours at the applicable rate inclusive of shift premiums, and (2) will have the opportunity for up to ninety-six (96) hours of time off from work per the following: (a) holidays are paid at the applicable rate of pay when observed on the regular scheduled work shift, (b) all holiday qualifiers apply, (c) employees are able to take remaining hours as pre-scheduled within the vacation quotas within the following year, (reference Paragraph 38, Holiday/Vacation Scheduling). (d) employees have the choice of getting paid or taking the time off, (e) employees choosing pay in lieu of remaining holiday hours must request such payment by January 31, and will receive payment in February, (f) if an employee observes more than ninety-six (96) holiday hours on their shift, they will be given the option of working and getting paid at their double-time rate of pay if a holiday is worked after ninety-six (96) holiday hours were observed. Such work hours shall be calculated at the double time rate and the hours shall be offered in one-half shift increments to provide the payment

the employee would have received, had such employee not exceeded the allotted 96 hours. If more than one half shift is required to make-up the payment, then the employee will be afforded the opportunity at his/her option to work the portion of *the 2nd half of the shift required to make up the time or the entire second half of the shift.* Hours worked will not be charged as overtime and no overtime claims will be considered, (g) the Company will maintain it's current practice of assigning one floating holiday.

Employees assigned to the Capacity shift will observe the Good Friday holiday on Easter Sunday.

Holiday/Vacation Scheduling

- 38 Holiday/Vacation hours are comprised of the holiday hours an employee earned during the previous year. These earned hours are available for the employee to preschedule in full day/odd increments with their supervisor, within the current vacation quotas, or the employee may choose to be compensated for all or a part of the earned Holiday/Vacation hours during January of each year.

When scheduling earned Holiday/Vacation hours, employees must follow the guidelines listed below.

1. All Holiday/Vacation hours are to be prescheduled with supervision.
2. Holiday/Vacation cannot be used for random or half (1/2) day vacation.
3. Employees are responsible to keep track of their regular vacation and Holiday/Vacation entitlement and usage.
4. Regular vacation and Holiday/Vacation will be tracked separately (i.e.: two buckets of hours).
5. Employees must stipulate which bucket of hours is to be used. If the employee does not stipulate, the hours will first be taken from the vacation bucket.

6. Odd hours (non-shift increments) of Holiday/Vacation may be used at any time. All odd hours (non-shift increments) of regular vacation must be used last.
7. Holiday/Vacation must be taken in prescheduled full days within the vacation quotas. All odd hour increments of less than a full shift must be taken at one time.
8. Remaining odd hour increments of regular vacation and Holiday/Vacation can be combined if equal to or less than a full shift. These odd hour increments must be prescheduled.
9. All earned Holiday/Vacation hours must be taken in the calendar year. Holiday/Vacation cannot be carried over into the next calendar year. Regular vacation and Holiday/Vacation bucket hours cannot be combined to qualify for carryover to the next vacation period.
10. The Three Hour Rule applies to Holiday/Vacation and regular vacation. The submission of documentation to Human Resources is required as per the attendance policy. If an employee has excused time off during their shift, the employee is responsible for coming to work if three hours or more can be worked. If less than three hours can be worked the employee needs to communicate this when submitting their documentation to Human Resources.

Note the three hour attendance guideline will apply for employees with less than a full days vacation left. As an example: (a) if an employee has two hours of vacation remaining, the employee is scheduled to work the remainder of their shift. All attendance policies/guidelines apply for employees taking off from work, (b) if an employee is assigned to a V-1 shift and has eight hours of vacation remaining and wants to take the remaining two hours off work, the three hour guidelines stipulates that the time would be an excused absence provided the employee follows the attendance policy.

Birthday Holiday

- 39 All employees will comply with the following procedure when observing their Birthday Holiday:
- (1) When an employee's birthday falls on the employee's regular **SCHEDULED** workday, the employee is required to take a day off within the same work week (Monday through Sunday).
 - (A) The employee may observe their birthday on the actual day when it falls on a scheduled workday. The employee is required to pre-schedule the day with supervision a minimum of one day in advance, or
 - (B) The employee may observe their Birthday Holiday on any day of their scheduled work week (Monday Through Sunday) in which their birthday falls, provided it is pre-scheduled a minimum of one week in advance and is approved by supervision, based on production needs.
 - (2) When an employee's birthday falls on a **NON-SCHEDULED** work day, based on the employee's regular shift, the employee is required to pre-schedule a day off from work within the same regular work week in which the birthday falls, provided it is pre-scheduled a minimum of one (1) week in advance and is approved by supervision, based on production needs.

Employees will be paid double-time if scheduled to work on a day observed as a birthday holiday, scheduled or non-scheduled (as identified above), provided the employee advises their supervisor that the day requested to be worked is being observed as a birthday holiday, therefore paid at double-time, for that employee prior to the employee being scheduled to work. Consistent with past practice, if an employee inadvertently works their birthday holiday or is on vacation the entire week in which the birthday occurs, the employee will be able to re-schedule the birthday holiday to the next soonest day as approved by supervision, based on production needs.

Other

If an employee's birthday falls on a day being observed as a holiday, the Birthday Holiday will be considered as occurring on the employee's following workday. Boiler operators may schedule their Birthday Holiday to coincide with their floating weekend schedule, if otherwise eligible to do so, provided such time off is scheduled at least one (1) week in advance.

For employees assigned to the **Monday Through Friday Schedule**, when December twenty-fourth and December thirty-first fall on Saturday or Sunday, the holidays will be observed on the preceding Friday. When any other holiday listed above falls on Saturday, it will be observed on the preceding Friday.

On Layoff and Sick or Military Leave

- 40 Employees who have been laid off in a reduction of workforce during the workweek prior to or during the week in which the holiday falls shall receive pay for such holiday or earned holiday hours (based on assigned shift) per Paragraph 37.

Employees who go on sick leave during the workweek prior to or during the week in which the holiday falls shall receive pay for such holiday or earned holiday hours (based on assigned shift) per Paragraph 37.

Employees who go on military leave during the first or second workweek prior to or during the week in which the holiday falls shall receive pay for such holiday or earned holiday hours (based on assigned shift) per Paragraph 37.

ARTICLE VI – OTHER PAY PROVISIONS

Call Back Pay

- 41 Any employee called back for work outside regularly scheduled hours shall receive not less than two (2) hours pay at the applicable rate.

Reporting Pay

- 42 When an employee reports for work and no work is available, the employee shall be paid up to the first half of the shift at the employee's applicable rate for the time lost during the first half (½) of the shift unless notified in advance of the starting time of the shift not to report for work. When an employee reports for overtime work and no work is available, the employee shall be paid two (2) hours at the employee's applicable rate of pay. Scheduled overtime shifts of less than two (2) hours will be paid for the time worked. However, if stoppage of work is due to fire, lightning, failure of power lines or other causes beyond the Company's control, no payment for lost time shall be made.

The Company agrees that employees shall be notified when not to report for work by either the supervisor of the department, the Human Resource Department, or the Company.

Time Lost Due to Injury

- 43 If it has been established that an injury to an employee has arisen out of and in the course of employment with the Company, and the employee is instructed by the Medical Department to receive outside treatment for the injury during the current shift, the employee will be paid for time necessary to obtain such treatment. If follow-up outside treatment is required which cannot be scheduled outside the employee's regular working hours, the employee will be paid up to two (2) hours at the employee's applicable rate of pay for time lost from the regular working hours for the first such follow-up visit only.
- 44 In the event an employee is instructed by the Medical Department to receive subsequent outside treatment during the employee's regular shift because of the inability to continue work due to the original injury, the employee will be paid for time necessary to obtain such treatment.

In any case where an employee believes outside treatment for the injury is necessary during regular working hours, even though the Medical Department has refused to instruct the

employee to receive such outside treatment, the employee has the option to leave work to receive outside treatment. Should it be determined that the treatment was necessary in order that the employee continue work or if it is determined that the employee is unable to continue work, the employee will be paid for the time lost from regular working hours in accordance with Paragraphs 43, 44 and 45.

- 45 If the employee loses time and the attending physician determines that the employee is physically unable to work the balance of the shift in which outside treatment was received due to the severity of the injury, the employee shall be paid for the balance of that regular shift, but not to exceed a full days wage (regular hours), upon furnishing proof of the physician's determination. If an employee is injured while working in the plant and such injury arises out of and in the course of employment, and the injury is of such nature as to prevent the employee's return to work for an initial period of three (3) or more consecutive calendar days excluding Sunday (unless assigned and working on the Capacity shift) or paid holiday or vacation following the day of injury, then the Company will pay such employee a sum equal to the current sickness and accident daily benefit rate for each of such three (3) days; provided, however, that such payment shall not be made if the Workmen's Compensation carrier of the Company is required to pay the employee Workmen's Compensation for the three (3)-day period following the day of injury.

Bereavement

- 46 An employee with seniority, who is working at the time, will be granted three (3) regular working days off with pay at their applicable rate in the event of a death in the employee's immediate family. Immediate family is defined as the employee's wife, husband, father, mother, son, daughter, brother, sister, father-in-law or mother-in-law.

An employee may take the time off with pay later than the day of death or funeral if circumstances warrant and are a direct

result of the death. An employee with seniority, who is working at the time, will be granted one (1) regular work day off with pay at their applicable rate for the death of a grandparent/grandchild of the employee.

When an employee is on a three (3) day bereavement for a member of their immediate family, in accordance with the Labor Agreement, the Company will not require documentation from the employee. The employee is required to notify the Company as identified under the attendance policy.

- 47 An employee with seniority who is working at the time has the option of working and being paid for the bereavement. (Up to twenty four (24) hours for immediate family and eight (8) hours for a grandparent/grandchild of the employee.) Employees that choose to work and be paid bereavement will receive eight (8) hours of bereavement pay for each day worked. Employees must contact Human Resources to exercise the bereavement pay/work option.

Bereavement is not intended to include overtime.

Jury Duty

- 48 An employee with seniority shall be excused from work on a workday when called to perform jury service in a court of record, provided prior notice is given to the Company.

Employees assigned to the second shift or Variable Output (V-2) Schedule may transfer to first shift or Variable Output (V-1) Schedule respectively for the week(s) of jury duty provided the employee requests the transfer to Human Resources at least one (1) calendar week before the jury duty is to be served.

Employees assigned to the Variable Output (V-2) Schedule have the option of remaining on V-2 and having up to the last three (3) hours of their shift excused personal business the night before jury duty is to be served upon approval of Human Resources.

- 49 An employee with seniority who is excused from work for jury service and who furnishes the Company with a statement from the court with regard to jury pay received and time spent on jury service will be reimbursed by the Company as follows:

Monday Through Friday Schedules

- 1) A first or third shift employee will receive eight (8) hours of pay at the employee's regular straight-time rate less the amount received as jury pay for each day called to serve as a juror.
- 2) A second shift employee will receive eight (8) hours pay at the employee's regular straight-time rate less the amount received as jury pay for each day called to serve as a juror, provided the employee is not excused from further service before noon on the day for which reimbursement is claimed.

In no event shall an employee be reimbursed for more than twenty-one (21) days jury service in any period of one year, commencing with the first day for which claim for reimbursement is made.

Variable Output and Capacity Schedules

When an employee is called for service as a juror, the employee will be paid the difference between the fee received for such service and the amount of earnings lost based on the employee's current rate (lost by the employee for reasons of such service) up to a limit of the employee's normally scheduled hours in a workday and forty (40) hours per week. An employee shall not be reimbursed for more than one hundred sixty-eight (168) hours of jury service in any one (1) year, commencing with the first day for which claim for reimbursement is made.

An employee assigned to the Variable V-2 shift (Monday through Thursday) or Capacity WE-2 shift (Friday only) will receive a full shifts pay at the employee's regular straight-time rate less the amount received as jury pay for each day called to

serve as a juror, provided the employee is not excused from further service before noon on the day for which reimbursement is claimed.

Jury duty is to be paid at the accelerated rate for employees on the weekend Capacity Schedule shift.

- 50 An employee with seniority who is called for jury service, responds to the call and loses time from work, but is not accepted for jury service, will receive an amount equal to the regular wages for such time lost on the employee's regular shift, provided the employee returns to the job promptly.

ARTICLE VII – SENIORITY

- 51 It shall be the policy of The Trane Company to recognize seniority. To accomplish this, there shall be one seniority list covering all employees in all production departments.

Probationary Period

- 52 The probationary period shall consist of the employee working twelve (12) scheduled work weeks which will begin the Monday following successful completion of the new employee orientation. Time missed during the probationary period, full or partial day(s) will be added in increments of full working days to said probationary period. In situations where individuals are assigned to work in the same week of the orientation, the probationary period will begin as of the Monday of that week.

An employee shall have no seniority rights until the completion of the probationary period and will be given a seniority date of Monday following twelve (12) scheduled work weeks. The employee's wage rate will be increased to the seniority rate upon completion of said probationary period.

Employees that start in the same week and have added day(s) due to absenteeism during their probationary period will have a common seniority date. The seniority wage increase will become effective beginning at the completion of the probation period. This paragraph does not apply to the summer hire program (children of active Trane employees).

- 53 An employee shall lose seniority rights for the following reasons:
1. Voluntarily terminates employment with the Company.
 2. Employee has been discharged.
 3. After being laid off, if an employee fails to report for work within five (5) days after being notified by the Company, through the Human Resource Department by certified letter, provided, however, that no employee shall lose seniority rights if the employee's failure to so report is the result of sickness or causes beyond the employee's control, in which case the employee shall furnish written proof.
 4. If for any reason an employee has had thirty-six (36) consecutive months of unemployment with the Company or a period equal to one-half ($\frac{1}{2}$) of seniority, whichever is greater.
 5. If the employee is absent without notice to the Company for five (5) consecutive days.

Layoff

- 54 When it becomes necessary to reduce the working forces, the last employee on the seniority list shall be the first employee laid off, etc., and the last employee laid off shall be the first employee recalled, etc., except as hereinafter provided. Before any layoffs or recalls of any employees occur, a list of employees to be laid off or recalled will be presented to the Shop Committee as to the employees laid off or recalled and

the effect on seniority; but this shall not in any way interfere with the right of the Company to reduce its force.

If it is necessary to call employees back out of seniority because their skills are required, the Company will provide a list of those being called back to the Union before doing so. When employees are called back out of seniority because their skills are required, the Company will assign the employees to the jobs they were called back for out of seniority.

Maintenance Manpower Guidelines

- 55 It is agreed that manpower movements (layoff/surplus) of maintenance personnel will be done in accordance with the labor contract with the following clarifications:
- I) Within the same trade and department, (Journeymen to Journeymen) seniority will be the predominate factor governing manpower movement. Deviations from straight seniority will only occur in the instance where a very specific, highly technical skill not common to all journeymen from the same trade is required based on recognized work requirements. Possible exceptions to straight seniority will be reviewed by Human Resources and Union Shop Committee before the exemption is acted on.
 - II) Within the same trade and department, (Journeymen to Apprentice) the journeyman is recognized to have a higher skill level than an apprentice. Journeyman will have layoff protection over an apprentice in the same trade even if the apprentice is more senior.
 - III) Within the same trade and department, (Apprentice to Apprentice) the following criteria will be utilized to determine skill/qualifications for manpower movement:

- A. 8001-10,000 Hours - Governed by straight seniority. If an apprentice is not able to complete indenture, apprentice will be moved into his most current journeyman classification.
- B. 7001-8000 Hours - Governed by straight seniority.
- C. 6001-7000 Hours - Governed by straight seniority.
- D. 4001-6000 Hours - Governed by straight seniority.
- E. 2001-4000 Hours - Governed by straight seniority.
- F. 1001-2000 Hours - Governed by straight seniority.
- G. 0-1000 Hours - Probationary period.

For example, an employee in the 6001-7000 hour category will be considered as having more skill and qualifications than an employee in the 2001-4000 hour category.

Note: If the need arises within one year of being declared surplus (based on employee working at the time) an apprentice with over 1000 hours completed in the apprenticeship program will have the opportunity to be reinstated into the apprenticeship program.

This opportunity must comply with all current rules and regulations of the Wisconsin Apprenticeship law, Trane Company Apprenticeship guidelines and current Labor Contract.

It is also agreed that exemptions in maintenance will be handled based on skill and qualifications with senior qualified/skilled people being given the opportunity to perform the work with the junior person going to layoff.

Exemptions and Deviations from Layoff

- 56 All boiler operators, welders, and electricians are exempt from the seniority clause as to layoff as long as they are needed on their exempted jobs. It is understood that an exempted

employee must have demonstrated the capability to perform the required job. If the Company replaces an employee exempted in one of the above jobs with an older qualified employee, the exempted employee will be laid off.

- 57 Deviations from straight seniority in addition to those listed above can only be made for justifiable reasons, that is, when an employee's qualifications are essential on available work and *no senior employee not subject to layoff has the necessary qualifications*. The Company will specify such exemptions to the Shop Committee sufficiently in advance of the layoff/recall giving the specific reasons for such deviations in each case. The company will endeavor to find alternate qualified employees not subject to layoff for such exempted employees to replace those so exempted. The Company will not be required to make more than two (2) transfers to replace one (1) employee under this paragraph.

The following guidelines clarify the exemption procedure and are in reference to Paragraphs 55 – 61 of the current Labor Contract.

1. All exemptions from layoff are based on needed skill requirements.
2. The Company will identify the employees and needed skills to be exempted to the Union Shop Committee as soon as possible after manpower requirements have been determined.
3. Furthermore, production operations will review manpower to determine if adjustments can be made to free up skilled employees to fill the needed exempt positions. Such manpower adjustments will be communicated to the shop committee.

4. The Company will (per the job posting/internal upgrade language) initiate a job posting/internal upgrade for exempted skills as soon as determined.
- All capable employees will be considered provided the employees can perform the skilled job with a reasonable amount of training.

If such training is required for capable senior employees, the junior employees will remain on the exempted jobs until the senior employees are trained to fill the exempted positions. At that time the junior exempted employees will be laid off.

- No qualified employees will be forced out of their home department into any exempted job position.
5. Exemptions will be discussed between the Company and Shop Committee upon request.

- 58 The parties may discuss from time to time the problem of deviations from seniority on layoff.
- 59 Probationary employees will not be exempt from straight seniority if other qualified employees are available.
- 60 If the Union does not agree with certain exemptions, the Company and the Shop Committee shall make every effort to resolve their differences before resorting to the grievance procedure.

Layoff Notice

- 61 When layoffs, because of lack of work, are in accordance with straight seniority, the employees affected shall be given two (2) working days notice of the employee's regular work shift before being laid off for a period of two (2) weeks or more. It is further agreed that in case of material shortages resulting from conditions beyond the Company's control, the two (2) days

notice provision will be waived. Employees exempted from layoff who are to be laid off because they are no longer needed on the work for which they are exempt may be laid off without notice. Such exempt employees will work to the end of the shift in which layoff notice is given.

One-Day Layoffs

- 62 Layoffs due to lack of work or material shortages will be made by seniority in a department, provided such a layoff does not exceed one (1) day in any one (1) week. For any layoff in excess of one (1) day in any (1) one week, the procedure set forth in Paragraphs 54, 56-60 will be followed. This paragraph is not intended to be used to establish a regular workweek with less days than the employees regularly scheduled week for the employees in any department, and shall be applied in such a way that no employee is affected more than six (6) times or more than three (3) consecutive weeks in a twelve (12)-month period. The Union Office will be notified in advance of any layoff under this paragraph.

Inventory

- 63 The interruption of production due to the taking of inventory is not to be considered as an ordinary layoff. Employees will be asked for inventory work on the basis of seniority in the department provided they are able to perform the work involved. However, when production is also scheduled on their shift, an employee who is scheduled for inventory will be given the opportunity instead to work on such production for which the employee is qualified on this shift and is senior to employees who would otherwise be scheduled for such production.

If inventory is scheduled for Saturday and/or Sunday, this principle will still apply notwithstanding Paragraph 33. Employees who work inventory assignments on Saturday and/or Sunday will be charged for such hours on their overtime record. A refused offer of inventory work on an overtime basis will not be charged.

Final notice for production work shall be posted four (4) days before inventory. If any addition is made in the production schedule subsequent to such notice, any employee affected thereby will not be disqualified for holiday payment if the employee chooses not to work on production on inventory day.

ARTICLE VIII – TRANSFER

Requests for Transfer

- 64 All requests for permanent transfers by employees may be granted by the mutual consent of the Shop Committee and the Company. These transfers shall not be put into effect until agreed and acted on at a regular monthly meeting between the Shop Committee Chairperson and a representative of Human Resources.

The selecting of employees to fill vacancies shall be based upon seniority and qualifications. An employee shall not be entitled to have more than one (1) permanent transfer a year. An employee shall be entitled to submit no more than twelve (12) such requests in any calendar year.

- 65 When an employee is granted a job or department transfer, the employee shall have up to a thirty (30) calendar day, or in the case of the maintenance and inspection departments, up to a sixty (60) calendar day trial period to determine:
1. If the employee is acceptable in the new job. If not acceptable in the new job, the employee will be given verbal notice by the supervisor as to why the employee is not acceptable. Wherever possible, such verbal notice will be given prior to the employee leaving the department.
 2. If the employee desires to remain in the new job, one (1) thirty (30) calendar day extension may be made at the request of the employee, the Union, or the Company.

When such request is made, the Union, the employee, and the supervisor will receive a written notification using the designated form obtained from Supervision, the Union Office or Human Resources.

3. The employee's rate will not be lowered in the new department until the employee becomes permanent in said department.

Temporary Transfers

- 66 All employees who have been on temporary transfer for three (3) months prior to January 15, April 15, July 15, or October 15 will be reviewed on these dates of each year to determine whether or not it would be possible to make the transfer permanent. An employee's rate will not be reduced during the temporary transfer period. The employee will receive the rate of the job being performed while on temporary transfer if it is higher than the employee's classified rate as soon as the job cycle has been completed. If it is decided to make the transfer permanent, the employee is given a rating in the new department, and the option of accepting the new rate or returning to the old job and department.

Seniority Principle

- 67 It shall be the policy of the Company to follow the principle of seniority insofar as it is possible to do so in making temporary transfers and in returning employees to their home departments.

Employees will be transferred from their home department by inverse seniority regardless of shift assignment, provided the remaining employees are qualified to perform the remaining work.

Exception for Union Representatives

- 68 A department steward, a chief steward, or a member of the Shop Committee, will not be fanned or transferred from the

department, nor subject to replacement on the shift (under Paragraph 85) nor transferred to another shift (under Paragraph 87) so long as there is work available in the employee's job classification, or in a job classification the employee has held, or other work available which, in the Company's judgment, the employee is able to perform. This provision shall not be construed to give extra seniority to such Union representative in the event of layoff under Article VII, or to prevent such Union representative from exercising individual seniority under Paragraphs 85 and 87.

Calling Back Transferred Employees

- 69 When it is established that there is a need for additional personnel for two (2) calendar weeks or more in a department with employees out on temporary transfer, such temporarily transferred employees will be returned to their home department to fill the need in accordance with Paragraph 67 unless such need is being met temporarily by an employee with physical limitations who is unable to perform these normal duties. Such needed employee will be returned to the department no later than the first scheduled workday of the affected employee following the existence of the need except where an unusual replacement problem exists or there are employees with physical limitations assigned to the job, in which case the employee and the Union will be so notified. However, prior to the senior employee on temporary transfer losing rate protection and home department rights, the employee with physical limitations will be removed from the job. The Union will also be informed of the action to be taken by the Company so that the employee can be returned to the home department as promptly as feasible.
- 70 If an employee is scheduled to be returned to the home department to fill a need, but is delayed due to an unusual replacement problem, and rate protection or right to return, as provided in Paragraph 72, is due to expire during such delay

period, such rights will be extended until the employee is replaced.

Farming

- 71 It is recognized that in order to utilize the work force efficiently and to keep people working insofar as possible, the Company requires flexibility in farming employees for short periods up to six (6) calendar weeks. An employee may be farmed out by the Company because of a reduction of work in the home department, because the employee's specific skill is needed in another department or because of the production needs of another department. Department seniority will be applied on farm-outs and in the return of farmed out employees where practical to do so.

Except where production needs reasonably require otherwise, employees shall not be placed in a department where employees are farmed out prior to returning those on farmout back to their home department by seniority.

Forced Transfers

- 72 When an employee is forced to accept a permanent job or department transfer due to a shortage of work, material, manpower, etc., such employee shall carry the present classification rate for a period of three (3) months as provided in Paragraph 66 of the current contract plus an additional thirty (30) days. This period may be extended for a period equal to the length of time such employee was precluded from consideration for return to the home department by the temporary presence therein of an employee with physical limitations. The Company will make every effort to place such an employee within the four (4) month period on available work consistent with the employee's rate, seniority, training and qualifications. However, in no case will such an employee replace another employee in a job. If work again becomes available in the occupation the employee was performing, the employee will have the option of returning to the occupation

providing the individual has sufficient seniority and no employee with physical limitations is assigned to the job. However, prior to an employee losing rate protection or the employee with limitations getting permanent department rights, the employee with limitations will be removed. After this period, the employee on forced transfer shall receive the rate for the new job provided such rate is lower than the old rate. If the new job rate is higher than the old rate, the employee shall receive the new rate as soon as the job cycle has been completed. If, during the four (4) month period immediately following the new rate and department assignment, work becomes available in the department from which the employee was forced transferred, the employee will have the option of returning to the department.

Wage Rate Handling

- 73 When an employee is transferred into a job classification where the training cycle has previously been completed the employee shall receive the rate for that job immediately provided such rate is higher than the rate carried.
- 74 If an employee continuously performs a job, with a higher classification rate for one (1) full day or more, that job rate shall be received as long as the employee continues to perform the job provided the job cycle has been completed. If the employee continues on the job for a period of nine (9) cumulative months within a two (2)-year period, the employee's short-term rate shall become the employee's job classification.

Product Transfer or Discontinuance

- 75 When the Company transfers a product line or a portion thereof from La Crosse, or discontinues the manufacture of a product line or portion thereof at La Crosse, or merges two (2) or more departments and as a result of such action a department is dissolved or a major portion of the regular employees in such department are no longer needed on their jobs, each employee in the department whose job is abolished because of this action will be subject to the following procedure:

1. Such employee will not be reduced in wage rate for a period of six (6) months from the date of transfer from such department unless the employee requests, and is awarded, a permanent transfer. If, after the six (6) months period, the employee has no permanent department, the employee will be placed on a forced transfer in accordance with Paragraph 72.
2. Further, before such transfer or discontinuance of a product line or a portion thereof takes place, the Company and the Union will discuss the problems of the placement of the above-affected employees on jobs within the bargaining unit in an attempt to resolve such problems consistent with other provisions of this Agreement.

New Department

- 76 A new department is created when a new product line is originally manufactured in a separate plant area, and such department is assigned a new department number. When a new department is created, the Company and the Union will agree upon a procedure for the distribution of information regarding the department and the minimum requirements therefor. The selection of the employees will be made in accordance with Paragraphs 64 and 82, and the provisions of Paragraph 65 shall also apply.

Requirements for Upgrade

- 77 Upgrades, on or after June 15, 1993, for both current and future employees will be based on distribution percentages. The Company will manage the distribution of employees as identified in the Contract Amendment, "Attachment B" throughout the Labor Grade Structure based on need. Groupings, under the Job Restructuring Program, will continue to be used for the purpose of preparing an individual for upgrade when the need as identified by distribution arises. The use of "groupings" will no longer be the sole qualifier for an upgrade.

Employees who temporarily perform a stand-alone job, in a higher classification, will be compensated as outlined in Article VIII, Paragraph 74, of the current Labor Agreement. However, consistent with Demand Flow Technology principles, employees may be required to perform duties at adjacent work stations for short periods of time that may be in a higher or lower classification without having their rate of pay adjusted. This principle of "one up, one down," is essential to Demand Flow.

The Company will establish the distribution percentages, including the current workforce, and will manage to that distribution. Operations will be responsible for establishing and managing distribution percentages. In addition, Operations will schedule a meeting to discuss the workforce distribution at least semi-annually with Union leadership. The minimum percentage for MT will not fall below ten percent (10%). The combined total for MT and T1 will not fall below 35 percent (35%).

Seniority within a department will be used to fill upgrade needs in grades T2 and below. Upgrades based on need in T1 and MT will be filled by classification (welding, machinist, machine operations, assembly, factory services) and seniority within the department, i.e., an upgrade to an MT welder will be filled by the senior qualified person already in the welding classification. An exception may exist when the entry-level position within a department is above a T2. In such cases, seniority will be used to fill the upgrade.

Transfer to Lighter Work and Incapability

- 78 When a senior employee, who is at the time working, requests a transfer to light work, or the Company determines that such an employee is incapable of performing the employee's regular job, the Company and the Union will discuss the problem with the intent of:

1. assigning the employee to available work which the employee is able to perform and which needs to be performed, and
2. paying for such work at the wage rate of the job the employee would be performing.

It is understood that the above does not obligate the Company to make work for an employee or to assign an employee to work which cannot be performed satisfactorily.

Americans With Disabilities Act (A.D.A.)

- 79 Nothing in the Agreement shall be construed as a barrier to reasonable accommodation to qualified applicants or employees with a disability, as defined by the Act, provided the Company agrees to provide the Union with advance notice of any job assignment or other form of accommodation which may otherwise conflict with the terms and conditions of this Agreement.

Leaving or Returning to Bargaining Unit

- 80 Any member of the bargaining unit who has been promoted or transferred or is promoted or transferred to a position outside the bargaining unit described in Article I shall maintain the amount of seniority held at the time of such promotion or transfer and will not continue to accumulate seniority within the bargaining unit.

Should such employee request to return to the bargaining unit or should the Company decide to return such employee to the bargaining unit, the employee will be reinstated with the amount of seniority maintained at the time of promotion or transfer. The Company agrees that it will not return employees to the bargaining unit for the purpose of temporarily reducing the staff of non-bargaining unit employees. When such employee returns to the bargaining unit, job and department assignments will be at the discretion of the Company. The employee will be

assigned the entry-level job within a department. The employee will be granted home department rights in the department where assigned. The Union will be notified of the job and department assignment five (5) days prior to such assignment wherever possible.

However, an employee will not be placed in a department where the assignment would cause the transfer of a regular department employee then working in the department, or where there are employees out of such department on temporary transfer, or where there is not a need for the employee in the department for at least two (2) calendar weeks.

- 81 Nothing, however, contained in Paragraph 80 shall be construed as limiting the Company's right to discharge any employee promoted or transferred from the bargaining unit for cause.

Should any employee who has been promoted or transferred from the bargaining unit and then returned to the bargaining unit under the above procedures, be subsequently again promoted or transferred from the bargaining unit, the employee will lose all seniority status in the bargaining unit on the date of such promotion or transfer.

An initial temporary vacation replacement assignment of up to three (3) months outside the bargaining unit will not be counted toward the limitations of this paragraph.

Permanent Transfers Not Covered

- 82 All permanent transfers not covered elsewhere in this Agreement shall be discussed with the Shop Committee before such transfers are made.

ARTICLE IX – SHIFT TRANSFERS

Voluntary Shift Exchange (up to 1 week)

- 83 Voluntary shift exchanges which are approved by the Company will be permitted between two (2) employees in the same department on a temporary basis (up to one [1] week) if such exchange conforms to the Walsh-Healey Act and does not cause overtime payments. No changes in night shift premium will be made for either employee involved in temporary shift exchange under this paragraph.

Voluntary Shift Exchange (more than 1 week)

- 84 A request for an exchange of shifts - for up to one (1) year by two (2) employees in the same department will be permitted providing:
1. Neither employee puts in more than one (1) workday in a twenty-four (24)-hour period in making the exchange, to conform with the Walsh-Healey Act.
 2. Neither of the employees making the exchange may do so again within a period of six (6) months, based on Company approval.
 3. The qualifications and experience of both employees are relatively equal.
 4. The employees involved shall complete and submit the Voluntary Request Form to Human Resources with a copy to the Union. Forms may be obtained from Supervision, the Union Office or Human Resources.

Shift Preference

- 85 An employee with at least one (1) year seniority may replace a junior employee on a different shift in the same department subject to the following:

1. The junior employee shall have worked in the same department for at least six (6) months.
2. In order to bump, an employee must be qualified to do the job of a junior employee being bumped. Typically, this means the bump will be in the same classification (i.e. welding, machining).
3. In addition, an employee will be allowed to bump if the employee is able to do the job of a junior employee with a minimal amount (couple days) of updating on the job.
4. Alternately, the Company will consider manpower adjustments/moves in order to accommodate the bump. This accommodation will only be allowed if there is no disruption to production and within all applicable Labor Contract provisions. The Company maintains the right to assign work.
5. The Company is not required to train the employee that is requesting the shift preference. The only training requirement is where the senior employee is replacing an employee in the same or a lower rated labor grade, the Company will, in all instances where possible, train a replacement within three (3) months for the senior employee so that the shift transfer may be exercised. The training period will start within a one (1) week period after the employee's written request is acted upon at the regular meeting. Also, employees transferred to other shifts for training cannot be bumped.
6. Bump Procedure (Shift Preference) with the Maintenance Program. Bump Procedure Apprenticeship: To meet the training requirements of the apprenticeship program, an apprentice may not bump or be bumped while on a specific shift for training the first 2 years of a 4 year program or the first 6 months of a 1 year advanced program.

Journeyman/apprentice may bump only within their own classification.

7. Supervision determines the person being bumped and any manpower adjustments involved. Supervision will communicate to the employee and steward on the status of all bumps.
 8. There will be not more than one (1) such transfer for every thirty (30) regular employees or portion thereof in a department in any two (2) month period, except that each department will be allowed at least one (1) such transfer in any two (2) month period. The number of transfers to be allowed in accordance with the above provisions will be determined on August 1st and February 1st of each year.
- 86 With respect to the operation of this paragraph, an employee who has performed a job in a department classified in Labor Grade Technician 4 for nine (9) months, or a job classified in Labor Grade Technician 3 or above for twelve (12) months, may be replaced by a senior employee from another shift. This does not place a requirement on the Company to grant a full rate to any employee before the job cycle has been completed.

Transfer to Another Work Schedule

- 87 When it is necessary to transfer an employee from one shift to another, the youngest employee by seniority in the department capable of doing the work involved, shall be so transferred. When another shift is to be established in a department, the shift will be manned by transferring the youngest employees by seniority from the shift capable of doing the work involved.

The above principles will apply provided no senior employee capable of doing the work expresses a preference to be transferred to the shift involved.

Variable Output or Capacity Transfer to Another Work Schedule

- 88 An employee being transferred from one shift to another shall be notified as follows:
1. An employee on Variable Output will be notified prior to the end of the shift on Thursday. However, if the shift being transferred to is a weekend shift, then the transfer will be effective on the second Friday following such notice.
 2. An employee on a weekend Capacity Schedule shall be notified no later than the Sunday workday. Transfer to a Monday workday will be effective the second Monday following such notice. Transfer to another weekend shift will be the first Friday following such notice.
 3. Employees transferred from a weekend Capacity Schedule to a Monday Through Friday workweek of five (5) days, eight (8) hours or a Variable Output Schedule will have the option of Monday as a day of rest (providing the employee is not transferring from Capacity (WE-2) shift to Variable (V-1) shift. However, the Company will provide work equaling forty (40) hours of pay through Friday of the same workweek.

ARTICLE X – RULES AND REGULATIONS

- 89 RULE 1) Pilfering, which includes the stealing or taking away of any of the property (including scrap) of The Trane Company, without the written permission of the supervisor or designated Company representative, is prohibited.
- 90 RULE 2) Punching another employee's starting and stopping card, or any falsification of the employee's own starting and stopping card, is prohibited.

- 91 RULE 3) Carelessness of an employee which contributes to the injury of a fellow employee; any act of an employee which does or might contribute to the serious injury of an employee, which includes fighting on Company property; or any intentional act which results in the destruction, the defacing of Company property, or the writing of indecent language, drawing obscene drawings on cards, bulletin boards, walls, or any other part of the Company property, is prohibited.
- 92 RULE 4) The use or possession of intoxicants or controlled substances on the Company's premises or on Company time is prohibited.
- 93 A VIOLATION OF ANY OF THE RULES AND REGULATIONS NUMBERED ONE (1), TWO (2), THREE (3), OR FOUR (4) WILL BE CAUSE FOR IMMEDIATE DISCHARGE.
- 94 RULE 5) Those employees who are capable of performing their assigned job efficiently and capably but who fail to do so will receive a written warning, a copy of which will be given to the Shop Committee. The employee will be given at least thirty (30) days to show satisfactory improvement. If, following receipt of the written warning, the employee fails to show satisfactory improvement, the employee will, not earlier than thirty (30) days and not later than sixty (60) days following such receipt, be given a one (1)-week suspension. Where an employee's previous service record has been good, the length of the suspension may be modified. If the employee receives a second written warning within six (6) months of the beginning of the suspension, the employee will be given at least thirty (30) additional days to show satisfactory improvement. If, following receipt of the second written warning, the employee fails to show satisfactory improvement, the employee may, not earlier than thirty (30) days and not later than sixty (60) days following such receipt, be discharged. In all cases under this rule, an employee's previous Company service record shall be given consideration before the discharge penalty is invoked. The time

periods given in this paragraph are understood to be periods "of working time".

"Of Working Time" Defined

- 95 The phrase "of working time" referred to in this Agreement shall include periods during which the employee is actually working, vacations, time lost due to bona fide illness or injury, military training, and a consecutive absence of six (6) months or more for any reason. Each period of time (three [3] months, one [1] year, etc.) followed by "of working time" will in every case terminate no later than eighteen (18) months after the date it begins.

Reporting Absence

- 96 **RULE 6)** All employees must notify the Company when they are going to be absent or tardy. Notification must be made prior to the start of the shift by calling the "Employee Absence Reporting System" (EARS) on (608)-787-2142 **All absences or tardys must be reported on EARS even if the employee notifies other Company representatives about their absence or tardy. All calls must be completed and saved per the procedure.** Employees that do not have a touch-tone telephone are to call (608)-787-4882 to report their absence or tardy. If an employee does not call in for each absence or tardy, prior to the start of their shift, as identified above, the absence or tardy is unexcused. Employees should also inform their supervisor ahead of time whenever they know they will be absent or tardy. Emergency situations will be handled on a case by case basis.

Employees do not have to report their leave early on EARS prior to the start of their shift. Employees must verbally notify their supervisor prior to the start of their shift if they are going to leave early and want consideration to be excused.

All absences pertaining to work related injuries/illnesses must be reported and handled in accordance with the attendance

policy, unless Paragraph 97 applies and the daily reporting is not required.

- 97 *Employees that know they are going to be absent from work have the option to apply for a formal leave of absence through Human Resources. Once an employee is on an approved leave of absence through Human Resources, the daily reporting is not required. In addition, employees must go on a leave of absence after missing in excess of one work week per Paragraph 140 of the current labor agreement.*

Employees that are going to be absent from work for one workweek (seven calendar days) or less may schedule the time away from work with Human Resources. In such cases, employees are required to: (a) schedule a time to meet, outside of the employee's shift, where practicable, on their own time, with a Human Resources representative, (b) submit documentation acceptable to the Company in advance of the absence to Human Resources, and (c) receive approval by Human Resources to be away from work. **Upon receiving advanced approval by Human Resources, daily reporting is not required.**

- 98 Furthermore, employees returning to work from a medical leave of absence, or a leave that does not have a predetermined return date, must first report to Human Resources with the appropriate return to work authorization/documentation before returning to the job.

Excused Absence Defined

- 99 The following absences will be excused when approved by the Company and will not be subject to the progressive discipline procedure:
1. Jury duty, military duty, funeral leave, occupational illness/injury, Human Resource-approved leaves of

absence, vacation, paid holidays, not scheduled for work, *Union business and sick with medical proof.*

2. Employee must provide documentation acceptable to the Company within five (5) working days of the employee's work schedule after return to work.
3. Regarding the "**Three Hour Rule**", if an employee has excused time off during their shift, the employee is responsible for coming to work if three (3) hours or more can be worked. If three (3) hours cannot be worked the employee needs to communicate this when submitting their documentation to Human Resources. The "Three Hour Rule" applies to employees observing less than a full days vacation. **Note the following exceptions:** (a) employees that attend Union meetings must return to work upon the conclusion of the Union meeting, and (b) the "Three Hour Rule" does not pertain to medical or therapy appointments involving work related injuries. When released to return to work by the physician, injured employees are to immediately return to work even if less than three (3) hours remain on their scheduled shift.

Unexcused Absence Defined

100 Unexcused absence is defined as:

1. Failure to notify the Company before any absence or on the first day of absence prior to the start of the employee's shift will result in an unexcused absence; except where the employee furnishes proof that it was impossible to give such required notice.
2. Sick without medical proof.
3. Personal business unless approved as a leave of absence by Human Resources.

4. Regarding the "Three Hour Rule", if an employee has excused time off during their shift, the employee is responsible for coming to work if three (3) hours or more can be worked. If three (3) hours cannot be worked the employee needs to communicate this when submitting their documentation to Human Resources. The "Three Hour Rule" applies for employees observing less than a full days vacation. **Note the following exceptions:** (a) employees that attend Union meetings must return to work upon the conclusion of the Union meeting, and (b) the "Three Hour Rule" does not pertain to medical or therapy appointments involving work related injuries. When released to return to work by the physician, injured employees are to immediately return to work even if less than three (3) hours remain on their scheduled shift.

Unexcused Absence – Discipline

101 Unexcused absence will be subject to the following progressive discipline procedure:

1. Step I – Six (6) unexcused absences within a twelve (12)-month rolling period will result in a first written warning.

Step II – Eight (8) unexcused absences within a twelve (12)-month rolling period will result in a second written warning.

Step III – Ten (10) unexcused absences within a twelve (12)-month rolling period will result in discharge.
2. Consecutive scheduled working days of unexcused absences will each be considered as a separate violation.
3. The Company will issue corrective action within fifteen (15) of the employee's regular workdays from the incident that causes the action.

4. EAP will be offered in conjunction with progressive discipline Steps one (I) and two (II).

Excused Tardy/Leave Early Defined

102 The following approved tardys/leave earlys will be considered excused and will not be subject to the progressive discipline procedure:

1. Jury duty, funeral leave, occupational illness/injury, personal emergency approved by Human Resources, no work is available, Union business, sick with medical proof and doctor/dentist appointments with proof.
2. Employees must provide documentation, acceptable to the Company, within five (5) working days of the employee's work schedule after return to work.
3. Regarding the "Three Hour Rule", if an employee has excused time off during their shift, the employee is responsible for coming to work if three (3) hours or more can be worked. If three (3) hours cannot be worked the employee needs to communicate this when submitting their documentation to Human Resources. The "Three Hour Rule" applies for employees observing less than a full days vacation. **Note the following exceptions:** (a) employees that attend Union meetings must return to work upon the conclusion of the Union meeting, and (b) the "Three Hour Rule" does not pertain to medical or therapy appointments involving work related injuries. When released to return to work by the physician, injured employees are to immediately return to work even if less than three (3) hours remain on their scheduled shift.

Unexcused Tardy/Leave Early Defined

103 Unexcused tardy/leave early is defined as:

1. Failure to notify the Company of the tardy/leave early for doctor/dentist appointments prior to the start of the employee's shift.
2. Sick without medical proof.
3. Regarding the "**Three Hour Rule**", if an employee has excused time off during their shift, the employee is responsible for coming to work if three (3) hours or more can be worked. If three (3) hours cannot be worked the employee needs to communicate this when submitting their documentation to Human Resources. The "Three Hour Rule" applies for employees observing less than a full days vacation. **Note the following exceptions:** (a) employees that attend Union meetings must return to work upon the conclusion of the Union meeting, and (b) the "Three Hour Rule" does not pertain to medical or therapy appointments involving work related injuries. When released to return to work by the physician, injured employees are to immediately return to work even if less than three (3) hours remain on their scheduled shift.
4. An employee who is tardy and leaves early in the same day, will only be charged with one (1) violation. A tardy or leave early.

Unexcused Tardy/Leave Early – Discipline

104 Unexcused tardys/leave earlys will be subject to the following progressive discipline procedure:

1. Step I – Six (6) unexcused tardys/leave earlys within a twelve (12)-month rolling period will result in a first written warning.

Step II – Eight (8) unexcused tardys/leave earlys within a twelve (12)-month rolling period will result in a second written warning.

Step III – Ten (10) unexcused tardys/leave earlys within a twelve (12)-month rolling period will result in discharge.

2. Consecutive scheduled working days of unexcused tardys/leave earlys will each be considered as a separate violation.
3. The Company will issue corrective action within fifteen (15) of the employee's regular workdays from the incident that causes the action.
4. EAP will be offered in conjunction with progressive discipline Steps one (I) and two (II).

105 RULE 7)

1. Insubordination.
2. The refusal of any employee to obey the work orders of the immediate supervisor(s) is prohibited.
3. Extreme insubordination will be cause for discharge.

106 RULE 8) Any employee who directly or indirectly willfully slows down or limits personal production or that of another employee, or machine, will have violated these Rules and Regulations.

107 ANY VIOLATION OF THE RULES AND REGULATIONS NUMBERED SEVEN (7), OR EIGHT (8) SHALL SUBJECT THE EMPLOYEE TO ONE (1) WEEK'S LAYOFF WITHOUT PAY FOR THE FIRST VIOLATION AND DISCHARGE FOR THE SECOND VIOLATION WITHIN A PERIOD OF ONE (1) YEAR OF WORKING TIME.

108 RULE 9) Being under the influence of intoxicants or controlled substances while on the job is prohibited.

- 109 RULE 10) Employees agree to confine their lunching to the rest period.
- 110 RULE 11) Employees are prohibited from doing other than Company work during working hours, and from using machinery, tools and equipment or Company materials for personal use.
- 111 ANY VIOLATION OF THE RULES AND REGULATIONS NUMBERED NINE (9) THROUGH ELEVEN (11) SHALL SUBJECT THE EMPLOYEE TO A ONE (1) WEEK'S LAYOFF WITHOUT PAY AND TWO (2) VIOLATIONS WITHIN THREE (3) MONTHS OF WORKING TIME OR THREE (3) VIOLATIONS WITHIN A YEAR OF WORKING TIME WILL SUBJECT THE EMPLOYEE TO DISMISSAL.
- 112 RULE 12) Employees will, when required, report a correct tally of work done. The report of a false amount or the falsification of the employee's production card shall be an infraction of these rules.
- 113 RULE 13) Smoking is prohibited in "No Smoking" areas.
- 114 RULE 14) Employees shall be at their work at the starting signal and shall be at their work until the stopping signal. Washing up, except when designated by the supervisor or for safety or hygienic purposes, shall be done after the stopping signal.
- 115 RULE 15) Employees shall observe the requirements in punching time clocks as indicated in instructions.
- 116 RULE 16) Leaving the plant without permission.
- 117 FOR THE FIRST VIOLATION OF THE RULES AND REGULATIONS NUMBERED TWELVE (12) THROUGH SIXTEEN (16), THE EMPLOYEE WILL BE SUBJECT TO A WRITTEN WARNING. FOR A SECOND OFFENSE WITHIN SIX (6) MONTHS OF WORKING TIME, THE EMPLOYEE WILL

BE SUBJECT TO SUSPENSION FOR ONE (1) WEEK. FOR A THIRD OFFENSE WITHIN ONE (1) YEAR OF WORKING TIME, THE EMPLOYEE WILL BE SUBJECT TO DISCHARGE.

- 118 The general rules of safety must be observed. Failure to do so will incur the penalties as set forth in the Safety Code. The Company will cooperate to see that these rules of safety are observed by all employees.

Just Cause

- 119 When it is necessary to discipline (including discharge) an employee for just cause, the Human Resource Department will advise the Union, at the time the discipline is administered, that Paragraph 119 Just Cause is being cited.

120 Discipline or Discharge

A written grievance concerning a disciplined or discharged employee must be filed within five (5) working days of the employee's work schedule after the employee or the Union receives the confirming discipline or discharge letter from Human Resources. Failure to meet said deadlines will cause the discipline or discharge to be final. The employee or union may file a grievance at any time prior to the deadlines.

When Union Representation is Required

- 121 If a Union member is summoned to answer a charge of violating the rules and regulations, the member shall have Union representation.

ARTICLE XI
GRIEVANCE PROCEDURE AND ARBITRATION
GRIEVANCE PROCEDURE

Preamble

- 122 It is the conviction of the parties that prompt and fair handling of complaints or grievance matters will lead to more effective

operation and more harmonious relations among the employees, the Union and the Company.

Grievance Procedure Clarifications for Steps

- 123 STEP 1: An employee who believes they have a grievance shall discuss the alleged grievance with the supervisor within seven (7) of the employee's regular scheduled workdays after the event has occurred, or after the employee should have had knowledge of the event, with or without the steward for this area, as the employee desires, in an attempt to resolve the grievance. If a satisfactory agreement is not reached and the employee wishes to appeal the grievance, it shall be taken up with the department steward within three (3) of the employee's regular scheduled workdays following the supervisor's oral answer. If the supervisor and steward are unable to resolve the grievance, the steward shall take the matter up with the appropriate Shop Committeeperson within three (3) of the employee's regular scheduled workdays following the supervisor's oral answer. It is understood that no settlement at Step 1 can be inconsistent with the provision of this Agreement. If the complaint is not carried to Step 2 within the time limits specified above, it shall be considered settled.
- 124 STEP 2: The appropriate Shop Committeeperson must take the matter up with the Production Manager and/or designated Company representative within seven (7) of the employee's regular scheduled workdays following the supervisor's oral answer to the steward. In investigating the alleged grievance and in discussing it with Company representatives the Shop Committeeperson will take only such time as is reasonably necessary. The Production Manager, or designated Company representative, will give an oral answer by the end of three (3) of the employee's regular scheduled workdays from the time the investigation and discussion concludes.

Second step grievances submitted by department stewards on a Capacity (WE) shift shall be answered by the following Friday.

If the Company's response is not satisfactory and the employee wishes to appeal the grievance, it shall be reduced to writing and presented to the Human Resource Department within five (5) of the employee's regular scheduled workdays following the Plant Manager, or designated Company representative's oral answer. If the complaint is not carried to Step 3 within the time limits specified above, it shall be considered settled.

- 125 STEP 3: Written grievances presented to the Human Resource Department will be placed on the agenda of the next regular grievance meeting. Such meeting will be held on the Monday preceding the first Saturday of each month at 1:15 p.m. The Company will pay the Shop Committee from 12:15 p.m. to 1:15 p.m. prior to this regular meeting for the purpose of organization of material to be discussed. The Company will advise the Shop Committee, in writing, of its final position of the grievance within five (5) workdays (excluding Saturdays, Sundays and holidays) of said meeting.
- 126 A representative of the IAMAW may be present and participate in any regular or special meeting between the Company and the Shop Committee.
- 127 Any grievance involving disciplinary time off or discharge may be initiated by the Shop Committee directly at Step 3.
- 128 STEP 4: Arbitration – The Company's answer provided in Step 3, of the Grievance Procedure, shall be considered final unless within fifteen (15) workdays from the date of the grievance meeting (excluding Saturdays, Sundays and holidays) the Shop Committee requests in writing to the Human Resource Manager that the grievance be submitted to an impartial arbitrator in accordance with Paragraphs 133, 134 and 135 for the purpose of holding a hearing at which the parties may present testimony and evidence. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by mutual agreement in writing between the parties.

Shop Committee

- 129 There shall be four (4) committeepersons of the Union who shall have the right to *investigate a grievance in Step 2* at the request of the steward of the department. These four (4) people shall have a maximum allowable time of *six (6) hours in any one week* which will be paid for by the Company. Notwithstanding this maximum time allowance, it is understood that these Shop Committeepersons will spend only such time as is reasonably necessary to investigate and present grievances in Step 2. It is understood that the Union will designate the separate areas to be covered by each of the four (4) Committeepersons. In *emergency situations of major importance*, the chairperson of the Shop Committee may be called in by the Committeeperson at Step 2. It is agreed that the Union will not abuse this privilege and that the Human Resource Department will be notified in advance.

Shift and Plant 6 Representatives

- 130 The chairperson of the Shop Committee may appoint three (3) Union representatives to act for the Union in Step 2. These Union representatives shall be *second shift or Variable Output V-2 shift* employees. No more than one (1) such Union representative shall be selected from one plant. The selected Union representative's participation shall be limited to Step 2 of the grievance procedure on the *second shift or Variable Output V-2 shift*. Each of these Union representatives will have a maximum allowable time of *four (4) hours per week* which will be paid for by the Company. Notwithstanding this maximum time allowance, it is understood that these Union representatives will spend only such time as is reasonably necessary to investigate and present grievances in Step 2. If the Union has a need for a Union representative on the *third shift or Capacity WE-1*, one (1) employee may be selected to function in the same manner as the *second shift or Variable Output V-2 shift* Union representatives with the same maximum allowable time. The Union may also designate one (1) Union representative to act for the Union in Step 2 as *provided above*

on the first shift or Variable Output V-1 shift in Plant 6 and the north side area. Such employee will be appointed from the first shift or Variable Output V-1 shift at Plant 6 and will be allowed a maximum of four (4) hours paid time per week for grievance investigation at Step 2 in accordance with the above principles. Such employee will refer grievances beyond Step 2 to the chairperson of the Shop Committee.

Monetary Adjustment Limitation

- 131 If any complaint or grievance settlement in Steps 1, 2, and 3 involves monetary adjustment, such adjustment shall be made effective on the date the complaint or grievance was presented to the supervisor at Step 1, provided that under no condition will such monetary adjustment be made retroactive for a period of:
1. more than five (5) working days from the date of settlement in Step 1,
 2. for more than ten (10) working days from the date of settlement in Step 2, or
 3. for more than fifteen (15) working days from the date of presentation of the written grievance by the Union to the Human Resource Department in Step 3, or for job-rating grievances, as provided in Paragraphs 151 or 153.
- 132 Any arbitration decision involving monetary payment will be governed by number 3. above.

At all steps of the grievance procedure, the parties agree to disclose all pertinent facts relied upon.

Arbitration

Selection of Arbitrator

- 133 Following a request for arbitration meeting the requirements of Paragraph 128 above, the Company and the Union shall jointly request the Federal Mediation and Conciliation Service to

submit a panel of seven (7) arbitrators. Each party shall have five (5) workdays to accept or reject the first panel submitted. The five (5) days may be extended by mutual agreement between the parties. If such panel is so rejected, the parties shall immediately request a new panel which must be used. Upon mutual acceptance of the first panel or receipt of a second panel, as the case may be, the Company and the Union shall alternately strike a name from the panel until a single name remains and that person shall be the arbitrator. The Union shall first cross out a name on the first arbitration under this Agreement and thereafter on the odd-numbered arbitrations. The Company shall first cross out a name on the second arbitration and thereafter on the even-numbered arbitrations.

Arbitration Arrangements

- 134 The arbitrator chosen shall be notified. The arbitrator will advise the parties of the fee in advance of the hearing. Expenses and charges by the arbitrator shall be borne equally by the Company and the Union.
- 135 A date mutually satisfactory to the parties shall be agreed upon and the dispute or grievance shall be submitted to the arbitrator. After all facts and testimonies have been presented by both parties, the arbitrator shall render the award by the agreed designated date.

General

- 136 A question raised by either party as to the arbitrability of a grievance shall be subject to arbitration. It is understood that any question involving general wage rates or the Company's labor grade structure shall not be subject to arbitration. The function of the arbitrator shall be of a judicial nature. The decision of the arbitrator will be final and binding upon the parties, but the arbitrator shall not have the power to add to, subtract from, or modify the terms of the Contract and shall decide only the issues properly before the arbitrator. An arbitrable grievance must involve a question of interpretation or

application of the terms of this Contract. The decision of the arbitrator will be complied with as soon as possible.

ARTICLE XII- UNION REPRESENTATIVES

General

- 137 The Union will inform the Company of the names of all Union officials including stewards. The Shop Committee authorized to bargain with the Company shall consist of no more than five (5) members. It is agreed that no employee will be discriminated against because of elected status in the Union.

Absence for Union Business

- 138 Regular members of the Union Executive Board and Shop Committee who are to be absent on legitimate business of the Union will be excused for such absence, providing advance notification is given to their supervisor or the Human Resource Department. Upon advance notice from a designated officer of the Union to the Company's Human Resource Department, other Union Officials/Representatives and employees other than Union representatives will be excused from work to perform legitimate Union business provided the number requested does not interfere with production requirements.

Procedure for Leaving the Department

- 139 None of the department stewards nor representatives of the Union shall leave their department until they have notified their supervisor.

ARTICLE XIII - LEAVE OF ABSENCE

General

- 140 All Leave of Absence must be approved by the Human Resource Department. It is understood that an employee shall not deliberately falsify reasons for requesting a leave.

- 141 The privilege of leave of absence, not to exceed sixty (60) days in a year, may be granted to an employee if the application for such leave of absence is approved by the Company and the Secretary/Treasurer of the Union prior to the time off requested. The Union will be notified of leaves approved by the Company. In case of sick leaves and emergencies, prior approval is not necessary.
- 142 Extension of a leave of absence may be granted by the Company and the Secretary/Treasurer of the Union for good cause shown.
- 143 Leave of absence not to exceed sixty (60) days in a year will be allowed for up to seventeen (17) employees total at any one time for personal reasons providing such leaves of absence are approved in advance of the requested time off by the Company and the Secretary/Treasurer of the Union.

Other Employment Prohibited

- 144 No employee will receive leave of absence for the purpose of trying another job.

Public Office or Union Position

- 145 Union Position: Notwithstanding the provisions of Paragraph 53, a leave of absence will be granted to an employee elected or appointed to a Union position with the Local Lodge, the IAMAW, or such other labor organization as the parties may mutually agree, upon proper application to the Company. Such leave shall be granted for a period of one (1) year, and will be extended from year to year, but only for the same purpose for which the leave was granted. Such employee shall continue to accrue seniority and service for the duration of the approved leave.

Public Office: Notwithstanding the provisions of Paragraph 53, an employee elected or appointed to public office may renew leave from year to year for a period equal to the employee's

total seniority with the Company, except that the employee will not accrue seniority or service beyond a period equal to one-half (½) of the total seniority when leave began.

Educational Leave – Veteran

- 146 Leave of absence up to eighteen (18) cumulative months of such leave will be granted upon request to a military service veteran for the purpose of furthering education providing the employee is eligible for such educational benefits under applicable law and has submitted proof of enrollment in an institution authorized to conduct such training. Such leave of absence may be extended at the discretion of the Company for a period of up to an additional eighteen (18) cumulative months of such leave subject to the above conditions.

Returning From Leave

- 147 An employee who returns to work within the leave of absence shall be reinstated according to position on the seniority list at the former rate of pay plus increases or minus decreases that may have become effective during the absence, provided the employee gives at least three (3) days notice of the intention to return.

Returning From Sick Leave

- 148 An employee who promptly presents, to the Human Resource Department, medical approval acceptable to the Company for return from sick leave to full-time work at full capacity, if warranted by the employee's seniority standing and qualifications, will be offered an assignment to return effective no later than the second regular working day following the date of such presentation of medical approval. Failure to meet such offer deadline will require the Company to pay the employee a sum equal to the current sickness and accident daily benefit rate for each regular working day following the date of presentation of such medical evidence and continuing until the date such offer of work is made available to the employee.

Physical Exam Requirement

- 149 When an employee who is on a leave of absence for medical reasons (nonindustrial) desires to return to work, the employee may be required to take and pass a physical examination to prove the employee capable of performing regular work or the equivalent thereof. If work is provided, it will be within the restrictions/limitations the employee has.

ARTICLE XIV – JOB RATING

- 150 The Job Rating Committee shall consist of three (3) members of the Union, and at least three (3) members of the Company. Continuity of experience in the job rating plan is intended so that proper administration of the plan will result. When a new job develops or the requirements of an old job change to change the job content, the job shall first be standardized as to methods of production, tooling and equipment, etc. Within thirty (30) calendar days after the job is standardized and is functioning satisfactorily as to quality and quantity, the Job Rating Committee will rate out the job. The Job Rating Committee will schedule its regular meeting dates in advance on a monthly frequency. Based on the number and urgency of pending ratings, the parties may schedule an interim meeting by mutual agreement.

Disagreement on Rating

- 151 In the event of a disagreement on the job content of a new job or job content change of an existing job at a regular meeting, a floor review, followed by a joint committee meeting, will be made within thirty (30) days of that regular meeting. The floor review will be made by one (1) committee member from the Union and one (1) member from the Company. Any grievance over a job rating to be considered timely must be filed in Step 3 of the grievance procedure by the Shop Committee within thirty (30) calendar days following the date of the meeting which

follows the above floor review. Any settlement in Step 3 will be effective on the date of the floor review, provided there is a grievance timely filed in Step 3.

However, where the Company-determined rating would result in a lower rating than the current rate carried by employees *regularly performing the work involved*, such Company-determined rating will not be placed in effect until it has been discussed at the second regular meeting.

The Shop Committee must then file a grievance at Step 3 within thirty (30) calendar days from the date such Company-determined rating was placed in effect and any settlement in Step 3 will be effective on the date the Company-determined rating was placed in effect.

Newly-Created Job

- 152 On a newly-created job, no permanent assignment will be made until thirty (30) days after the date of the Committee's rating or the date the Company-determined rate is put into effect, whichever is the earlier. If the employee performing the job has a higher rate than that put into effect, the employee may accept the lower rate or the job or, within the thirty (30) days, decide to return to the previous job. However, the Company may retain the employee on the new job at the employee's current rate for a period of time adequate for training a replacement.

Effective Date – Grievance

- 153 Where a job is re-rated and the rate is increased, an employee performing the job will receive the higher rate effective on the date of the floor review, provided a written grievance concerning the rating of the job was presented to the Human Resource Department and, provided the job cycle has been completed.

Over-Rates

- 154 Employees whose jobs are rated downwards will not be reduced in rate at the time of rating but will carry an over-rate

status by the amount the job is reduced. Over-rates will be eliminated or reduced by applying one-half (½) of any negotiated wage increase including improvement factors against the over-rate.

- 155 Any employee holding an over-rate who receives a permanent transfer to some other classification will lose the over-rate status.
- 156 Any employee permanently transferred to or given a rating in a classification which has over-rates attached to it will receive the rating for the job upon completion of the job cycle.

ARTICLE XV – VACATION

Vacation Periods

- 157 The vacation period will start on the Monday preceding the start of each of the following one (1)-year periods: March 15, 2001, to March 15, 2002; March 15, 2002, to March 15, 2003; and March 15, 2003, to March 15, 2004. Vacations are not cumulative from year to year. Vacations may not run consecutively from year to year more than once during the term of the Labor Agreement and then only if the employee qualifying for and requesting such consideration meets the scheduling requirements of Paragraph 164. With advance notice to the Company prior to the vacation sign-up deadline for the following vacation year, an employee may carryover one (1) full week (40 hours) of vacation from one year to be taken during the following year. At employee option, Accident and Sickness Benefits may be paid for in the same period as vacation.

Vacation Entitlement

- 158 Twelve months from the employee's hire date, the employee will be eligible for one (1) week (40 hours) of vacation, provided the employee has worked at least six (6) months during the

twelve (12) month period from hire date. In order to qualify for future vacation, employees must meet the requirements identified in Paragraph 159, 'Work Requirements'.

<u>Years of Service as of March 14</u>	<u>Vacation Entitlement</u>
1 but less than 2	40 hours
2 but less than 8	80 hours
8 but less than 10	100 hours
10 but less than 15	120 hours
15 but less than 18	140 hours
18 but less that 25	160 hours
25 but less than 30	200 hours
30 or more	240 hours

Vacation for employees hired on or after June 15, 1993 will be capped at four (4) weeks (160 hours).

Employees will be charged the number of hours paid for when taking vacation. Note that employees working the Capacity shift will be charged 6.67 hours of vacation for one half (1/2) day, 13.33 hours of vacation for one (1) day and forty (40) hours of vacation for one (1) week [three (3) days equals forty (40) hours vacation].

When an employee's anniversary date makes the employee eligible for a higher vacation entitlement, the employee may schedule such incremental entitlement following such anniversary date and prior to the next vacation period.

Work Requirements

- 159 In order that an employee can qualify for a vacation in the period from March 15 to March 15 in each of the vacation periods, an employee must have worked at least six (6) months during the previous vacation period. For the purpose only of calculating such work requirements, time lost from work due to

a compensable work-related injury during the vacation year in which the injury occurs, will be considered as time worked.

If Work Requirements Not Met

160

<u>Years of Service as of March 14</u>	<u>% of Straight-Time Earnings Between January 1 and the Sunday preceding December 15 of the Current Year</u>
Less than 2	2%
2 but less than 8	4%
8 but less than 10	5%
10 but less than 15	6%
15 but less than 18	7%
18 but less than 25	8%
25 but less than 30	10%
30 or more	12%

- 161 An employee who has worked for the Company less than one (1) year prior to each of the vacation periods is not entitled to a vacation, but receives a vacation check which is two percent (2%) of the employee's regular straight-time earnings from January 1 through the end of the payroll week preceding December 15 of the vacation period. New employees must be on the payroll prior to November 1 of the vacation period. Employees that receive vacation during a vacation period will not receive a percentage check. The Company will pay the percentage check in a pay period that will not coincide with shutdown.

Vacation Pay

- 162 Employees have the option of having their vacation paid in advance or having their vacation paid according to the work week. All vacation must be scheduled as identified in Paragraph 164.

Vacation pay will not be paid in advance unless requested by the employee as specified in the paragraph below. Paychecks may be mailed upon request.

Employees may choose to be paid prior to vacation of one-half (1/2) week (20 hours) or more, including consecutive single days equaling one-half week (20 hours) or more, for the appropriate number of hours to be taken at the employee's regular rate subject to the above requirements and appropriate advance scheduling. In order to receive vacation pay in advance of the vacation, the employee must: (1) schedule the vacation with their supervisor, and (2) submit a written request to Human Resources for advance payment. Notification must be received by the Human Resources Department before 9:00 a.m. of the second Thursday which precedes the week in which vacation is to be taken. It is the employee's responsibility to get the advanced vacation request directly to Human Resources within the time guidelines. Employees that opt to hand deliver their advance vacation request to Human Resources must do so outside of their scheduled shift.

Non-Entitlement

- 163 An employee who has been discharged prior to vacation entitlement (March 15) is not entitled to anything.

Vacation Scheduling Procedure

- 164 The procedure to be followed in scheduling vacations shall include the following:
1. The number of hours of vacation eligibility is determined for each department.
 2. Based on this number, the vacation quota(s) are established for the departments. The Company follows the policy of allowing the majority of vacation hours to be taken between the beginning of the vacation year and December 15.

3. During January of each year, employees are asked their vacation preference for the coming vacation year. The principle of seniority in asking vacation preference is followed within each department and shift, insofar as possible.
4. By February 1, the Company will notify the Union and announce to all employees when the vacation shutdown period or periods for the year will be. If more than one (1) shutdown period is scheduled during the vacation year, then one (1) vacation shutdown must be scheduled the week of July 4.
5. At Company option, operations may be shutdown for vacation for up to forty (40) hours of an employee's regular scheduled work shift each year, and during such shutdowns the vacation for eligible employees shall be considered to run concurrently. Exceptions for certain departments or individuals by reason of requirements of the business shall be at the Company's discretion. Employees on leave of absence, such as sick leave or workers compensation, are required to use vacation during scheduled shutdowns.
6. Employees scheduled to work during a shutdown period will be notified of this not later than 30 calendar days prior to the shutdown period. At the time of such notification, vacations for such employees will be scheduled.
7. *The Three Hour Rule applies to regular vacation. The submission of documentation to Human Resources is required as per the attendance policy. If an employee has excused time off during their shift, the employee is responsible for coming to work if three hours or more can be worked. If less than three hours can be worked the employee needs to communicate this when submitting their documentation to Human Resources.*

Note the three hour attendance guideline will apply for employees with less than a full days vacation left. As an example: (a) if an employee has two hours of vacation remaining, the employee is scheduled to work the remainder of their shift. All attendance policies/guidelines apply for employees taking off from work, (b) if an employee is assigned to a V-1 shift and has eight hours of vacation remaining and wants to take the remaining two hours off work, the three hour guideline stipulates that the time would be an excused absence provided the employee follows the attendance policy.

Employees entitled to vacation may take all of their vacation on a one-day-at-a-time basis.

1. Vacations must first be used during scheduled vacation shutdowns as described in number five (5) above.
2. Vacations on the last regular workday prior to and the first regular workday after a holiday(s) and the Friday prior to deer season cannot exceed the department established quota plus 50 percent (50%).
3. Requests for prescheduled vacations should be made as far in advance as possible. Such requests made after the start of the employee's unpaid lunch break of the previous day may not be considered. Additional vacation hours must be scheduled in advance and approved by the Company.
4. Employees entitled to eighty (80) hours or more vacation (not including Holiday/Vacation hours or vacation carryover hours) may apply their vacation as random full day vacation as identified in number five (5) below.
5. If an employee calls in on time, the employee may specify that they wish to apply that day as a random full day of vacation, to a maximum of:

Monday through Friday shifts: five (5) random, eight (8) hour day-at-a-time days vacation.

Variable shifts: four (4) random, ten (10) hour day-at-a-time days vacation.

Capacity shifts: three (3) random thirteen and three tenths (13.3334) hour day-at-a-time days vacation.

All employees will be charged the number of hours paid for when taking vacation. Reference Paragraph 164.

6. The use of day-at-a-time vacation cannot disrupt production operations.
7. Requests for day-at-a-time vacation are subject to the approval of the Company.

Employees entitled to eighty (80) hours or more vacation will be able to convert up to three (3) single days vacation into six (6) "pre-scheduled" half ($\frac{1}{2}$) day vacations. Requests for a half ($\frac{1}{2}$) day vacation should be made as far in advance as possible. Pre-scheduled is defined as being scheduled prior to the start of the employee's unpaid lunch break of the previous work day. Employees may not call in for a random half ($\frac{1}{2}$) day vacation.

1. All department vacation quotas remain in effect and the use of a half ($\frac{1}{2}$) day vacation cannot disrupt production operations. As in the past, supervision may deviate up or down from the vacation quota based on production needs.
 - (a) Half ($\frac{1}{2}$) day vacation scheduling will be recorded with the day-at-a-time vacation quota. Employees may pre-schedule the first or second half ($\frac{1}{2}$) of the shift as a half ($\frac{1}{2}$) day vacation. Two (2) employees may each pre-schedule a half ($\frac{1}{2}$) day vacation to equal one (1) full day per the department quota provided:

- (b) one half (1/2) day vacation is scheduled in the first half (1/2) of the shift ,and
- (c) the second half (1/2) day vacation is scheduled in the last half(1/2) of the shift.

Note that once a half (1/2) day vacation is scheduled, each day-at-a-time vacation quota opening is considered full unless another half (1/2) day vacation is scheduled for the other half (1/2) of the shift. Two (2) people in the same department or shift may sign up for the same half (1/2) day of that shift provided this does not result in exceeding the vacation quota and/or result in disruption to production.

1. Note that all Contract language remains in effect. All day-at-a-time vacation language will apply to the half (1/2) day vacation.
2. Shift hours refer to normal hours paid, thus the first half (1/2) of the shift is defined as the first four (4), five (5) or six (6) hours paid at the applicable rate, and the second half (1/2) of the shift is defined as the second four (4), five (5) or six (6) hours paid at the applicable rate. Based on when the unpaid lunch period is scheduled, such unpaid lunch periods must be included in the defined half of the shift when scheduling a half day vacation.

For example: an employee assigned to work a **Monday Through Friday first shift** (6:45 a.m. - 3:00 p.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (6:45 a.m. - 10:45 a.m.) or the second half (1/2) of the shift (10:45 a.m. - 3:00 p.m.).

An employee assigned to work a **Monday Through Friday second shift** (3:00 p.m. - 11:15 p.m.) may preschedule a half (1/2) day of vacation for the first half (1/2) of the shift

(3:00 p.m. – 7:00 p.m.) or the second half (1/2) of the shift (7:00 p.m. – 11:15 p.m.).

An employee assigned to work a **Monday Through Friday third shift** (11:00 p.m. – 7:15 a.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (11:00 p.m. – 3:00 a.m.) or the second half (1/2) of the shift (3:00 a.m. – 7:15 a.m.).

An employee assigned to work a **Monday Through Friday Mid-Shift** (9:45 a.m. – 6:00 p.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (9:45 a.m. – 2:00 p.m.) or the second half (1/2) of the shift (2:00 p.m. – 6:00 p.m.).

An employee assigned to work a **Variable V-1 shift** (5:45 a.m. – 4:00 p.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (5:45 a.m. – 10:45 a.m.) or the second half (1/2) of the shift (10:45 a.m. – 4:00 p.m.).

An employee assigned to work a **Variable V-2 shift** (4:00 p.m. – 2:15 a.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (4:00 p.m. – 9:00 p.m.) or the second half (1/2) of the shift (9:00 p.m. – 2:15 a.m.).

An employee assigned to work a **Capacity WE-1 shift** (5:45 a.m. – 6:00 p.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (5:45 a.m. – 11:45 a.m.) or the second half (1/2) of the shift (11:45 a.m. – 6:00 p.m.).

An employee assigned to work a **Capacity WE-2 shift** (5:45 p.m. – 6:00 a.m.) may preschedule a half (1/2) day vacation for the first half (1/2) of the shift (5:45 p.m. – 11:45 p.m.) or the second half (1/2) of the shift (11:45 p.m. – 6:00 a.m.).

Pay in Lieu of Vacation

- 165 An employee who retires will be entitled to pro-rata vacation pay based on the appropriate percentage for length of service for all regular straight-time earnings from the beginning of the vacation period until termination, if the employee satisfies the work requirements listed in Paragraph 159, and if the employee gives the Company at least five (5) working days notice of the intention to retire.

No payment in lieu of vacations will be made to any employee for a vacation not taken by the individual, unless the employee is eligible for a vacation in accordance with the above paragraphs but has not actually worked ten (10) months during the qualifying period. Upon an employee's death, the beneficiary, as shown in the Group Life Insurance Record, will be entitled to pro-rata vacation pay based on the appropriate percentage for the employee's length of service for all regular straight-time earnings from the beginning of the vacation period until the employee's death.

Return from Military Service

- 166 When an employee returns to work from a duty authorized leave of absence to the armed services, vacation rights will be determined as follows:

1. If the employee returns to work between March 15th and September 14th, inclusive, the employee shall be entitled to full vacation rights for the vacation period in which returned and must take vacation.
2. If the employee returns to work between September 15th and March 14th, inclusive, the employee shall be entitled to 2%, 4%, 5%, 6%, 7%, 8%, 10% or 12% of the regular straight-time hourly earnings between September 14th and up to the Monday preceding March 15th of the next vacation year in lieu of a vacation for the vacation year during which returned.

3. All time spent in the armed services which is supported by a duly authorized leave of absence shall be considered the same as work time for computing vacation rights for the vacation period which follows the vacation period during which the employees return to work.

ARTICLE XVI – WAGES

Starting Rate and Progression

- 167 The starting rate shall be in accordance with the Schedule E wage schedule. However, after consultation with the Shop Committee, the Company may employ applicants with significant experience at a rate higher than the starting rate within the established rate schedules. Upon attaining seniority, an employee shall receive a classified rate and be assigned a home department. Rate changes shall be effective on the Monday coincident with or next following the end of the work periods shown in the wage schedule.

Shift Premiums

- 168 Employees assigned to the **Monday Through Friday Schedule** working the second shift shall receive twenty-seven cents (\$0.27) per hour over the day shift and the third shift shall receive thirty-two cents (\$0.32) per hour over the day shift.

Employees assigned to the **Variable Output Schedule V-2** shift shall receive forty two cents (\$0.42) per hour over the Variable Output Schedule V-1 shift.

Employees assigned to the **Capacity Schedule WE-2** shift shall receive fifty cents (\$0.50) per hour over the Capacity Schedule WE-1 shift.

Employees assigned to the **Mid-Shift** shall receive twenty-seven (\$0.27) per hour for only the hours worked on the second shift (3:00 p.m. to 6:00 p.m.).

Wage Increases

169 It is agreed that classified job rates will be increased as shown in Schedules A, D & E.

Wage Protection

170

1. All employees covered by this Agreement shall be eligible to receive wage increases based on wage protection allowances on August 3, 2002 and August 2, 2003. The amount of the allowances, if any, shall be determined as provided below on the basis of changes in the "Consumer Price Index for Urban Wage Earners and Clerical Workers," published by the Bureau of Labor Statistics, U.S. Department of Labor (CPI-W; Base 1967 = 100), hereinafter referred to as CPI.
 - (a) The First CPI is that CPI for June, 2002, published July, 2002.
 - (b) The Second CPI is that CPI for June, 2003, published July, 2003.
 - (c) Effective August 3, 2002, the rates shown in Schedules A and E will be increased in the amount of one cent (1¢) per hour for each full two-tenths of one percent (0.2%) by which the First CPI exceeds 561.6. Any such increase shall be in addition to the negotiated increase shown in Schedules A and E effective August 3, 2002.
 - (d) Effective August 2, 2003, the rates shown in Schedules A and E will be increased in an amount equal to the sum of one cent (1¢) per hour for each full two-tenths of one percent (0.2%) by which the Second CPI exceeds 606.5, minus the increase paid under Paragraph c. above, if any. Any such increase paid under this Paragraph d. shall be in addition to the cents per hour

increase in rates shown in Schedules A and E effective August 2, 2003.

2. Rates shown in Schedules A and E of Article XVI are subject to increase by the amount of possible wage protection allowances under this section on August 3, 2002, and on August 2, 2003.
3. In no event will the application of this wage protection plan result in a decrease in hourly rates otherwise payable under this Agreement. The amount of any wage protection allowance shall be included in computing overtime premium, shift premium, holiday payments, call-in pay, vacation payments, and all other forms of pay.
4. No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the First or Second CPI on the basis of which the wage protection allowance calculation shall have been *determined*.
5. In the event that the Bureau of Labor Statistics (BLS) issues a new or revised CPI with either a conversion table, converted CPI or a conversion procedure by which the present formula can be made applicable to any change in said CPI, the Union and the Company agree to accept such conversion method. If no such conversion method is provided by the BLS following any revision of the CPI, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable cost-of-living adjustment.

Labor Grade Structure

- 171 Schedule A of the Labor Grade Structure is applicable to employees hired prior to June 15, 1993 and Schedule E of the Labor Grade Structure is applicable to employees hired after June 15, 1993.

Schedule A
WAGE SCHEDULE FOR EMPLOYEES HIRED BEFORE
June 15, 1993

	Effective 8/5/01		Effective 8/4/02		Effective 8/3/03	
	BASE	CENTS	BASE	CENTS	BASE	CENTS
L IV	18.57	0.65	19.07	0.50	19.37	0.30
L III	17.77	0.65	18.27	0.50	18.57	0.30
L II	17.33	0.65	17.83	0.50	18.13	0.30
L I	17.01	0.65	17.51	0.50	17.81	0.30
MT	16.67	0.65	17.17	0.50	17.47	0.30
T1	16.22	0.65	16.72	0.50	17.02	0.30
T2	15.79	0.65	16.29	0.50	16.59	0.30
T3	15.46	0.65	15.96	0.50	16.26	0.30
T4	15.17	0.65	15.67	0.50	15.97	0.30

Schedule D
WAGE SCHEDULE MAINTENANCE APPRENTICE & JOURNEYMAN
EFFECTIVE AUGUST 5, 2001

	Level I	Level II	Level III	Level IV
<i>Journeyman</i>	17.01	17.33	17.77	18.57
10th Period	None	None	17.42	17.97
9th Period	None	None	17.07	17.13
8th Period	16.40	16.70	16.46	16.79
7th Period	15.79	16.08	15.85	16.17
6th Period	15.17	15.45	15.23	15.54
5th Period	14.56	14.82	14.62	14.91
4th Period	13.95	14.20	14.01	14.29
3rd Period	13.34	13.57	13.40	13.66
2nd Period	12.73	12.94	12.79	13.03
1st Period	12.11	12.32	12.17	12.41

Each period in Schedule D is six (6) months duration of not less than 1,000 hours.

Schedule D
WAGE SCHEDULE MAINTENANCE APPRENTICE & JOURNEYMAN
EFFECTIVE AUGUST 4, 2002

	Level I	Level II	Level III	Level IV
Journeyman	17.51	17.83	18.27	19.07
10th Period	None	None	17.92	18.47
9th Period	None	None	17.57	17.63
8th Period	16.90	17.20	16.96	17.29
7th Period	16.29	16.58	16.35	16.67
6th Period	15.67	15.95	15.73	16.04
5th Period	15.06	15.32	15.12	15.41
4th Period	14.45	14.70	14.51	14.79
3rd Period	13.84	14.07	13.90	14.16
2nd Period	13.23	13.44	13.29	13.53
1st Period	12.61	12.82	12.67	12.91

Each period in Schedule D is six (6) months duration of not less than 1,000 hours.

Schedule D
WAGE SCHEDULE MAINTENANCE APPRENTICE & JOURNEYMAN
EFFECTIVE AUGUST 3, 2003

	Level I	Level II	Level III	Level IV
Journeyman	17.81	18.13	18.57	19.37
10th Period	None	None	18.22	18.77
9th Period	None	None	17.87	17.93
8th Period	17.20	17.50	17.26	17.59
7th Period	16.59	16.88	16.65	16.97
6th Period	15.97	16.25	16.03	16.34
5th Period	15.36	15.62	15.42	15.71
4th Period	14.75	15.00	14.81	15.09
3rd Period	14.14	14.37	14.20	14.46
2nd Period	13.53	13.74	13.59	13.83
1st Period	12.91	13.12	12.97	13.21

Each period in Schedule D is six (6) months duration of not less than 1,000 hours.

Schedule E
WAGE SCHEDULE EFFECTIVE AUGUST 5, 2001
FOR EMPLOYEES HIRED AFTER
June 15, 1993

LABOR GRADE	HIRE RATE	SENIORITY RATE	12-MONTH RATE	24-MONTH RATE	36-MONTH RATE	48-MONTH RATE	60-MONTH RATE
MT	13.44	14.44	14.94	15.44	15.94	16.44	16.67
T1	12.03	13.03	13.53	14.03	14.53	15.03	15.03
T2	10.97	11.97	12.47	12.97	13.47	13.47	13.47
T3	9.91	10.91	11.41	11.91	11.91	11.91	11.91
T4	9.35	10.35	10.35	10.35	10.35	10.35	10.35

Schedule E
WAGE SCHEDULE EFFECTIVE AUGUST 4, 2002
FOR EMPLOYEES HIRED AFTER
June 15, 1993

LABOR GRADE	HIRE RATE	SENIORITY RATE	12-MONTH RATE	24-MONTH RATE	36-MONTH RATE	48-MONTH RATE	60-MONTH RATE
MT	13.94	14.94	15.44	15.94	16.44	16.94	17.17
T1	12.53	13.53	14.03	14.53	15.03	15.53	15.53
T2	11.47	12.47	12.97	13.47	13.97	13.97	13.97
T3	10.41	11.41	11.91	12.41	12.41	12.41	12.41
T4	9.85	10.85	10.85	10.85	10.85	10.85	10.85

Schedule E
WAGE SCHEDULE EFFECTIVE AUGUST 3, 2003
FOR EMPLOYEES HIRED AFTER
June 15, 1993

06

LABOR GRADE	HIRE RATE	SENIORITY RATE	12-MONTH RATE	24-MONTH RATE	36-MONTH RATE	48-MONTH RATE	60-MONTH RATE
MT	14.24	15.24	15.74	16.24	16.74	17.24	17.47
T1	12.83	13.83	14.33	14.83	15.33	15.83	15.83
T2	11.77	12.77	13.27	13.77	14.27	14.27	14.27
T3	10.71	11.71	12.21	12.71	12.71	12.71	12.71
T4	10.15	11.15	11.15	11.15	11.15	11.15	11.15

- 172 *In-house candidates selected for an apprenticeship will continue to carry their current rate until such time as the appropriate progression schedule takes over.*

All six (6)-month advancements, whether part of the progression schedule or this provision, are contingent on the evaluations of supervision and the journeyman-instructor as reported to Joint Committee.

Upgrading

- 173 *The Company will continue to upgrade employees to higher skilled jobs where possible to do so. The fact that an employee is proficient on the job currently held, will not in itself be the cause to prevent the upgrading to a higher skilled job. Seniority will be a factor in making the selection.*

Requirements for Upgrade

- 174 *Upgrades, on or after June 15, 1993, for both current and future employees will be based on distribution percentages. The Company will manage the distribution of employees (see **Attachment B chart on page 102**) throughout the Labor Grade Structure based on need.*

Groupings, under the Job Restructuring Program, will continue to be used for the purpose of preparing an individual for upgrade when the need as identified by distribution arises. The use of "groupings" will no longer be the sole qualifier for an upgrade.

Employees who temporarily perform a stand-alone job, in a higher classification, will be compensated as outlined in Article VIII, Paragraph 74, of the current Labor Agreement. However, consistent with Demand Flow Technology principles, employees may be required to perform duties at adjacent work stations for short periods of time that may be in a higher or lower classification without having their rate of pay adjusted.

This principle of "one up, one down," is essential to Demand Flow.

The Company will establish the distribution percentages, including the current workforce, and will manage to that distribution. Operations will be responsible for establishing and managing distribution percentages. In addition, Operations will schedule a meeting to discuss the workforce distribution at least semi-annually with Union leadership. The minimum percentage for MT will not fall below ten percent (10%). The combined total for MT and T1 will not fall below 35 percent (35%).

LABOR GRADE GUIDELINES

GUIDELINES FOR ASSIGNING LABOR GRADES

1. Labor grade assignments will be based on need and managed to the distribution guidelines.
2. Employees who are temporarily assigned to a higher rated job will be covered under Paragraph 73 and 74 of the Labor Agreement.
3. Employees may be required to perform duties at adjacent work stations for short periods of time that may be in a higher or lower labor grade without having their labor grade or rate of pay adjusted.
4. Any employee who is assigned to a permanent stand alone job will be assigned the appropriate labor grade when qualified. If an employee is trained as a backup, the employee will receive the appropriate labor grade as outlined in Paragraph 74.
5. Employees assigned a stand alone or a seniority based grouping labor grade will retain the labor grade unless it is voluntarily forfeited by the employee as identified in the Labor Agreement.

6. *Groupings will be used for the purpose of preparing an individual for upgrade when the need, as identified by distribution, arises.*

GUIDELINES FOR UPGRADE

- 1) *All seniority grouping upgrades will be based on La Crosse wide seniority and distribution requirements, adjustments to seniority grouping upgrades will be discussed at least semi-annually. For all required seniority grouping upgrades, the first opportunity for upgrade will be afforded to the senior employee who is already qualified for the upgrade grouping. However, if there is a senior employee that only requires one more "T" qualification to attain the upgrade grouping qualification then the senior employee is afforded the upgrade opportunity.*

An example of a required MT seniority grouping Upgrade is as follows:

Step 1 The senior employee carrying a T1 or T2 labor grade who is already a qualified MT (7 x T2's) will be upgraded (an exception may exist based on Step 2-B). Refer to Attachment B chart on page 98.

Step 2

- A. If there is no qualified employee in the "A" category then the upgrade will be afforded to the senior employee who is a T2 with 6 x T2's (T1 grouping). Refer to Attachment B chart on page 98.*
- B. However, if the employee in the "B" category has more seniority than the employee in "A" and only requires one more "T" qualification to obtain a MT rating, then the senior employee*

is afforded the upgrade training opportunity.
Refer to Attachment B chart on page 98.

- C. Upon successful completion of the training, the employee will receive the appropriate back pay from the date the employee was *identified for the required grouping upgrade.*
- II) In work cells, employees are required to learn all jobs within their respective work cell before training on jobs outside of their work cell. Furthermore, employees in their work cell are afforded the opportunity to train on all jobs within the work cell before employees outside of the work cell are afforded the opportunity.
 - III) Employees have the responsibility to do all assigned work including training.
 - IV) Training does not have to be offered to an employee if the training is not a one step away upgrade. i.e. it is not required for a MT welder to be trained on a T1 job since it would not result in an upgrade.
 - V) Capability will continue to be a factor of consideration in filling a training need.
 - VI) On occasion, it may be necessary to train junior employees in order to free up senior employees for training. This will be done only if there is a written training plan and all employees involved are informed about the needed training.
 - VII) The extent of training in a department is based on the production needs and the practical ability to keep employees cross trained.

- VIII) Supervision will communicate the general plan for training to employees. Training is normally an ongoing process.
- IX) All applicable labor contract language is in effect.

Supplement to Upgrade and Training Guidelines

- No training for overtime
 - Upgrade – Labor Grade change (i.e., T3 to T2)
 - All employees will rotate in their assigned work cell.
 - Home department employees on the shift within the department will be given primary consideration for backup job training.
- A) For Standalone/workcell job training for backup operator MT & T1 unless entry level applies. Select back up person to be trained in the following order.
- 1st Criteria: Fill by qualification within classification. Balance for flexibility.
 - 2nd Criteria: Fill within classification without qualification. Balance for flexibility.
 - 3rd Criteria: Within department, assign junior qualified person if they are on a lower rated job.
 - 4th Criteria: Assign the junior person within the department.
- B) For Standalone/workcell job training for backup T2 & below unless entry level applies. Steward/Factory Unit Manager identify individuals for training. Balance for flexibility. Considerations:

- Seniority, number of jobs already trained for back up and one away from grouping upgrade. Steward/Factory Unit Manager judgement call.
 - Upgrade offered to home department employees in department (based on Guidelines). It is not required to train home department employees for a lateral labor grade job unless one away from upgrade; however, the Company is not excluded from selecting home department employees for a lateral move when it is deemed practical.
- A) For lateral moves within classification or outside of classification if qualified. Employees can be assigned to any job the employee is qualified to perform. Lateral moves are a normal occurrence if employees are qualified. If an employee is unqualified and requires training, the training selection guidelines apply.
 - B) For lateral moves for permanent jobs outside classification that requires training with volunteers. Applies only if there is a need to add people within a classification, but not add to department. Use training selection guidelines for picking the people to be trained.
 - C) A lateral move for permanent job outside of classification that no one volunteered for (could be lower rated job performed by a person that didn't give up their previous labor grade when the job was assigned.) Supervisor assigns junior person in department if department is not adding people in total. Posting applies if people are being added to department.
- Temporary employees may be assigned to temporary needs (jobs) based on skill.

-
- Temporary employees will be assigned when openings exist after home department employees are offered upgrade if a permanent need exists. This could be an assignment to stand alone or workcell job.
 - If temporary employee is assigned to a workcell, they could be trained on all jobs within the workcell ahead of other home department employees within the department.
 - Temporary employees may be trained in multiple jobs for flexibility; however, it is the Company's intent to invest training in home department employees ahead of temporary employees whenever practical.

ATTACHMENT B

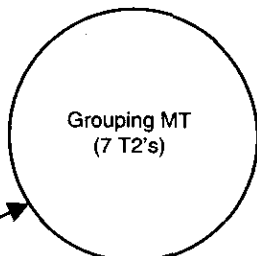
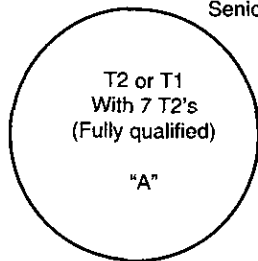
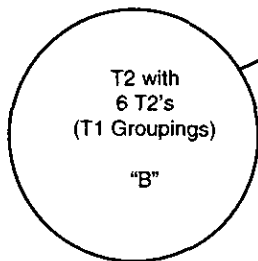
H.R. July 12, 1993

SENIORITY GROUPING UPGRADE

* If senior employee is only one "T" qualification away from a grouping upgrade, then the senior employee receives training and upgrade when training completed.

Upon successful completion of the training the employee will receive the appropriate back pay from the date the employee was identified for a seniority grouping upgrade.

* If seniority greater than "A" and requires only one more T2



Straight
Seniority

DISTRIBUTION GUIDELINES

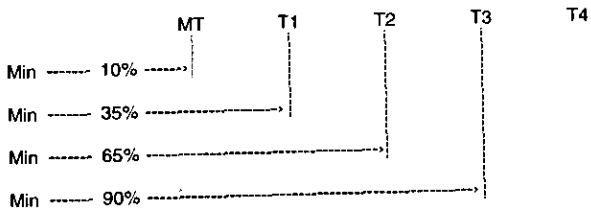
- 1) All employees with a seniority date will be slotted in the distribution.
- 2) Production needs will be based on the total number of home department employees.
- 3) The effective date for home department employees will be June 15, 1993.
- 4) Department seniority and qualifications will be the basis for filling the production needs.
- 5) Basis for qualifications is the overtime qualifications list.
- 6) Stand alone jobs will be as defined in the job rating document.
- 7) Distribution slotting beyond what is defined as stand alone production needs will be done by La Crosse Seniority and grouping qualifications.
- 8) Distribution will be reviewed and updated at the six (6) month reviews.

DISTRIBUTION GUIDELINES

DISTRIBUTION REQUIREMENTS:

- 1) Employee labor grades will be slotted into the distribution curve based on: MT 10 %, T1 25%, T2 30%, T3 25% and T4 10%.
- 2) The minimum percentage for MT will not fall below 10%.
- 3) The combined total for MT and T1 will not fall below 35%.

- 4) The combined total of MT, T1, and T2 will not fall below 65%.
- 5) The combined total of MT, T1, T2, and T3 will not fall below 90%.
- 6) Distribution percentages from seniority groupings in T2 and T3 may fluctuate below the minimum if MT and T1 percentages are above the minimum percentages.



EXAMPLE:

If we have more than 35% in combined MT and T1, it is possible to have less than 30% in T2 and still meet the terms of the distribution agreement.

DISTRIBUTION GUIDELINES

WORKCELL DEFINITION

- 1) A workcell is composed of a group of defined jobs which are performed by all employees assigned to the workcell based on a scheduled/required rotation.
- 2) When an employee is assigned to a workcell, the employee will be trained to operate all jobs in the workcell.
- 3) Training will typically start at the lowest level job in the workcell.

DISTRIBUTION GUIDELINES

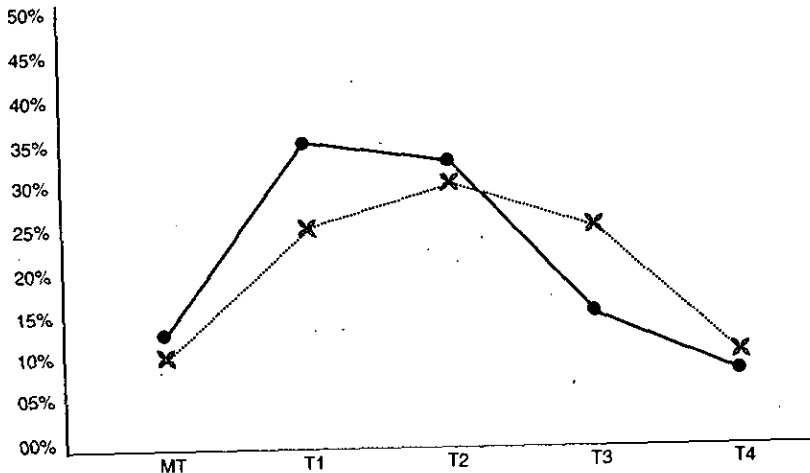
METHOD FOR SLOTTING OF EMPLOYEES IN LABOR GRADE DISTRIBUTION

DISTRIBUTION PROCEDURES:

- Step 1: Each employee will be reviewed and categorized based on the *highest stand alone job (labor grade)* the employee is qualified to perform within their work cell based on seniority, qualifications and need.
- Step 2: All employees will be assigned to their highest qualified stand alone labor grade within their work cell.
- Step 3: The distribution percentage will be calculated based on the *results from Step 2*.
- Step 4: If there are less than 10% MT and/or a 35% combined total for MT and T1 after Step 2 then some employees will be assigned the grouping labor grade to meet the minimum distribution of 10% MT and combined 35% for MT and T1. If these *minimum distribution* requirements have not been met after Step 2, employees will be reviewed in seniority order to meet the minimum distribution.
- Step 5: The distribution of employees will be reviewed at least semi annually with the union leadership.

Attachment B

102



PROPOSED
CURRENT
(7/2001)

MT 10%
MT 13%

T1 25%
T1 34%

T2 30%
T2 31%

T3 25%
T3 14%

T4 10%
T4 9%

ARTICLE XVII – POSTED VACANCIES

175

Internal Upgrades

- Use when no increased permanent employees are needed in the department.
- Use the seniority roster order as defined in the selection process below.

	MT or T1	T2 or T3 or T4
Order of selection process	1. Home Department Senior Employee Overtime qualified in highest rated job in workcell	Department Seniority
	2. Home Department <ul style="list-style-type: none"> • For MT: Use senior employee holding an OJT complete of a MT or T1 rated job within the classification • For T1: Use senior employee holding an OJT complete of a T1 or T2 rated job within the classification 	
	3. In Department Seniority employee	
Grandfather	According to the order above: <ul style="list-style-type: none"> • Ask by seniority until coming to a grandfather then; • Ask grandfather senior employee on shift in the classification, if chooses no then skip to next senior grandfather employee on shift in the classification until a grandfather employee accepts • If no grandfather employee on shift in the classification accepts then the junior grandfather employee on shift must accept job or lose grandfather rate. • If job not accepted, ask skipped employees by seniority. 	Grandfather – Same

Note: For internal upgrades backpay upon completion of training to Monday nearest identification date.

Job Postings – All La Crosse

Use when need to add permanent employees to the department

	MT or T1	T2 or T3 or T4 or Entry Level
Order of selection process	1. Home Department Senior Employee Overtime qualified in highest rated job in workcell	LAX Seniority
	2. Home Department <ul style="list-style-type: none"> ● For MT: Use senior employee holding an OJT complete of a MT or T1 rated job within the classification ● For T1: Use senior employee holding an OJT complete of a T1 or T2 rated job within the classification 	
	3. LAX senior employee holding an OJT complete in highest rated job in workcell	
	4. LAX <ul style="list-style-type: none"> ● For MT: Use senior employee holding an OJT complete of a MT or T1 rated job within the classification ● For T1: Use senior employee holding an OJT complete of a T1 or T2 rated job within the classification 	
	5. LAX Senior employee	
Grandfather	<p>For # 1 and #2: According to the order above</p> <ul style="list-style-type: none"> ● Ask by seniority until coming to a grandfather senior employee then; ● Ask grandfather senior employee on shift in the classification if chooses no then skip to next senior grandfather employee on shift in the classification until a grandfather employee accepts ● If no grandfather employee on shift in the classification accepts then the junior grandfather employee on shift must accept job or lose grandfather rate. ● If job not accepted, ask skipped employees by seniority. <p>For #3, #4, #5: NA</p>	NA

If Changing Departments

	MT or T1	T2 or T3 or T4 or Entry Level	
Move within	60 days from posting expiration	30 days from posting expiration	
Pay	Back pay upon completion of training and when permanent in department retroactive to Monday nearest 30 days after identification or when moved to department if sooner than 30 days	Back pay upon completion of training and when permanent in department retroactive to Monday nearest 15 days after identification or when moved to department if sooner than 15 days	
Withdrawal or removal	30 days	15 days	9-month bid restriction for withdrawal
<ul style="list-style-type: none"> • or in the case of maintenance and inspections departments 	up to a sixty (60) calendar day trial period	up to a sixty (60) calendar day trial period	
Extension	15 day	8 day	
<ul style="list-style-type: none"> • or in the case of maintenance and inspections departments 	30 day	30 day	

If in Department –

	MT or T1	T2 or T3 or T4 or Entry Level	
Pay	Backpay upon completion of training to Monday nearest identification date	Backpay upon completion of training to Monday nearest identification date	
Withdrawal or removal	30 days	15 days	9-month bid restriction for withdrawal
• or in the case of maintenance and inspections departments	up to a sixty (60) calendar day trial period	up to a sixty (60) calendar day trial period	
Extension	15 day	8 day	
• or in the case of maintenance and inspections departments	30 day	30 day	

All La Crosse Postings

- 1) Post **Workcell** listing the highest rated job's **labor grade and classification**.
- 2) Bid can be withdrawn up to expiration of the posting
- 3) If successful bidder withdraws from job then 9 month bid restriction applies.
- 4) Top bidder on multiple postings will be contacted for choice
- 5) Post MT/T1/T2 until no need. Post T3 twice and T4 once.
- 6) Post seven calendar days.
- 7) All days referenced are calendar days.

New Hires

It is understood that during periods in which weekly rapid hiring is required to meet production requirements resulting from customer needs, placement of new hires at T3 or T4 entry level may occur without bids. If the needs of the department are not met the company and union will meet to discuss cost effective methods, which will afford current employees opportunities to move into departments in which they are currently not assigned.

General

If an employee, after having received a posting, returns to their job (in or out of the posting department), a second employee from the original list of bidders may be selected to fill the vacancy.

If an employee is selected for a posted vacancy and reports to the posted job, and at the employee's own request subsequently turns down the posted job, bidding on another posting for a period of nine (9) months from the date of transfer to the posted vacancy shall be restricted.

When an employee fills a posted vacancy, that employee, or the Company, shall have up to fifteen (15) or thirty (30) calendar days (see chart), or in the case of maintenance and inspections departments, up to a sixty (60) calendar day trial period to determine:

- 1) If the employee's performance is acceptable in the new job. If not acceptable in the new job, the employee will be given written notice by the supervisor as to why the employee is not acceptable. This notice will be given prior to the employee leaving the department.
- 2) If the employee desires to remain in the new job, one (1) eight (8), fifteen (15) or thirty (30) calendar day extension (see chart) may be made at the request of the employee, the Union or the Company. When such a request is made,

the Union, the employee, and the supervisor will receive a written notification.

- 3) The employee's rate will not be lowered in the new department during the trial period plus any extensions, or in the case of the maintenance and inspection departments, sixty (60) calendar days plus any extensions.

ARTICLE XVIII – CHECK-OFF

- 176 Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay the initiation fee and regular monthly dues payable to the Union weekly or monthly provided for in said authorization. The amount will be certified by the Secretary/Treasurer of the Local Lodge.
- 177 Deductions shall be made on account of the initiation fee and regular monthly dues payable from the first paycheck of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the first paycheck of the employee after receipt of the authorization and weekly thereafter.
- 178 Deductions provided in Paragraphs 176 and 177 shall be remitted to the Secretary/Treasurer of the Union no later than the fifth (5th) day following the deduction and shall include all amounts due and those dues not deducted in the previous month or week. The Company shall furnish the Secretary/Treasurer of the Union, monthly or weekly, with an alphabetical record and number count of those for whom deductions have been made and the amounts of the deduction.

179 The parties agree that check-off authorizations shall be in the following form:

180 "Name of Employee _____ Dept. No. _____
Clock No. _____ Date _____

I hereby authorize and direct The Trane Company to deduct from my pay beginning with the current month, the initiation fee and regular monthly membership dues in La Crosse Trane Lodge No. 21, International Association of Machinists and Aerospace Workers.

I submit this authorization with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining Agreement between The Trane Company and La Crosse Trane Lodge No. 21 of the International Association of Machinists and Aerospace Workers, whichever occurs sooner.

This authorization shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above unless revoked by me within fifteen (15) days prior to the end of any such period. I shall also have the right to revoke this authorization at any time within a period of fifteen (15) days prior to the termination date of any collective bargaining Agreement between the Company and the Union if such termination shall occur within one (1) of the aforementioned yearly periods. Such revocation shall be effected by written notice, sent by Registered Mail, Return Receipt Requested, to the Company and the Union within such fifteen (15)-day period.

Signature _____".

181 The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action

taken or not taken by the Company in complying with the provisions of this Article, in reliance upon the Check-Off Authorizations which have been furnished it.

ARTICLE XIX
CLAUSES RELATING TO PENSION PLAN

Section 1: Duration of Pension Plan

- 182 1. Subject to the provisions of Section IV of this Article, the "Pension plan for La Crosse Hourly Rated Employees of The Trane Company" (the "Pension Plan") which was effective January 1, 1956, shall continue in full force and effect until August 7, 2004, and on a year-to-year basis thereafter unless either the Company or the Union serves upon the other a written notice of desire to negotiate with respect to a modification of the Plan; provided, however, that the Company may make such changes in the Pension Plan as, in the opinion of the Company, are required for compliance with the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rules and regulations promulgated thereunder (collectively called the "Act"), provided that if any such changes diminish benefits under the Pension Plan, the Company shall attempt to minimize such effect. No such notice shall be given later than sixty (60) days prior to August 7, 2004, or later than the expiration of the aforesaid yearly period thereafter. Any modification or change in the Pension Plan, except such as may be required to conform with the "Act" or Section 401(a) of the Internal Revenue Code of 1954, shall be prospective in its application and shall be made effective as of the September 1 next following the date on which agreement with respect to such modification or change is reached by the Company and the Union. At any time during the negotiations resulting from any such notice, either party may serve upon the other a written ninety (90) days, notice of desire to terminate, in which event the Pension Plan shall

terminate ninety (90) days after such termination notice shall have been served.

- 183 2. Neither the Company nor the Union, except under the condition specified in Paragraph 1 of this section, shall demand any change in the Pension Plan, nor shall either be requested to bargain with respect to any change in the Plan or shall any modification, alteration, or amendment of said Pension Plan be an objective of, or reason for, any strike or lockout, or other exercise of economic force or threat by either the Union or the Company.

Section II: Funding of Benefits

- 184 1. With respect to each calendar year during which this Pension Plan shall be in effect commencing with calendar year 2001 and ending with calendar year 2004, the Company will pay to the Trustee, an amount which in the opinion of the actuary then acting under the Pension Plan shall be sufficient to fund past service under said Plan on an actuarially sound basis; provided, however, that the amount of contribution to be made with respect to any such year shall be an amount not greater than the net profit for such year determined as if no contribution were to be made under the Plan with respect to such a year.
- 185 2. Notwithstanding the provisions of Paragraph 1 of this section, the Company will accrue and pay into the Trust Fund the amount needed to satisfy the funding standards under the "Act" as determined by the actuary.

Section III: Agreement Retirement Date

- 186 1. The normal retirement date of each employee will be the first day of the month coincident with or next following the date on which the 65th birthday is attained. An employee may continue in the employment of the Company after the normal retirement date. An employee who retires after the normal retirement date shall receive a retirement pension,

payable commencing at the actual retirement date for all accrued service at the benefit rate in effect at the date of the employee's retirement.

Section IV: Effective Date

- 187 The effective date of the amended Pension Plan shall be August 4, 2001, and the Plan shall continue without modification until August 7, 2004. Any modification agreed upon between the parties under Section 1, Paragraph 1, *resulting from negotiations commenced as a result of a notice given no later than sixty (60) days prior to August 7, 2004*, shall be effective August 7, 2004.

ARTICLE XX – INSURANCE BOOKLET

- 188 Details of the group insurance coverage effective August 4, 2001 are described in booklets issued to all covered employees.

Insurance Committee

- 189 The insurance committee shall consist of:
1. Three (3) representatives from Lodge No. 21 of the IAMAW,
 2. One representative from Lodge No. 1115 of the IAMAW,
 3. Three (3) representatives from The Trane Company.
- 190 The selection of such representatives shall be made by the designated organizations. All selectees shall act for the term of agreement unless replaced by those organizations designated above.

Duties of Insurance Committee

- 191 1. The insurance committee shall meet every three months and the agenda shall be established prior to the date of the

meeting. A representative of the insurance carrier shall be asked to attend at least two (2) meetings per year.

2. The insurance committee shall be authorized to review all financial aspects of the insurance plan and be furnished complete expenditure and benefit data.
3. Members of the insurance committee shall be authorized to inquire through the Human Resource Department on the status of any claim submitted by any member of the Union which they represent (Lodge 21 shall designate one (1) of its three [3] insurance representatives to handle such inquiries).

General

- 192
1. The group insurance coverage will terminate on August 7, 2004.
 2. There shall be no modification in the benefits provided under the insurance plans during the policy term except as negotiated as part of this Agreement; or as might be required by law. Any dividend paid on the 2001- 2004 insurance policy shall be paid in full to the Company.
 3. In the event the insurance carrier does not pay full benefit as prescribed in the master policy without justifiable reasons, The Trane Company shall further process the claim on behalf of the employee with the insurance carrier.

ARTICLE XXI – COMPANY-OWNED TOOLS

- 193
- In an effort to provide safer and more effective production equipment, The Trane Company and La Crosse Trane Lodge No. 21, IAMAW, do hereby agree to the following:

The Company shall loan to each employee, at no cost, a set of tools and tool container with lock (where needed) adequate for the proper and efficient performance of duties subject to the following conditions:

1. The Company shall determine what tools are required for each job, and shall list against each job the normal tools required for it. Any tools which are to be required at the worker's expense shall be listed accordingly.
2. The Company shall replace worn tools or tools which are broken through normal use at no cost to the worker.
3. The Company shall indelibly mark each tool and tool container so that it may be identified to the individual worker.
4. The Company shall, through its supervision, make such inspections of the tools and tool containers used by each worker as may be required. All inspections of the tools and tool containers shall be done in the presence of the employee to whom they are charged. No tool container shall be opened during the absence of the employee to whom they are charged. When inspection is being made in search of a missing tool, it shall be done in the presence of an authorized Union steward.
5. Each worker shall maintain a complete set of tools at all times and shall report any and all tools or tool containers missing, lost, or stolen from the set, to the supervisor, for replacement immediately.
6. Each worker shall reimburse the Company for replacement of Company tools or tool containers lost or stolen while charged to the employee. If payment is not made in cash to the crib clerk, the amount for which the worker is charged shall be deducted from the employee's paycheck. If the cost is more than three dollars (\$3.00), deduction can be

made from more than one paycheck. If the missing, lost or stolen tool is recovered in good condition, suitable adjustment shall be made to the worker. In the event that a tool box equipped with tools is missing, lost or stolen, the Company will be responsible for the cost of such equipped tool box.

7. A worker shall only use personally-owned tools when authorized by the supervisor.
 8. Any improperly identified tools found in a worker's possession shall be removed and placed in the tool crib.
 9. Any tools or tool containers with identification markings found in any improper area shall be returned to the worker to whom they are then charged.
- 194 Any employee leaving the employ of the Company shall satisfy the tool account before receiving final pay.

SAFETY CREED

"No one wants to make a product when part of its cost is an injury to an employee. No one wants to earn keep or wages when part of that earnings has resulted in misfortune to a fellow worker. No one wants to feel that carelessness has meant suffering or permanent injury to someone who is careful and who would be an innocent victim of such carelessness.

"We all want to feel that no action of ours has caused misfortune to others, that we individually have worked and planned to avoid accidents, and have a right to be proud of having prevented accidents. So let's be safe and work in the Committee or for the Committee to that end."

- - Reuben N. Trane

ARTICLE XXII – ACCIDENT PREVENTION

Safety Organization

- 195 The Safety Organization shall consist of the designated Company and Union representatives, and the President of the Local Lodge or appointed representative who shall participate equally in all decisions made by the Committee.

Function of Safety Organization

- 196 The function of the Safety Organization shall be to cooperate in reducing accidents by aiding the Safety Committee in:
1. Reporting of hazards and unsafe practices from respective departments.
 2. Bringing about the cooperation of all employees both Union and management to carry out the safety program.

Safety Problems

- 197 If a safety problem arises in the department, the steward will call it to the attention of the supervisor. If the problem is not solved promptly by the supervisor, the Safety Manager or Inspector shall be called in. Should the safety problem still not be solved within a reasonable period of time, the steward may call the Shop Committeeperson to investigate the problem. The Committeeperson may discuss the problem with the Production Manager. If the problem still exists, it shall be placed on the agenda of the next regular Safety Committee meeting. If the problem still exists following consideration by the Safety Committee, the Union may call in an outside expert to review the problem and discuss it with the Shop Committee and the Company with the objective of obtaining a mutually satisfactory solution.

Safety Committee

- 198 The duties of the Safety Committee shall be:

1. To meet at least once during the third full week of each month to act on recommendations of the Safety Organization.
2. To participate on inspection teams that will make monthly inspection tours of designated plants during the first full week of each month. There will be three (3) inspection teams, each consisting of two (2) Union members, one (1) member of Management and a member of the Safety Department. Each team will inspect designated plant areas and will rotate areas each four (4) months.
3. To investigate reports of hazards and unsafe practices and effect correction. Reports made by the inspection team and any other reports from the Safety Organization will be reviewed at the monthly safety meeting and any unsafe conditions or practices will be called to the attention of the supervisor of the department involved. Every reasonable effort will be made to have the unsafe condition or practice corrected promptly.
4. Upon the request of the Local Lodge President or designated representatives where evidence exists that a chemical or substance to which an employee is exposed in the workplace may be toxic and hazardous, the Company will provide the Union and the employee with the Company's safety data sheets or their equivalent, including information about any available remedies and antidotes for such materials.
5. In case of a serious injury to an employee, the department steward will be notified promptly so that the steward can investigate the accident.
6. In the event of a disagreement as to the liability of the Company in the case of an injury of an employee, the Safety Manager will, upon request, review the pertinent

facts of the case with the President of the Union. The Company agrees to pay for the time lost by the President from regular working hours for such review with the understanding that this privilege will not be abused. No such review will be made if the case is given to an attorney.

Safety Cooperation

- 199 The Safety Committee realizes that a safe plant is an efficient one and will devote its energies to this accomplishment. In order to carry out this program, the Safety Committee will need 100% cooperation of all employees of The Trane Company. The committee encourages the making of suggestions.

Selection of Committee

- 200 The supervisors and stewards will be chosen from the Organization and will serve for a period of two (2) years. Stewards selected will serve the full period whether or not they continue as stewards for the full term. A replacement who fills a vacancy shall serve out the balance of the predecessor's term and may serve the next full term, if selected.

Safety Code

- 201 1. All persons except those properly authorized are forbidden to work with or tamper with any electrical apparatus or equipment except in case of production work.
- 202 2. An employee must wear all safeguards such as goggles, respirators and protective covering as specified and furnished by the Company. An employee must also wear eye protection in accordance with the eye protection program.
- 203 3. An employee must not operate unfamiliar machinery or equipment without instruction; and no employee shall operate any machine out of the department without permission from the employee's supervisor.

- 204 4. The use of compressed air is limited to specific operations authorized by supervision and must be used with caution.
- 205 5. An employee must not use foot stools, boxes, trucks, skids, etc., in place of ladders or stile ladders.
- 206 6. An employee shall not work with defective hand tools. The Safety Department and supervision shall be able to condemn all unsafe tools.
- 207 7. The wearing of personal identification discs, bracelets, necklaces and neckties by employees engaged in production operations is prohibited. An employee will wear proper clothing and footwear, and shall keep cuffs on overalls, trousers, and jacket sleeves securely stitched to prevent catching on any projections, etc. Gloves shall not be worn in the plant except where specified.
- 208 8. An employee shall not coast on trucks; and no one but designated personnel will operate fork or tow trucks or similar material handling devices. No riders are permitted for any reason on such equipment.
- 209 9. Tools or material shall not be left on window sills, boxes, scaffolds, ladders or in any position where they may fall or be jarred from place; nor shall they be piled so there is danger of their falling or being knocked down.
- 210 10. Every employee must use guards or safety devices furnished by the Company, and must report any device out of order.
- 211 11. No employee shall remove, displace or damage any safety device or safeguard furnished and provided for use in any employment or place of employment, nor interfere in any way with the use thereof by any other person, nor shall any such employee interfere with the use of any method or process adopted for the protection of any employee in

such employment or place of employment or frequenter of such place of employment, nor fail or neglect to do every other thing reasonably necessary to protect the life, health, safety or welfare of such employees or frequenters.
(Extracted in part from the Wisconsin Industrial Commission statutes and provisions.)

Reporting Violations

- 212 The reporting of violations will be conducted in the following manner: the supervisor will make out violation forms in quadruplicate, retain one (1) copy and send three (3) copies to the Safety Manager's office. One (1) completed copy will be sent to the Union.

Penalties

- 213 Penalties for the above violations will be as follows:
- 214 1ST VIOLATION: Violator will be presented with a violation slip, and instructed in accident prevention and warned against future violations.
- 215 2ND VIOLATION: Violator will be presented with a violation slip and be suspended for a period of five (5) hours.
- 216 3RD VIOLATION: Violator will be presented with a violation slip and be suspended for a period of sixteen (16) hours.
- 217 4TH VIOLATION: Violator will be presented with a violation slip and will be suspended for a period of one (1) calendar week.
- 218 SUBSEQUENT VIOLATIONS: Violators shall be subject to further disciplinary action including discharge.
- 219 The above penalties are based on cumulative violations within any one (1)-year period.

General Safety Guides

- 220 1. Employees are not required or expected to take any risks from which they cannot protect themselves by care and judgment.
- 221 2. Employees are not to rely on the watchfulness of others, but must protect themselves when and where their own safety is involved.
- 222 3. In view of the possible effect on safety, no employee shall change any customary safety method of work without first consulting the supervisor.
- 223 4. Learn the location of fire extinguishers in the work area and be familiar with their use and purpose.

First Aid

- 224 Competent registered or licensed practical nurses are employed and their services are available to all Trane employees in both matters of injury and sickness. Trained first aid attendants will be provided at each major facility where nurses are not stationed. A list of authorized first aid attendants will be posted in a prominent place near each first aid office and will be revised as necessary, with a copy to the Union.

Reporting Injuries

- 225 An employee shall not fail to report an injury immediately to the supervisor no matter how small it may seem. In case the supervisor is out of the department, the injured employee shall report the injury to the department steward or designated employee.

First Aid Authorization

- 226 If it is necessary for an employee to go to the First Aid Room, the employee must immediately notify the supervisor or designated person. In case of an injury requiring emergency

attention, the employee should go to the First Aid Room immediately.

- 227 Medical attention for industrial injuries must be authorized by the Company prior to receiving attention, except in cases of emergency.

Eye Protection

- 228 In line with the Company's policy of providing the employee with a safe place in which to work, the Company will maintain a 100% comprehensive eye protection program. The type of eye protection that will be worn, depending on the job or operation, will be posted. The Company will provide such eye protection to all employees. In addition, the Company will provide an adequate supply of spectacle coverings for the purpose of protecting safety glasses from damage due to grinding, burnishing, arc welding, etc.

When Company Furnishes Prescription Glasses

- 229 In the event it is determined that an employee with seniority needs corrective lenses in safety glasses due to near/far vision problems, the employee will furnish a copy of the prescription and the Company will pay the cost of the glasses.
- 230 When it becomes necessary to replace prescription lenses after the first pair, because of a change in prescription needs, the employee will furnish a copy of the prescription and the Company will pay the cost of the lenses.
- 231 When it is necessary to replace an employee's prescription safety glasses because they are pitted to such an extent that they are no longer serviceable, the Company will pay for the cost of the new lenses if the employee has had the glasses for a period of more than two (2) years of working time. If the employee has had the glasses for less than two (2) years of working time, the Company will pay the cost of the new lenses unless there has been negligence on the part of the employee.

Damaged Glasses

- 232 Safety glasses damaged without the fault of the employee will be repaired or replaced at no cost to the employee; however, it will be the employee's responsibility to maintain the glasses in acceptable condition and to replace them if they are lost, or if they are damaged through misuse or improper care.

General

- 233 The Company will maintain adequate facilities for necessary minor adjustment and minor repair of safety glasses. In addition to medical department employees, first aid attendants will perform these functions.
- 234 All prescription safety glasses will be purchased through the Company (any exceptions must be approved by the Safety Department).

ARTICLE XXIII – MISCELLANEOUS

New Technology

- 235 The Company and the Union agree that it is to both their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and, thereby, provide economically secure jobs for its employees.

The Company further agrees to meet with the Union in order to evaluate the impact of technological changes on all employees. Where possible the Company will assist in reassigning employees in affected areas based on seniority and ability.

Non-Discrimination

- 236 The Company or the Union shall not discriminate against employees because of color, race, sex, religious affiliation, nationality, age, handicap or status as a disabled veteran or

any veteran status as prescribed by applicable state or federal law. Pronouns in the male gender appearing in this Agreement are intended to include the female gender.

Limitation on Supervision Doing Bargaining Unit Work

- 237 The policy of the Company is to have supervision perform supervisory work. Supervisors and other nonbargaining unit employees of the Company shall not perform the work of employees in the bargaining unit other than for instructive purposes, or in case of emergencies, and when attempting to eliminate trouble on a job when employees who can eliminate the trouble or handle the emergency are not readily available, but the work so performed shall not take away any work from any employee.

Notices to Employees

- 238 All notices to employees will be sent by mail to their address as it appears on the records of the Human Resource Department or if it is necessary that the telephone be used, the message will be given to the person answering at the number given by the employee as the one to use for that purpose.

Physical Exam at Company Request

- 239 An employee will take a physical examination at Company expense upon the request of the Company. Before an employee is sent for such physical examination, the Company will inform the Union and discuss the reasons for the physical examination. The time spent for such an examination will be paid at the rate of straight time. When requested, employees under temporary medical restrictions will be required to provide the Company with a medical update concerning such restrictions.

Wash Up Period

- 240 A three (3)-minute wash up period before the stopping signal will be granted for spray painters and helpers working in the

spray paint area, when employees are machining cast iron dry, and employees subject to graphite soiling.

Plant Protection

- 241 Plant Protection Regulations must be observed. These may include the wearing of a Plant Identification Badge at chest height and in full view.

Posted Union Notices

- 242 Lodge 21 will submit to the Company all proposed notices prior to posting on Company premises with the exception of Union Elections, Union Election Results, Union Regular and Union Special Meeting notices. Regular and Special Union Meeting notices will be forwarded to the Human Resources Department.

Educational Aid

- 243 An educational aid program will be made available to members of the bargaining unit upon gaining seniority.

Out of Town Assignments

- 244 The Company will inform the chairperson of the Shop Committee when members of the bargaining unit have been sent on assignments outside La Crosse. Compensation while on such assignments will be based on the applicable provisions of the Fair Labor Standard Act and Trane Company Travel Policy.
- 245 The Trane Company Travel Policy presently provides that an employee traveling on Company business outside La Crosse will receive an additional 20 percent (20%) (or more for certain international trips) added to the employee's earnings applicable to paid travel time and work performed on the trip with the exception of authorized time off before and/or after a trip, travel for purposes of the employee's own training, and any trip completed within one (1) day.

Employees are considered first shift employees for purposes of determining normal working and sleeping hours while traveling. Travel, including time outside normal working hours, will be compensated according to the Trane Company Travel Policy.

Experimental Department

- 246 It is agreed that the Memo of Understanding dated May 22, 1958, with reference to the Experimental Department remains in effect.

MEMO OF UNDERSTANDING

The experimental department (367) is responsible for building sample, test and experimental units. These units are used for the most part as a means of obtaining production orders for the units from customers or potential customers. The customer may subject a group of experimental units to severe tests, some of which are destructive in that they exceed by far the specifications necessary. If the customer's specifications are met, the Trane Company usually receives confirmation on a quantity order for the units involved. Once such an order is received, the company takes steps to obtain the necessary tooling to produce the units on a production basis. In general, it is not the purpose of the experimental department to manufacture units on a production quantity basis.

In view of the problem arising out of the carrying on of Experimental Department work in Plant 3, the Company has decided to move Dept. 367 facilities and personnel to the Engineering Laboratory. This problem arose because these men have been physically located in a factory building.

The parties agree this transfer means that the personnel involved are outside of the Company's factory employee group and therefore outside of the Union's jurisdiction. The transfer will be made on or before June 15, 1958.

it is understood that Experimental Department personnel may be required to *coordinate the work between Experimental and Production and to instruct factory employees when necessary as is now being done.* However, it is not intended that such personnel act in a direct supervisory capacity over hourly employees.

The union further agrees that their grievance dated February 18, 1958 on this problem is settled.

Reference is made to the signed minutes of the meetings between the Company and the Union on April 9, 1958, April 24, 1958 and May 5, 1958 in which questions relating to this matter are covered.

FEDERAL LABOR UNION 18558 THE TRANE COMPANY

SUPPLEMENTAL AGREEMENT
EXPERIMENTAL DEPARTMENT

The experimental department (367) is responsible for building sample, test and experimental units. These units are used for the most part as a means of obtaining production orders for the units from customers or potential customers. *The customer may subject a group of experimental units to severe tests, some of which are destructive in that they exceed by far the specifications necessary.* If the customers' specifications are met, The Trane Company usually receives confirmation on a quantity order for the units involved. *Once such an order is received, the Company takes steps to obtain the necessary tooling to produce the units on a production basis.* (In general, it is not the purpose of the experimental department to *manufacture units on a production quantity basis.*

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The Union further agrees that their grievance dated February 18, 1958 on this problem is settled.

Reference is made to the signed minutes of the meetings between the Company and the Union on April 9, 1958, April 24, 1958 and May 5, 1958 in which questions relating to this matter are covered.

Dated this 22nd day of May, 1958.

ARTICLE XXIV – STRIKES AND LOCKOUTS

No Strike - No Lockout

- 247 Since the procedures herein provide a means of peaceable *settlement of all differences, disputes, complaints and grievances* that may arise between them, it is agreed that the Union shall not authorize, encourage, or participate in any

strike or slowdown, and the Company agrees that there shall be no lockouts.

Violation of Clause

- 248 In the event of an illegal, unauthorized or uncondoned strike, sitdown, slowdown or interference with the operation by an employee or employees in violation of this Agreement, the Union will undertake all reasonable means at its disposal to terminate such action. Employees who participate in or are responsible for such violation may be disciplined or discharged, and such discipline or discharge shall be subject to the grievance procedure except as to employees who do not terminate the violation promptly. The question of whether an employee participated in or had any responsibility for such violation shall in every case be subject to the grievance procedure. In the event that the Union, using immediate action, is unable to induce the employee or employees to terminate such unauthorized action, the Company will not hold the local Union or its officers or the International Union or its officers financially responsible therefor.

ARTICLE XXV
DEMAND FLOW TECHNOLOGY

- 249 The Union and Company agree to use their best efforts to work cooperatively to implement Demand Flow Technology throughout La Crosse operations. Demand Flow Technology is a prerequisite for consideration of manufacturing in La Crosse, and by doing so makes La Crosse more cost-competitive in our industry.

ARTICLE XXVI – 1993 AMENDMENT*

*** (Note that all articles and paragraph numbers referenced in the 1993 Amendment are based on the 1991 – 1995 Agreement.)**

250 Over the past several months Company and Union representatives have met to discuss the future of Trane's La Crosse manufacturing operations. *These joint discussions covered the multifaceted cost disadvantages facing La Crosse of which La Crosse's high labor rates were identified as a major cost factor that could work against the La Crosse Business Unit when making future investment decisions.*

The objective for both parties was to control future labor costs thereby insuring that meaningful consideration for future investments of redesigned products (*Commercial Scroll and Absorption Water Chillers*) was given to La Crosse while maintaining the base wages of the current workforce through grandfathering.

It is understood between the parties that should the Company not make the decision to invest in the above referenced redesigned products for La Crosse production by June 15th of 1993, this Amendment in its entirety becomes null and void.

The purpose of this document is to provide a comprehensive outline of the proposed Amendment to the current labor Agreement as well as noncontractual commitments and agreements on various issues of discussion, as featured below and supplemented by Attachments A, B and C.

Demand Flow Technology

American Standard Inc., and all of its facilities and manufacturing locations are converting to Demand Flow Manufacturing Technology which is intended to eliminate nonvalue-added activities: Cooperation with Demand Flow Technology is a prerequisite for consideration of manufacturing

the redesigned products in La Crosse, and by doing so makes La Crosse more cost-competitive in our industry.

The Union and Company agree to use their best efforts to work cooperatively to implement Demand Flow Technology throughout the La Crosse Business Unit.

New Wage Schedule

A new wage schedule will be added to the Labor Grade Structure, Schedule E (see Attachment A and A-1) and is applicable only to individuals hired (or rehired) on or after June 15, 1993. This does not affect current employees who may be laid off with recall rights. Wage protection provisions based on changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers, as outline in the current Labor Agreement, Article XVI, Paragraph 169, will apply to all wage schedules. Future changes to the Wage Protection provisions beyond the current Labor Agreement will be subject to future labor contract negotiations.

Trainee Rates

Trainee rates, as outlined in Schedules I, II and III of the current Labor Agreement will not apply to employees hired on or after June 15, 1993 under Schedule E. Such employees will fall under Schedule E of this Amendment.

Probationary Period

Individuals hired on or after June 15, 1993, must complete a probationary period as outlined in Article VIII, Paragraph 53, of the current Labor Agreement. Upon successful completion of one's probationary period individuals will receive \$1.00 per hour increase under Schedule E. The day following the end of an individual's probationary period will establish the seniority date.

Time Progression

Time progressions in grade where applicable under Schedule E will continue to be based on "of working time" the same as it is

for individuals hired prior to June 15, 1993. Time progression increases will be one (1) year "of working time" from one's seniority date allowing for adjustments outside "of working time," i.e., layoff, long leave, and leave of absence. Single day(s) of leave of absence will not cause adjustments towards time progressions.

The Company is implementing a new time and attendance recordkeeping system which will aid in the tracking "of time worked," as well as provide timely response to requests for certain types of personnel information.

The Company will provide the Union Office with two (2) terminals and one (1) printer so direct viewing can be made by the Shop Committee of non-confidential hourly employee information, i.e., vacation, absentee records, training records, etc.

Upgrades Between Levels

Upgrades (pay) for individuals hired on or after June 15, 1993, under Schedule E will be based on time in grade. The following examples illustrate how upgrades between levels would work:

First illustration: an individual who has been employed for three (3) years and is at an FT2 36-month progression rate and is upgraded, based on need, to an FT1 will receive the 36-month progression rate for an FT1.

Second illustration: an individual who has been employed for five (5) years and is at an FT2 60-month progression rate and based on need qualifies for an upgrade to FMT will receive the 60-month progression rate for an FMT.

Requirements for Upgrade

Upgrades, on or after June 15, 1993, for both current and future employees will be based on distribution percentages. The Company will manage the distribution of employees (see

Attachment B) throughout the Labor Grade Structure based on need.

Groupings, under the Job Restructuring Program, will continue to be used for the purpose of preparing an individual for upgrade when the need as identified by distribution arises. The use of "groupings" will no longer be the sole qualifier for an upgrade.

Employees who temporarily perform a stand-alone job, in a higher classification, will be compensated as outlined in Article VIII, Paragraph 75, of the current Labor Agreement. However, consistent with Demand Flow Technology principles, employees may be required to perform duties at adjacent work stations for short periods of time that may be in a higher or lower classification without having their rate of pay adjusted. This principle of "one up, one down," is essential to Demand Flow.

The Company will establish the distribution percentages, including the current workforce, and will manage to that distribution. Operations will be responsible for establishing and managing distribution percentages. In addition, Operations will schedule a meeting to discuss the workforce distribution at least semi-annually with Union leadership. The minimum percentage for FMT will not fall below ten percent (10%). The combined total for FMT and FT1 will not fall below 35 percent (35%).

Seniority within a department will be used to fill upgrade needs in grades FT2 and below. Upgrades based on need in FT1 and FMT will be filled by classification (welding, machinist, machine operations, assembly, factory services) and seniority within the department, i.e., an upgrade to an FMT welder will be filled by the senior qualified person already in the welding classification. An exception may exist when the entry-level position within a department is above an FT2. In such cases, seniority will be used to fill the upgrade.

Vacation

Vacation for hourly employees hired on or after June 15, 1993, will be capped at four (4) weeks (see Attachment C). All other provisions of Article XVI - VACATION remain unchanged.

Vacation entitlement, for current employees, will remain unchanged for the life of the Contract, subject to future labor contract negotiations.

Wage Increase

The Union agrees to forego the 1993 negotiated general wage increase of 30¢ per hour. The 1994 negotiated general increase of 35¢ per hour will apply to all wage schedules.

State Funding

The Company and Union will work together in an effort to secure State funding assistance for capital purchases and/or leasing of capital equipment and expense needs. Specific needs will include: capital financing and/or leasing of capital equipment for Scroll Compressors and Absorption Water Chillers, and grants for the relocation of Plant 6 Compressor Operations and training for people on new jobs.

The Company and Union have discussed the future of work considered for placement in La Crosse as a result of the Company receiving State Funding assistance and the implementation of this Amendment.

The Company and the Union agree that the Company's obligations with respect to the ongoing continuation of work placed in La Crosse, as a result of the Amendment, is limited to those conditions as required by the State to secure the funding assistance. As previously stated, this Amendment in its entirety becomes null and void if the Company does not make the decision to invest in the redesigned products for La Crosse by June 15, 1993, regardless of the source of funding.

Grandfathering

The intent of grandfathering, as outlined under Security of Amendment, is to maintain the current base wage rate for all hourly employees hired prior to June 15, 1993. All employees will be assigned their appropriate job classification (labor grade) based on the agreed distribution guidelines and percentages per Attachment B.

Grandfathered employees will maintain their current base wage rate unless they voluntarily choose to forfeit their grandfather protection. Examples of voluntary forfeiture of one's grandfathered rate would be if an employee refuses training for an upgrade on the shift, bids on a posted lower-rated job, accepts a request for transfer to a lower-rated job, bumps to a lower-rated job, or chooses a lower labor grade when offered a choice between two (2) or more levels.

Employees must continue to qualify to receive "premiums".

Paragraphs 73 and 76 of the current Labor Agreement will apply to employees who forfeit their grandfathered rate, as well as to all employees hired after June 15, 1993.

Security of Amendment

The intent of this Agreement is to grandfather current employees with regard to current wage rate and establish a new wage structure that, in time, will lower the cost structure within the La Crosse manufacturing operation.

To that end, upward adjustments in wages for the grandfathered wage schedules and the new wage structure (Schedule E) will be subject to future labor contract negotiations with the following two (2) qualifications:

1. From the effective date of the Amendment, the Company will not ask for any downward adjustments to any

grandfathered wage schedule or labor grade of the current Labor Agreement for the next ten (10) years.

2. From the effective date of this Amendment, the Union will not ask for any changes to the intent of the new wage and labor grade structure for the next ten (10) years.

Attachment A

Schedule E

WAGE SCHEDULE EFFECTIVE JUNE 15, 1993
FOR EMPLOYEES HIRED AFTER
JUNE 15, 1993

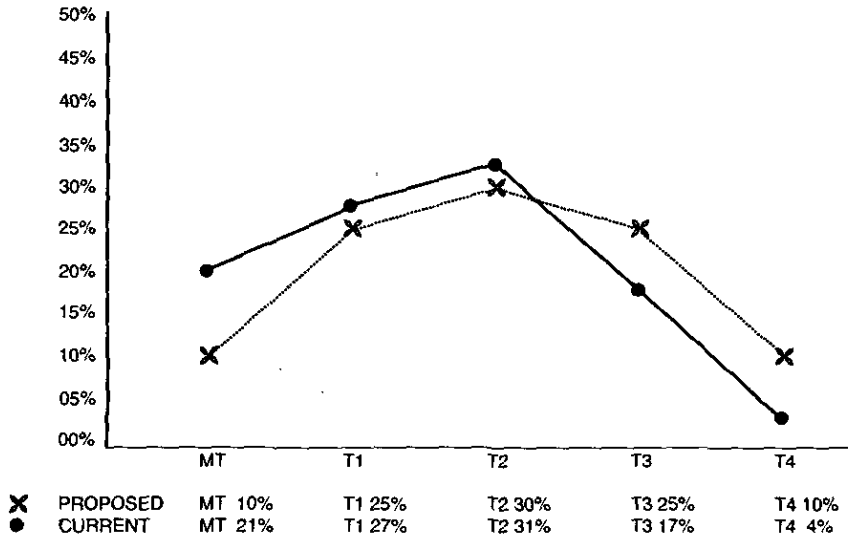
LABOR GRADE	HIRE RATE	SENIORITY RATE	12-MONTH RATE	24-MONTH RATE	36-MONTH RATE	48-MONTH RATE	60-MONTH RATE
FMT	\$9.85	\$10.85	\$11.35	\$11.85	\$12.35	\$12.85	\$13.33
FT1	8.50	9.50	10.00	10.50	11.00	11.50	11.50
FT2	7.50	8.50	9.00	9.50	10.00	10.00	10.00
FT3	6.50	7.50	8.00	8.50	8.50	8.50	8.50
FT4	6.00	7.00	7.00	7.00	7.00	7.00	7.00

Schedule E

WAGE SCHEDULE EFFECTIVE SEPTEMBER 24, 1994
 FOR EMPLOYEES HIRED AFTER
 JUNE 15, 1993

LABOR GRADE	HIRE RATE	SENIORITY RATE	12-MONTH RATE	24-MONTH RATE	36-MONTH RATE	48-MONTH RATE	60-MONTH RATE
FMT	\$10.20	\$11.20	\$11.70	\$12.20	\$12.70	\$13.20	\$13.68
FT1	8.85	9.85	10.35	10.85	11.35	11.85	11.85
FT2	7.85	8.85	9.35	9.85	10.35	10.35	10.35
FT3	6.85	7.85	8.35	8.85	8.85	8.85	8.85
FT4	6.35	7.35	7.35	7.35	7.35	7.35	7.35

Attachment B



Attachment C

VACATION ENTITLEMENT
FOR EMPLOYEES HIRED AFTER
JUNE 15, 1993

Years of Service	Vacation Entitlement
As of March 14	
1 but less than 3	1 week off with pay
3 but less than 8	2 weeks off with pay
8 but less than 10	2½ weeks off with pay
10 but less than 15	3 weeks off with pay
15 but less than 18	3½ weeks off with pay
18 or more	4 weeks off with pay

(Note: This is a historic vacation entitlement document)

Dated this 14th day of July, 1993.

COMPANY

/s/ David H. Eber
/s/ Jerry Arndt
/s/ Gary R. Schmuck
/s/ Steve Jensen

UNION

/s/ Dan Mihalovic
/s/ Jon J. Netzer
/s/ Dirk Olson
/s/ Tom O'Heron
/s/ Butch Zabel
/s/ Bob Nontelle

ARTICLE XXVII
DURATION OF AGREEMENT

- 251 This Agreement shall be in effect until 11:59 p.m. on August 7, 2004, and shall automatically be renewed for each succeeding year unless notice is given in writing by either party sixty (60) days before expiration of this Agreement to change part or the whole of this Agreement. In the event that negotiations for the succeeding contract run past August 7, 2004, this Contract shall apply while negotiations are continuing and/or the negotiations are completed. This paragraph, however, will not prevent a strike or lockout after August 7, 2004, but in the event of such a strike or lockout, the provisions of the contract shall no longer apply, notwithstanding any other provision of this paragraph.
- 252 No other agreement can modify the terms of this Contract unless entered into as a written amendment or supplement thereto.

The Company and Union Bargaining Committee can mutually agree to special conditions that will facilitate new processes, products or special situations.

- 253 It is understood that if any of the above articles or article or parts thereof, are in conflict with federal or state rulings, laws,

or executive orders, such federal or state rulings, laws or executive orders shall apply.

Dated this 4th day of August, 2001.

THE TRANE COMPANY
LA CROSSE
MANUFACTURING
DIVISION

/s/ Dick Karcher
/s/ Gerald Arndt
/s/ Sherri Everson
/s/ John Hickey
/s/ Steve Jensen
/s/ John Netzer
/s/ Gary Schmuck

LA CROSSE TRANE
LODGE NO. 21,
DISTRICT 66,
INTERNATIONAL
ASSOCIATION OF
MACHINISTS AND
AEROSPACE
WORKERS, AFL-CIO

/s/ Thomas O'Heron
/s/ Russ Hembd
/s/ Rick Mickschl
/s/ Brad Clark
/s/ John Greening
/s/ Mike Osley

ATTENDANCE POLICY GUIDELINES UPDATE AND RELATED POLICIES & PROCEDURES

Please note, when the Company considers excusing absences/tardiness, which are not defined as "excusable absences", under the Labor Agreement's Attendance Policy, the Company and the Union jointly agree the absences/tardiness are *considered on a case by case basis*, and if excused, are excused on a non-precedent setting basis. The employee's attendance record is included in the consideration process.

- 1) **All employees must notify the Company** when they are going to be either absent or tardy. Notification must be made prior to the start of the shift by calling the Employee Absence Reporting System (EARS), using a touch-tone phone, on (608) 787-2142. Please note that **all absences and tardiness must be reported on EARS even if employees notify other Company representatives about either their absences or tardiness.** **ALL CALLS MUST BE COMPLETED AND SAVED PER THE PROCEDURE.** Employee must stay on the line until the system says the call has been saved. If you do not have a touch-tone phone, call (608) 787-4882 to report either your absence or tardy. **Note**, only the current day and next day can be reported. Employees should also inform their Supervisor ahead of time whenever they know they will be either absent or tardy. If an employee does not give notification prior to the start of their shift, then the absence is an unexcused "no report". If an employee is going to be tardy, notification must be made prior to the start of the shift on EARS, otherwise it is an unexcused "no report".

Emergency situations will be handled on a case by case, non-precedent setting basis.

Employees that are going to be absent from work for one workweek (seven calendar days) or less may schedule the time

away from work with Human Resources by going on an approved leave of absence. In such cases, employees are required to: (a) schedule a time to meet, outside of the employee's shift, where practicable, on their own time, with a Human Resources Representative, (b) submit documentation acceptable to the Company in advance of the absence to Human Resources, and (c) receive approval by a Human Resources Representative to be away from work. Upon receiving advanced approval from a Human Resource Representative, daily absence reporting is not required.

All work related absences must be reported and handled in accordance with the Attendance Policy.

Employees must go on a leave of absence after missing in excess of one (1) workweek. Once an employee is on an approved leave of absence, through Human Resources, then the daily reporting is not required. Also, employees returning to work from a medical leave of absence, or a leave that does not have a predetermined return date, must first come to Human Resources with the return to work authorization/documentation before returning to their job.

- 2) **It is the employee's responsibility to provide the Company acceptable documentation** to be considered for excused time away from work. Employees have five working days, of their work schedule, beginning the date of their return to work to provide documentation to cover the absence/tardy. **If the absence is for an entire shift, then the documentation must indicate that the employee be excused for the entire shift.** For example, if an employee has a doctor's appointment, the employee would not normally be excused for the entire shift unless the doctor's slip identifies that the employee is medically unable to work and should be excused for the entire shift. Whenever possible, personal appointments should be made during off shift times.

It is the employee's responsibility to get the documentation directly to Human Resource's (Building 13-1) 1700 Horton St. La Crosse, WI 54601 or other address as communicated, within the time guidelines. There are two locked boxes located by Human Resources for drop off. One is at the H.R. window and the other is outside at the East entrance to Building 13-1. All deliveries are to be done on the employee's own time.

"Original" documentation is required to be submitted to Human Resources, not copies of the original.

- 3) **Employees are required to see the doctor on the first day of the illness to be excused. The three (3) exceptions are:**
- A) For consecutive days of illness, if an employee cannot see the doctor on the first day due to the illness and sees the doctor on the second day, then it is excused if acceptable documentation is provided per the guidelines. **In these cases the doctor must specifically identify that due to medical reasons, the employee was unable to work and missed the first day due to illness.**
 - B) If an employee cannot see the doctor on the first day due to the illness and is not sick the second day, and, the employee sees the doctor on the second day, the previous sick day may be excused if acceptable documentation is provided per the guidelines. **Also, in these cases, the doctor must specifically identify that due to medical reasons the employee was unable to work and missed the first day due to the illness.** The employee must see the doctor on the second day on their own time.
 - C) If an employee is sick the last day of their work schedule, and is too sick to see the doctor on that day, the employee may see the doctor the following day providing acceptable documentation is provided per the guidelines. **Also in these cases, the doctor must specifically identify that**

due to medical reasons the employee was unable to work the previous day due to the illness. The employee must see the doctor on their own time.

Employees should schedule medical appointments during off shift times or at the start or the end of their shifts whenever possible.

- 4) **It is the employee's responsibility to be at work in time to clock in** and to be on their job and ready to begin work at the start of the shift. Furthermore, it is the employee's responsibility to work up to the end of their shift and clock out as soon as possible after their shift ends. If an employee plans on leaving work, it is the employee's responsibility to obtain permission from Supervision before punching out otherwise the employee is leaving the plant without permission. Such permission will not be unreasonably withheld.

Note, "on the button" punches are tardy.

The Trane Company time clock is the "basis of standard" for all Trane Company time and Attendance Policies and Procedures.

- 5) **If employees have problems clocking in or out at their designated clock**, it is their responsibility to go to the next nearest clock and again repeat the clocking process. If the second clocking does not take, the employee must notify their Supervisor immediately. Supervision is to then check out the problem with the employee. If there is a system or power failure, employees are to contact their Supervisor (or Steward if the Supervisor is not available) to report the system is down.

Note: Security access into a building or plant is not part of the time and attendance system. To be considered at work, and on time, employees must punch-in using the time clock system. Access into the building does not fulfill the clocking procedures as outlined in the Labor Agreement.

- 6) **Voluntary, non-mandatory and extra curricular activities** are not excusable absences. Mandatory meetings for such activities as parent-teacher conferences are excused provided the employee follows the Attendance Policy requirements.
- 7) **Regarding Monthly Saturday Union Membership Meetings:** For employees leaving work to attend these meetings the following procedure applies; (a) The employee is required to advise their Supervisor, before the start of their shift, that they will be absent from work to attend the Union Meeting; (b) The employee is required to clock out when leaving the plant to attend the Meeting and clock back in when returning to work; (c) In order to be excused, employees attending the Union Meeting must sign on the official sign-in sheet at the Union meeting, which is then submitted to Human Resources on the following Monday morning by the Lodge 21 Shop Committee. (d) Provided the employee follows this policy, and returns to work immediately following the conclusion of the Meeting, the time away from work will be an excused unpaid absence, (e) Also, the time spent attending Monthly Saturday Union Membership Meetings will apply toward the forty (40) hour work requirement for overtime. This applies to employees assigned to the Capacity (WE-1) shift.
- 8) **Regarding the "Three Hour Rule"**, if an employee has excused time off during the shift, the employee is responsible for coming to work if three (3) hours or more can be worked. If three (3) hours cannot be worked the employee needs to communicate this when submitting their documentation to Human Resources. The "Three Hour Rule" applies for employees observing less than a full day's vacation. **Note the following exceptions:** (a) Employees that attend Union Meetings must return to work upon the conclusion of the Union Meeting, and (b) The "Three Hour Rule" does not pertain to medical or therapy appointments involving work related injuries. When released to return to work by the physician, injured

employees are to immediately return to work, even if less than three (3) hours remain on their scheduled shift.

Note the "Three Hour Rule" will apply for employees with less than a full day's vacation left. For example: (a) If an employee has two (2) hours of vacation remaining, the employee is scheduled to work the remainder of their shift. All Attendance Policies/Guidelines apply for employees taking off from work; (b) If an employee is assigned to a Variable Shift (V-1) and has eight (8) hours of vacation remaining and wants to take the remaining two (2) hours off of work, "Three Hour rule" guideline stipulates that the time would be an excused absence provided the employee follows the Attendance Policy. (Reference Work Rule 6).

- 9) **Birthday Holiday**: All employees are responsible to comply with the following procedure when observing their Birthday Holiday:
- (1) When the employee's birthday falls on the employee's regular **scheduled** workday, the employee is required to take a day off from their work schedule within the same workweek.
 - A) The employee may observe their birthday on the actual day when it falls on a scheduled workday. The employee is required to pre-schedule the day with *Supervision a minimum of one (1) day in advance, or*
 - B) The employee may observe their Birthday Holiday on any day of their scheduled work week (Monday through Sunday) in which their birthday falls, provided it is pre-scheduled a minimum of one (1) week in advance and is approved by Supervision, based on production needs.

- (2) When an employee's birthday falls on a **non-scheduled** workday, based on the employee's regular shift, the employee will observe their Birthday Holiday on any day of their regular scheduled work week (Monday through Sunday) in which the birthday falls, provided it is pre-scheduled a minimum of one (1) week in advance and is approved by Supervision, based on production needs.

Employees will be paid double-time if scheduled to work on a day observed as a Birthday Holiday, scheduled or non-scheduled (as identified above), **provided the employee advises their Supervisor that the day requested to be worked is being observed as a Birthday Holiday, therefore paid at double-time, for that employee prior to the employee being scheduled to work.** Consistent with past practice, if an employee inadvertently works their Birthday Holiday, or is on vacation, or is being required to work, the entire week in which the birthday occurs, the employee will be able to re-schedule the Birthday Holiday to the next soonest day as approved by Supervision, based on production needs.

Other: If an employee's birthday falls on a day being observed as a holiday, the Birthday Holiday will be considered as occurring on the employee's following workday. Boiler operators may schedule their Birthday Holiday to coincide with their floating weekend schedule, if otherwise eligible to do so, provided such time off is scheduled at least one (1) week in advance.

- 10) **Bereavement:** An employee with seniority, who is working at the time, will be granted three (3) regular working days off with pay at their applicable rate in the event of a death in the employee's immediate family. Immediate family is defined as the employee's wife, husband, father, mother, son, daughter, brother, sister, father-in-law or mother-in-law.

An employee may take the time off with pay later than the day of death or funeral if circumstances warrant and are a direct result of the death. An employee with seniority who is working at the time, will be granted one (1) regular work day off with pay at their applicable rate for the death of a grandparent/grandchild of the employee.

When an employee is on a three (3) day bereavement for a member of their immediate family, in accordance with the Labor Agreement, the Company will not require documentation from the employee. The employee is required to notify the Company as identified under the Attendance Policy.

An employee with seniority, who is working, at the time, has the option of working and being paid for the bereavement. (Up to twenty-four (24) hours for immediate family and eight (8) hours for a grandparent/grandchild of the employee.) Employees that choose to work and be paid bereavement will receive eight (8) hours of bereavement pay for each day worked. Employees must contact Human Resources to exercise the bereavement pay/work option.

Bereavement is not intended to include overtime.

Note: In order to assure proper bereavement pay, employees must contact Human Resources directly regarding family bereavements.

- 11) **Negotiated vacation language changes** allow for all vacation time to be taken in single day increments. As a reminder, the intent behind half (1/2), single, and random day vacation is so employees can utilize vacation time for personal business and emergencies, while at the same time ensuring consistent weekly checks.

Regarding "Random Day" Vacation: For all employees, vacation time is converted into hours in accordance with the

Labor Agreement. Employees on the Variable shift, who qualify per the Labor Agreement, are entitled to four (4) days ten (10) hour shifts of "random" vacation while employees on the Capacity shift who qualify per the Labor Agreement, are entitled to have three (3) days twelve (12) hour shifts – charged at 13.3334 hours per shift of "random" vacation. Employees on the Monday Through Friday schedule continue to have five (5) "random" days eight (8) hour shifts vacation.

To be eligible for a maximum of forty (40) hours of "random" vacation, an employee must have met the vacation entitlement requirements identified in the Labor Agreement and have two (2) or more years of service. Employees that become entitled to two (2) weeks vacation, as the result of an anniversary date are eligible for "random" vacation after said anniversary date. Random vacation days must be taken in full day increments.

Carry over vacation is not considered part of the eighty (80) hours "entitlement". As a point of clarification, employees are not entitled to random vacation days unless they are entitled to two (2) weeks' vacation, not including carry over vacation.

All "random" day vacations must be reported (**completed and saved**) on the EARS system prior to the start of the shift, otherwise, it is an unexcused "no report".

Regarding Half-Day (1/2) Vacation Language: All half-day (1/2) vacations must be pre-scheduled per the Labor Agreement for all shifts. Employees that are eligible for half-day (1/2) vacation may split up to three (3) days of vacation into half (1/2) days. The Variable shift may split three (3) days' vacation into six (6) half-day (1/2) vacations (one half-day (1/2) equals five (5) hours vacation). The Capacity shift may split three (3) days vacation into six (6) half-day (1/2) vacations at the accelerated rate, (one half-day equals 6.67 hours of vacation, one (1) day equals 13.3334 hours of vacation, and three (3) days equals forty (40) hours of vacation.) The Monday through

Friday schedule may split three (3) days vacation into six (6) half-day (1/2) vacations (one half-day (1/2) equals four (4) hours of vacation).

To be eligible for half (1/2) day vacations, an employee must have met the vacation entitlement requirements identified in the Labor Agreement and have three (3) or more years of service. Half day (1/2) vacations must be pre-scheduled with the employee's Supervisor per the Labor Agreement. Employees that become entitled to two (2) weeks vacation, as the result of an anniversary date are eligible for half day (1/2) vacation increments. **Carry over vacation is not considered part of the eighty (80) hours "entitlement"**. As a point of clarification, an employee is not entitled to half (1/2) day vacation unless they are entitled to two (2) weeks vacation, not including carry over vacation.

- 12) **Perfect Attendance:** Perfect Attendance by definition and policy will remain – as perfect. Employees are required to have perfect attendance for all scheduled work, including overtime shifts. As in the past, employees on paid vacation, holidays, bereavement, and jury duty, as defined in the Labor Agreement, are not scheduled for work therefore, such absences do not impact Perfect Attendance.

Employees who punch out and are paid for Union Business will not be impacted for Perfect Attendance. In addition, employees assigned to the Capacity (WE-1) or working overtime on the Capacity (WE-1) shift, who attend the Monthly Saturday Union Membership Meetings and comply with the procedure in item #7 above will not be impacted for Perfect Attendance

Also, when the Company sends employees home due to lack of work, then Perfect Attendance is not impacted since the employee is not scheduled to work. However when, if an employee is given an option of leaving work (excused personal

business) or working, Perfect Attendance is impacted if the employee opts to leave work.

Time away from scheduled work, as a result of work related injury, does impact perfect attendance.

- 13) **Employees are required to report all injuries to Supervision immediately, per the Labor Agreement.** In case the Supervisor is out of the department the employee must report the injury to the nurse or first aid attendant immediately. Furthermore, outside medical treatment for industrial injuries must be authorized by the nurse or first aid attendant prior to going for outside treatment, except in cases of emergencies. Employees are to schedule medical treatment as the result of a work related injury/illness outside of their regular shift – per the Labor Agreement.

If follow-up outside treatment is required which cannot be scheduled outside the employee's regular working hours, the employee will be paid up to two (2) hours at the employee's regular straight-time hourly rate for time lost from the regular working hours for the first such follow-up visit only. Overtime hours are not considered part of the employee's regular working hours.

- 14) **Jury Duty:** An employee with seniority will be excused from work on a workday when called to perform jury service in a court of record, provided prior notice is given to the Company.

Employees assigned to the second shift or Variable Output (V-2) Schedule may transfer to first shift or the Variable Output (V-1) Schedule for the week(s) of jury duty provided the employee requests the transfer to Human Resources at least one (1) calendar week before the jury duty is to be served.

Employees assigned to the Variable Output Schedule (V-2) have the option of remaining on V-2 and having up to the last

three (3) hours of their shift excused personal business the night before jury duty is to be served upon pre-approval of Human Resources.

An employee with seniority who is excused from work for jury service and who furnishes the Company with a statement from the court with regard to jury pay received and time spent on jury service will be reimbursed by the Company as follows:

Monday through Friday Schedules:

- 1) A first or third shift employee will receive eight (8) hours of pay at the employee's regular straight time rate less the amount received as jury pay for each day called to serve as a juror, on their work day.
- 2) A second shift employee will receive eight (8) hours pay at the employee's regular straight time rate less the amount received as jury pay for each day called to serve as a juror, on their work day, provided the employee is not excused from further service before noon on the day for which reimbursement is claimed.

In no event shall an employee be reimbursed for more than twenty-one (21) days jury service in any period of one year, commencing with the first day for which claim for reimbursement is made.

Variable Output and Capacity Schedules:

When an employee is called for service as a juror, on their work day, the employee will be paid the difference between the fee received for such service and the amount of earnings lost based on the employee's current rate (lost by the employee for reasons of such service) up to a limit of the employee's normally scheduled hours in a workday and forty (40) hours per week. An employee shall not be reimbursed for more than one hundred sixty-eight (168) hours of jury service in any one (1)

year, commencing with the first day for which claim for reimbursement is made.

An employee assigned to the Variable V-2 shift (Monday through Thursday) or Capacity WE-2 shift (Friday only) will receive a full shifts pay at the employee's regular straight time rate less the amount received as jury pay for each day called to serve as a juror, on their work day, provided the employee is not excused from further service before noon on the day for which reimbursement is claimed.

Jury duty is to be paid at the accelerated rate for employees on the Capacity Schedule.

An employee with seniority who is called for jury service, responds to the call and loses time from work, but is not accepted for jury service, will receive an amount equal to the regular wages for such time lost on the employee's regular shift, provided the employee returns to the job promptly.

The "Three Hour Rule" applies to jury duty.

All language per the Labor Agreement remains in effect.
Refer to your Human Resource Representative with questions.

Labor Agreement Glossary

The intent of the glossary is to provide definition and interpretation to frequently used terms in the Labor Agreement including the Amendment Guidelines. The glossary is not intended to change, add to, or take away from any part of the Labor Agreement. It's sole purpose is to be used as a reference to understand terms in the Agreement.

Accelerated Rate of Pay

Applies to the Capacity shift only. Straight time hours on Friday, Saturday and Sunday are paid at the accelerated rate of 1.112 for one (1) hour worked and 13.3334 hours paid for TWELVE (12) hours worked, so that three twelve (12) hour shifts equaling thirty-six (36) hours worked is paid at forty (40) hours at (the straight time rate) of pay.

Applicable Rate of Pay

The amount an employee is paid based on their labor grade plus any applicable shift premium, plus any "adders". For a scheduled overtime shift, the applicable rate of pay is either the time and one half or double time rate of pay, provided the overtime requirements have been met.

Classification

The defined job classifications of: Assembly, Factory Services, Welding, Machine Operation and Machining.

Critical Job

For overtime asking purposes, a job is defined as critical by Supervision for production reasons.

Emergency

An unexpected occurrence; a sudden and urgent decision for action.

Entry Level

The lowest rated job within a department.

Forms

All required forms can be obtained through Supervision, the Union Office, or Human Resources

Grandfather Example:

	Sen	Grandfather			
A	1989	NG	#1 - no		
B	1990	GF	#2 - no		
C	1991	NG		SKIP	#6
D	1992	GF		#3	
E	1993	GF		#4	
F	1994	NG		SKIP	#7
G	1995	GF		#5 - no, then lose rate	
H	1996	NG			#8

Only one grandfather rate lost per posting or internal upgrade.

Grouping

To use multiple jobs for the purpose of upgrading based on the availability and an individual's seniority.

Journeyman Classification-Maintenance

- Level I - Maintenance Mechanic – 8,000 hours
- Level II - Maintenance Electrician – 8,000 hours
- Level II - Vehicle Repair Mechanic – 9,000 hours
- Level III - Maintenance Machinery Mechanic – 10,000 hours
- Level IV - Maintenance Electronic Electrician – 10,000 hours

Lateral Move

The ability to move from one job to another within a department where no training is involved and the labor grade is equivalent.

Nonscheduled Workday

Any day in which the employee is not scheduled to work as defined in the current Labor Agreement.

Normal Hours

The employee's regularly assigned forty (40) hour shift. (Capacity shift is thirty-six (36) hours paid at forty (40) hours.)

Observed Holiday

Holidays identified in the Labor Agreement.

Overtime – Unscheduled

Overtime which is not planned for in advance due to unexpected circumstances.

Overtime - Prescheduled

Overtime which is planned and scheduled in advance.

OJT Complete

- Employee has a current or previous department(s) OJT with status Complete as documented in training records database.
- The employee's history of on-the-job training is maintained in Training Records database.
- Database established 1/1/1995 when loaded from existing overtime qualification sheets and maintained since then.

Overtime Group , Average of Appropriate

The average of overtime hours of the respective job classifications, i.e., welding, machining, assembly, machine operation and factory services.

Payment For Follow-up Outside Treatment Due To A Lost Time Injury During Overtime Hours

Payment will not be made for follow-up visits during scheduled overtime hours.

Pay Week

For all shifts a normal pay week begins on Monday (Sunday for third shift) and runs through Sunday (Monday for Capacity WE-2 shift).

Perfect Attendance

Perfect Attendance by definition and policy is being at work for all scheduled work hours, including scheduled overtime. **Perfect is perfect. (Note: the items listed below are not all inclusive and are intended as a reference only. Contact Human Resources for all Perfect Attendance interpretations.)**

- Employees on paid vacation, holidays, bereavement and jury duty, as defined by Labor Agreement, are not scheduled for work and therefore such absences do not impact Perfect Attendance.
- Perfect Attendance will not be impacted if an employee clocks out and is paid for Union Business.
- Employees assigned to the Capacity Shift (WE 1) or working overtime on the Capacity Shift (WE1) that attend the Monthly Saturday Union Membership Meeting and comply with the Attendance Policy will not have their Perfect Attendance impacted provided: (a) The employee is required to advise their Supervisor, before the start of their shift, that they will be absent from work to attend the Monthly Union Meeting. (b) The employee is required to clock out when leaving the plant to attend the Monthly Union Meeting and clock back in upon returning to work. (c) The employee is to return to work immediately upon the conclusion of the Monthly Union Meeting. (d) Provided the employee follows the Attendance Policy, the time away from work will be an excused unpaid absence. (e) For documentation purposes in compliance with the Attendance Policy, all Capacity (WE) Shift employees are required to provide Human Resources with documentation indicating that the employee left work to attend the Union Meeting.

- Time away from scheduled work as a result of a work related injury does impact Perfect Attendance.
- If the Company sends an employee home due to lack of work, *Perfect Attendance* will not be impacted since the employee is not scheduled to work. However, if an employee is given an option of leaving work (excused personal business) or working, then *Perfect Attendance* is impacted if the employee opts to leave work.

Pre-Scheduled Holiday Hours From Previous Year

Also referred to as "**Holiday Vacation Hours.**" Earned holiday hours remaining from the previous calendar year (January 1 through December 31). These hours must be pre-scheduled within the vacation quotas and taken within the following calendar year. These hours are earned as of December 31 of each year and must be used in the following calendar year. Holiday hours may not be carried over into the next calendar year.

Qualified

The employee has an "X" on the qualification sheet.

Regular Straight Time Earnings

Hours paid based on the employee's regular workweek.

Note the Variable shift may include Friday hours, based on working forty (40) regular hours before overtime is paid. For the Capacity shift, regular straight time earnings does not include the accelerated rate of pay. As such, overtime is paid based on the employee's regular straight time rate of pay. If an employee assigned to the Capacity shift works overtime on Monday, Tuesday, Wednesday or Thursday and is subsequently absent during their Capacity shift, the hours worked during the week will be paid at straight time (not at an overtime rate or an accelerated rate) until the forty (40) hour work requirement is met. For example, if an employee works ten (10) hours of overtime on both Monday and on Tuesday and then was absent one full day on either Friday, Saturday, or Sunday of this same work week; then Monday would be paid at ten (10) hours at

the employee's *straight time rate*, with the first 3.33 hours of Tuesday also paid at the *straight time rate of pay* (not accelerated).

Regular Work Week or Regular Work Shift (day/hours)

The normal scheduled forty (40) hour work week excluding overtime hours.

- Monday Through Friday work week. Comprised of up to four (4), eight (8) hour shifts (first shift, second shift, third shift, and mid shift).
- Variable Shift work week. Comprised of two (2), ten (10) hour shifts (Variable V-1 and Variable V-2 shifts), Monday through Thursday.
- Capacity Shift work week. Comprised of two (2) twelve (12) hour shifts (Capacity WE-1 and Capacity WE-2 shifts), Friday, Saturday and Sunday.
- Continuous Shift work week. Comprised of a *continuous seven (7) day* operating schedule consisting of six (6) days on, two (2) days off.

Scheduled Workday

Any day or hours that an employee is scheduled to work, including scheduled overtime hours. The Attendance Policy applies to all scheduled work hours.

Skill

Being able to perform the essential functions necessary to do the job within one (1) week.

Stand Alone Job

A job which is assigned a labor grade.

Straight Time Rate of Pay

Hourly rate of pay based on pay labor grade.

Vacation, Regular Vacation Hours

Vacation earned as identified under the vacation entitlement section in the Labor Agreement.

Vacation, Prescheduled Vacation

Vacation which is scheduled with Supervision prior to the employee's unpaid lunch break of their previous work day.

Vacation Quota Calculation

Total number of vacation weeks, available by department at the start of the vacation period, divided by forty (40) weeks. This equals the departmental vacation quota. Note; Supervision may deviate up or down from the vacation quota based on production needs.

Vacation, Random Day Vacation

Vacation which is called in before the start of the shift and not prescheduled with Supervision.

Typical Available Overtime Shifts

The typical overtime shifts for:

- Monday through Friday shift would be Saturday and Sunday
- Variable shift would be Friday, Saturday, and Sunday
- Capacity shift would be Monday, Tuesday, Wednesday, and Thursday

Work Cell

Composition of a group of defined (stand alone) jobs which are performed by all employees assigned to the work cell based on a scheduled/required rotation.

The intent of the glossary is to provide definition and interpretation to frequently used terms in the Labor Agreement including the Amendment Guidelines. The glossary is not intended to change, add to, or take away from any part of the Labor Agreement. It's sole purpose is to be used as a reference to understand terms in the Agreement.

NOTES

NOTES

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March						
S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

