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Title: **Visteon Systems LLC and International Union of Electronic, Electrical, Technical, Salaried, Machine, and Furniture Works (IUE), AFL-CIO, Local 919 (2000)**

K#: **3298**

Employer Name: **Visteon Systems LLC**

Location: **IN Connerville**

Union: **International Union of Electronic, Electrical, Technical, Salaried, Machine, and Furniture Works (IUE), AFL-CIO**

Local: **919**

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R3298

3,200 workers

153 pages

7/31/2000 - 6/30/2025

AGREEMENT



BETWEEN



**VISTEON SYSTEMS LLC  
CONNERSVILLE PLANT**

AND

**INTERNATIONAL UNION OF  
ELECTRONIC, ELECTRICAL,  
TECHNICAL, SALARIED,  
MACHINE, AND  
FURNITURE WORKERS  
AFL-CIO  
AND ITS LOCAL 919**

EFFECTIVE JULY 31, 2000



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## COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Visteon Systems, LLC, Connersville Plant, hereinafter designated as the "Employer" and/or its successors and the International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers AFL-CIO and its affiliated Local 919, hereinafter designated as the "Union".

This contract shall be binding on any and all successors, assigns or transferees of the employer whether by sale, transfer, merger, acquisition, lease, consolidation, change in management control, or otherwise. The employer shall require anyone assuming ownership or control of the business covered by this contract, or any portion thereof, by or through any of the methods indicated herein to recognize this union and accept the terms of this contract.

### ARTICLE I

#### Recognition, Bargaining Unit, Union Security

**Section 1. Recognition.** Pursuant to the certification of the National Labor Relations Board, the Employer agrees to and does hereby recognize the Union as the sole collective bargaining agent for all employees in the Bargaining Unit with respect to rates of pay, wages, hours of employment, seniority, and other conditions of employment.

**Section 2. Bargaining Unit.** The term "Bargaining Unit" as used in this Agreement shall mean and be construed to include all production and maintenance employees and unit plant laboratory employees of the Employer at its Fayette County, Indiana Plants, excluding office-clerical employees, plant clerical employees, technical employees, truck drivers, nurses, office janitors, watchmen and all guards, professional employees and supervisors as defined in the National Labor Relations Act.

**Section 3. Union Security.** All present employees in the

Bargaining Unit who are members of the Union on the effective date of this provision must maintain their membership during the life of this Agreement as a condition of continued employment. All present employees who are not members of the Union on the effective date of this provision and all employees hired hereafter must acquire membership on the forty-fifth day following the effective date of this provision or on their forty-fifth actual day of work following their date of hire, whichever is the later, and must remain members thereafter as a condition of continued employment.

The Employer agrees to dismiss any employee upon written request from the Union notifying the Employer that an employee has failed to acquire or maintain membership in the Union as required above because of nonpayment of initiation fees or dues in accordance with the requirements of State or Federal laws.

Pursuant to written authorization complying with State and Federal laws and the Union by-laws, the Employer shall check off and transmit to the Union the initiation fees and dues of Union members. The Employer will remit said monies seven (7) days from their deduction to the Union.

Union dues deductions will be made from wages due in the second pay period of each month. If an employee has no wages during that pay period, such dues deductions will be made from wages due during the second pay period of the succeeding month. Collection of any back dues beyond the second month will be the responsibility of the Union, and upon notification to the Company, may be the subject of payroll deductions. The Company will furnish the Union, at the end of each calendar month, with a list of employees who have not worked ten (10) days in that month.

#### "AUTHORIZATION CARD"

TO: Visteon Systems, LLC, Connersville, Indiana

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

You are hereby authorized and directed to deduct each month from wages hereinafter earned by me while in your

employ a sum equal to membership dues of Local 919, International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, AFL-CIO. This authorization also includes the deduction of a sum equal to the initiation fees of Local 919, International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, AFL-CIO. This authorization may be revoked by me at any time upon written notice by registered mail delivered to the Employer and the Union. Unless revoked, this authorization shall remain in effect for the duration of the current Labor Agreement and shall begin with the calendar month of \_\_\_\_, year of \_\_\_\_.

Name: \_\_\_\_\_

Accepted by Visteon Systems, LLC.

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

In consideration of the Employer's agreement to the Union Shop and the check off of the Union dues, the Union hereby agrees to indemnify and save the Employer harmless from any liability, cost or expense arising out of the entering into or enforcement of such provisions.

**Section 4. Employees Information.** With respect to the Bargaining Unit, the Employer will furnish to the Union a daily list of persons added to the payroll, a weekly list of persons terminated, and copies of the change in status form on divisional seniority transfers and transfers from factory to office payroll.

Every ninety (90) days, upon request the Employer will furnish to the Union a list of employees within the Bargaining Unit and their addresses. It is understood that such lists will not be used for business or political purposes.

With respect to the Group Insurance Plan, the Company will furnish an Insurance Certificate to each employee within 120 days after the signing of the Agreement. The Company will also furnish to the Union a master copy of the insurance contract within 120 days after the signing of the Agreement.

With respect to the Pension Plan, the Company will fur-

nish each employee a summarization of the level of benefits under the plan within 120 days after the plan has been approved by the Internal Revenue Service. The Company will also furnish the Union a master copy of the Pension Plan at the same time that the plan is submitted to the Internal Revenue Service for approval. It is understood that the obligation to establish and maintain the plan is subject to this approval.

The Company will furnish the Union with an annual copy of the IRS Form 5500 for the Group Health Insurance Plan and the Pension Plan. These forms will be provided to the Union as it becomes available to the Company.

**Section 5. Work by Supervision.** Supervisors shall not perform Bargaining Unit work. It is understood that Bargaining Unit work includes setup and repair work and that this prohibition applies to regular and overtime work. Supervisors may work with Bargaining Unit employees on an equal number basis; but only for the purpose of assembling not more than ten (10) of any new model.

Exceptions to the foregoing paragraph are the instruction of employees, experimental work, and emergencies where no other Bargaining Unit employees who customarily perform the work are available. Supervisors may also perform identification and clerical work in connection with inventory taking. It is understood that the Employer has the duty of strict and continuous enforcement of this Section with respect to supervisory employees.

In connection with the administration of this Section, at the request of the President and/or Vice President and/or Financial Secretary-Treasurer and/or a Chief Steward of the Local Union, the Employee Relations Manager or his/her designee will meet with either of them and a Union representative who had knowledge of the facts and the supervisor alleged to be violating this Section within twenty-four (24) hours (excluding Saturdays, Sundays and Holidays) after notification of violation. At no time under this section does the Union waive its right to use the Grievance and Arbitration

Procedure as outlined in Article VI of this Collective Bargaining Agreement.

**Section 6. Bargaining Unit Work By Others.** All loading and unloading of trucks and freight cars shall be performed by members of the Bargaining Unit. The only exception to this paragraph shall be emergencies, and such emergencies shall then be explained to the shop steward in the area.

Any construction or facilities work in the Model Shop and Salaried Test Lab will be performed by bargaining unit employees, as currently performed.

**Section 7.** The Company may continue to use outside contractors to perform certain aspects of its operation. It is the Company's intention to utilize Bargaining Unit employees when appropriate. Outside contractors may be utilized when it is economically and operationally efficient to do so; when peculiar skills are involved in performing the work; where specialized equipment not available at the Connersville facility is required; or when the volume of work precludes the possibility of its completion within the time limits required. However, management reserves the right to make the final determination as to whether work will be done by Company personnel or outside contractors.

Except in cases of emergencies or circumstances reasonably beyond the control of the Employer, the Union will be provided advance notice on the Wednesday preceding the next Ad-Hoc meeting, of the Company's intention to utilize an outside contractor. This notice will be presented to the Skilled Trades Chairman and the IUE Union Hall. The Company will discuss the subcontracting of work with the Ad-Hoc Committee, no later than three (3) days prior to the Company making a final commitment with the subcontractor to perform the work.

An Ad Hoc committee composed of up to seven (7) Skilled Trades employees, and one (1) employee from the Miscellaneous Labor Seniority Division appointed by the Union, and an equal number of Company representatives will

be established for the purpose of discussing the planned work by the outside contractor and the reason why plant personnel cannot perform the work. Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in light of all attendant circumstances.

Ad Hoc notifications will be posted in the Maintenance Crib where such work is to be performed.

An Ad Hoc committee composed of representatives from the Tool and Die classification and Company representatives from the Tool Room operation will be established for the purpose of discussing the utilization of outside contractors. Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in light of all attendant circumstances.

In the event there is a disagreement between the parties as to the justification of using an outside contractor, the Union can appeal the decision to a committee consisting of the Manufacturing Manager (or his/her designee); The Human Resources Manager (or his/her designee); The Originator or The Originator's Supervisor of the Ad Hoc form; The President of the Union (or his/her designee); The Vice President of the Union (or his/her designee); and The Skilled Trades Chairman. This committee will meet and resolve the issue within 48 hours from such Ad Hoc meeting.

The Company agrees to provide the Union with advanced notice of business opportunities and production schedules that could impact Connersville Plant's employment levels. Such discussions are intended to provide the Union with the opportunity to express concerns and the Company agrees to appropriately consider the Union comments.

## ARTICLE II

### Working Hours and Overtime

**Section 1.** The normal schedule of hours of employment



for employees other than those designated below shall be as follows:

1. Eight (8) consecutive hours per day exclusive of lunch period.
2. Five (5) such consecutive days per week Monday through Friday. It is understood, however, that the 1st (midnight) shift Monday will commence Sunday evening.
3. Shift hours as follows: 1st shift (midnight): 10:00 P.M. to 6:00 A.M.; 2nd shift (days): 6:00 A.M. to 2:30 P.M. - 1/2 hour for lunch; 3rd shift (afternoon): 3:00 P.M. to 11:30 P.M. - 1/2 hour for lunch.
4. Any employee scheduled to work through their lunch period shall be afforded fifteen (15) minutes to lunch, on the premises, on Employer time.

The normal schedule of hours of employment for direct and indirect operations such as Maintenance, Powerhouse, Plate/Fin Production, and Booth Cleaners may be eight (8) consecutive hours per day, exclusive of lunch period on five (5) consecutive days per week. Any employee so scheduled shall be afforded fifteen (15) minutes to lunch, on the premises, on Employer time. All employees will be granted a five (5) minute wash-up time immediately preceding their lunch period and immediately preceding the end of their shift with the right to ring out and leave the plant.

**Section 2.** The provisions of this Article are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. Hours of work per day, days of work per week, work days of a week, shift hours and lunch periods may be changed by the Employer in order to meet production requirements. The Employer may stagger the hours of employees on any shift so that part of the employees on a shift have different starting and quitting times. In advance of establishing a staggered shift, the Company shall discuss with the Union, the business reason(s) and the number of employees involved.

Except in the cases of emergencies or circumstances reasonably beyond the control of the Employer, notice will be posted five (5) working days in advance of a change in regular shift starting time or a change in a regular shift unpaid lunch period, and in advance of extended periods of overtime involving the working of nine(9) or more hours per day and/or six (6) or more days per work week. A similar notice will be posted in the event a new shift is established or in the event that the hours of any shift are to be staggered. The Company shall notify the Union of the reasons for changes described in this paragraph, which are due to emergencies or circumstances reasonably beyond the control of the Employer.

An employee who is reassigned to an initial opening resulting from the establishment of a staggered shift may, within the five (5) day posting period, protest the reassignment. The Employer and the Union will then attempt to resolve the dispute and if no mutually acceptable resolution can be reached, the junior employee in the classification, seniority division and production department, or in the case of skilled trades the junior employee in the appropriate skilled trade seniority division, on the shift, will be reassigned to the staggered shift without the five (5) day posting period requirement if the employee is qualified to perform the assignment.

**Section 3.(A) Assignment of Overtime.** Overtime work will be assigned by seniority to available employees who have the ability to do the work and who are working on the shift, in the Production Department, and in the Seniority Division where the need for such overtime work arises. Overtime work on Special Classification jobs will be assigned by seniority among available employees who presently hold the Special Classification and those employees who are eligible for recall to the Special Classification and who are working on the shift, in the Production Department, and in the Seniority Division where the need for such overtime work arises. Such work will be scheduled at least twenty-four (24) hours in advance and employees will be expected to perform such

scheduled overtime work, unless they have a reasonable excuse for not working. In the case of emergencies or circumstances reasonably beyond the control of the Employer, where overtime cannot be scheduled at least twenty-four (24) hours in advance, it will be offered on a voluntary basis by seniority to available employees who have the ability to do the work and who are working on the shift, in the Production Department, and in the Seniority Division where the need for such overtime work arises. If, however, enough qualified employees cannot be obtained to work such overtime voluntarily, said employees will be assigned to such work in reverse order of seniority unless they have a death in the employee's immediate family, critical illness in the employee's immediate family, instances of serious personal obligations which, if postponed, would cause irreparable harm to the employee; they have a previously scheduled appointment with a doctor, dentist, optician, chiropractor, lawyer; they are scheduled to appear in court or an arbitration hearing; or they are attending educational classes. In such instances, the employee is obligated to give their immediate supervisor as much advance notice of their reason for not working as is reasonably possible; and the Employer may require proof of such reason.

Should additional employees be required to work, the Employer shall go to any other Production Department, in the Seniority Division, on the shift, to obtain such employees, provided that such work will be offered by seniority in that Production Department. Should additional employees beyond the number of employees available in Plant 59A, 59B, 59C, 59D, 59E, or 59F be required for overtime work, the Employer shall offer such work by seniority to employees in the same Seniority Division in any other Plant. Should additional employees beyond the number of employees available on a shift be required for overtime work, the Employer shall offer such work by seniority to employees within the Production Department on the other combined shifts.

Employees temporarily assigned to another shift for training in a special classification will be assigned overtime after

all employees regularly assigned to the Shift, in the Production Department where the overtime work is to occur have been assigned.

Such overtime in Maintenance operations (Miscellaneous Labor, Lubrication Specialist and all Apprenticiable Skilled Trades classifications) which occurs between the end of the afternoon shift and the beginning of the day shift, when there is no midnight shift and which is not assigned before the afternoon shift ends, will be assigned to the most senior employees in the appropriate Seniority Division who are qualified to perform work from the combined shifts of the plant in which the overtime occurs.

(B) In the event that an employee is not scheduled overtime work in accordance with the above mentioned procedure, the employee will be made whole for such missed overtime.

(C) Daily Overtime: Subject to the limitations contained in Section 3.D of this Article, employees may decline work hours in excess of nine (9) per shift provided that the employee notifies their supervisor of their wish to be excused from work hours in excess of nine (9) per shift at the time the employee is so scheduled. In cases where overtime is scheduled for extended periods and posted as provided in Article II, Section 2 of the Agreement, an employee accepting overtime assignment in excess of nine (9) hours per shift for that extended period may, upon notice to their supervisor at least two (2) working days in advance of the given shift, be excused from overtime work on the given day(s) as provided above.

For purposes of scheduling overtime, the maximum number of hours an employee may be scheduled overtime during any work day is four (4) hours before and/or after their regular shift hours except in such cases where there are no employees working on the shift immediately preceding or following such overtime assignment who are available and/or who have the ability to perform the work.

Saturday Overtime: Subject to the limitations contained in Section 3.D of this Article, an employee who has worked scheduled overtime on two (2) consecutive Saturdays will be

excused from work on the Saturday succeeding the above noted two (2) consecutive Saturdays provided that they shall have notified the Employer prior to the end of their shift on Wednesday of the week preceding the Saturday for which they wish to be excused.

For Production operations only, the provisions of Section 3.D of this Article will only be applied against an employee, who has requested to be excused from work for the third consecutive Saturday in accordance with Section 3.C after qualified volunteers from the off-shifts have been solicited and have refused.

Not subject to the limitations contained in Section 3.D of this Article, employees may be excused from work on a Saturday and/or Sunday provided they meet the following:

- Have worked the two (2) previous Saturdays.
- Have not missed any regularly scheduled work days for any reason in the fourteen (14) calendar days preceding the third Saturday.
- Have not missed any regularly scheduled overtime assignments in the fourteen (14) calendar days preceding the third Saturday.
- Notify their supervisor, on a company provided form, no later than the end of their shift on the Wednesday preceding the Saturday and/or Sunday the employee wishes to be off.

The parties agree to defer implementation of this new paragraph until October 1, 1994.

The Employer shall not schedule and require overtime work on Saturdays, in excess of eight (8) hours per day.

**Sunday and Holiday Overtime:** Overtime work on Sundays and the Holidays set forth in Article III of this Agreement, shall be voluntary subject to the limitations set forth in Section 3.D of this Article provided the employee notifies their supervisor before the end of their shift on the day the overtime is posted. Employees failing to notify their supervisor as required above will be deemed to have accepted the overtime assignment and will be required to work such

assignment.

Overtime assignments for a Sunday will be scheduled in the following manner when such scheduling occurs on the preceding Saturday:

- The Company will offer the Sunday overtime work to employees assigned to the Production Department, Seniority Division and on the shift where the work is required, by seniority.
- In offering the work by seniority, the Company will contact those employees who are available at work and further, will attempt to contact those employees who would normally be considered not available, that is those employees who are not at work at the time the scheduling process is being completed.
- It is further agreed that the provisions of Article II, Section 3, paragraph D of the Labor Agreement will apply to those employees who are available when the scheduling is being completed as well as those employees being contacted via phone.

The Company's obligation regarding the contacting of employees who are not available (not at work) for an overtime assignment is to call their phone number listed in the personnel files. The Company will use the Chief Steward or Steward(s) of the area scheduling such overtime to witness calls. In the event the Chief Steward or Steward(s) in the area are not available, the Company shall utilize a bargaining unit employee to witness such calls. The provisions of Article II, Section 3(D) of the Labor Agreement will also apply to those employees who are being contacted via phone.

For purposes of this Section, Saturday, Sunday, or Holiday work shall not include hours worked on Saturday, Sunday, or such Holiday which are a part of an employee's normal five (5) day work week.

(D) It is recognized that in the event that employee(s) within the particular classification and Production Department, who have the ability to perform the work elect to decline an overtime assignment in accordance with Section

3.C of this Article and such election, in the judgment of the Employer, will result in decreased ability to meet planned production/maintenance requirements, the Employer may require the junior employee(s) within the particular classification and Production Department, on the shift, who have the ability to perform the work to work in reverse order of seniority. The provisions of this paragraph will not be applied to require an employee to work in excess of twelve (12) hours, including any overtime hours for which the employee accepted, on any such day; however, the junior employee in the Production Department and on the shift will be required to work if all employees in the Production Department and on the shift have already worked twelve (12) hours.

(E) Whenever less than one hundred percent (100%) of an entire Production Department is required to work overtime on a Saturday and when the operational efficiency is not adversely affected, the overtime will be scheduled on a voluntary basis subject to the provisions of Section 3.D of this Article.

(F) The above noted provision(s) which permit employees to be excused from an overtime work assignment shall have no application to employees assigned to and working a seven day operation, such as the Powerhouse.

(G) For Apprenticeable Skilled Trades operations only subject to the limitations contained in Section 3.D of this Article, overtime work on Saturdays, Sundays, and the Holidays as set forth in Article III of this Agreement, shall be voluntary provided that the employee shall have notified the Employer prior to the end of their shift on Wednesday of the week preceding the Saturday, Sunday, or Holiday they wish to be excused. Employees failing to notify their supervisor as required above will be deemed to have accepted the overtime assignment and will be required to work such assignment.

(H) Employees in the Degreaser Control job classification will be scheduled to work overtime in the following manner:

Step 1. Employees in the plant, on the shift where the

work is required, by seniority.

Step 2. Employees in the plant where the work is required from the other combined shifts, by seniority.

Step 3. Employees in any other plant on the shift where the work is required, by seniority.

Step 4. Employees in any other plant on the combined shifts, by seniority.

Section 4. With respect to overtime assignments:

- Journeymen in the Apprenticeable Skilled Trades classification on the shift, will be given the opportunity to work before a non-Journeyman or apprentices in the Apprenticeable skilled Trades classification.
- Non-journeymen in the Apprenticeable Skilled Trades classification on the shift, will be given the opportunity to work before an apprentice in the Apprenticeable Skilled Trades classification.
- When it becomes necessary to schedule daily overtime, except for Saturdays, Sundays or Holidays, employees will have until 11:00 A.M. on the day shift, 7:00 P.M. on the afternoon shift, and 3:00 A.M. on the midnight shift to notify their supervisor if they wish to volunteer for such overtime assignment. Employees shall be allowed to, but not restricted to, volunteer for overtime in their assigned crib only. Employees who do not notify their supervisor as identified above will be deemed to have refused the overtime assignment.

The Company will notify employees if they are scheduled to work, in accordance with this Article, no later than 12:30 P.M. on the day shift, 8:30 P.M. on the afternoon shift and 4:30 A.M. on the midnight shift.

The overtime schedule will not be changed except in cases of emergencies or circumstances reasonably beyond the control of the Employer.

- Overtime assignments for a Saturday, Sunday or Holiday will be scheduled by seniority on the shift from those Skilled Trades employees within the particular seniority

division who have volunteered to work overtime. Employees shall be allowed to, but not restricted to, volunteer for their regularly assigned shift only.

Employees who do not have the seniority to work the overtime on the shift to which they are assigned, but have volunteered to work overtime and have the seniority to work, will be scheduled on another shift.

If after scheduling all volunteers within a particular Skilled Trade Seniority Division, there is a need for additional employees on a particular shift, the junior employees in the particular Skilled Trade Seniority Division on the shifts where the overtime is needed who have not volunteered to work overtime, will be scheduled to work the overtime.

Should additional employees beyond the number of employees on a shift and all volunteers from other shifts be required for overtime work, the Employer will schedule those employees within the particular Skilled Trade Seniority Division from the other combined shifts in reverse order of seniority.

When it becomes necessary to temporarily assign Skilled Trade employees to another shift for an overtime assignment, the Company will attempt to avoid assigning employees to a shift which results in that employee working sixteen (16) consecutive hours.

Apprenticeable Skilled Trades employees who are affected by changes made to the weekend overtime schedule after 6:00 A.M. on the Friday preceding the particular weekend will be notified of such changes.

- No apprentice shall work weekend or holiday overtime unless all Journeymen and non-Journeymen of the apprenticeable classification have been given the opportunity of working.
- Apprenticeable Skilled Trades employees who have seniority to work an overtime assignment, however, not in their regularly assigned crib and who also have a medical restriction prohibiting assignment to certain cribs, shall not

be eligible to displace a senior employee, nor shall they be eligible to displace a junior employee who has been assigned to work overtime in their regularly assigned crib.

**Section 5.** Shift hours for overtime work beyond the regular work week need not be the same as those of shift hours during the regular work week and the notice described above in Section 2 is not required in connection with the scheduling of overtime beyond the regular work week. Any change in shift hours for overtime work beyond the regular work week will be applied to the entire Production Department.

Shift hours for overtime work beyond the regular work week shall not be adjusted to reduce the appropriate premium pay rate as defined in Section 6.

**Section 6. Premium Pay.** Time and one-half will be paid for all hours worked in excess of eight (8) in any one work day; for all hours worked during an employee's regularly scheduled unpaid lunch period; and for all hours worked by an employee outside of their regularly scheduled shift hours as established under Section 1 or Section 2 of this Article. For the purposes of this provision, the segments of a staggered shift shall be treated as a shift. In the application of this provision, if an employee is called in to work and assigned on the day of call-in to begin in the middle of a shift and works during the lunch period or after the hours of that shift, premium pay will be paid for the lunch period or hours worked after the hours of the regular shift regardless of whether the employee works more than eight (8) hours on that day.

For purposes of computing overtime, the payroll week shall begin at 10:00 P.M. on Sunday.

Employees normally assigned to the 2nd (day) and 3rd (afternoon) shifts whose work starts between 6:00 A.M. and 11:59 P.M. on Saturday, and employees normally assigned to the 1st (midnight) shift whose work starts between 10:00 P.M. on Friday and 5:59 P.M. on Saturday will be paid at time and one-half for all hours worked during said shift, including overtime hours thereon. Employees normally assigned to the 2nd (day) and 3rd (afternoon) shifts whose work starts

between midnight Saturday and 11:59 P.M. on Sunday, and employees normally assigned to the 1st (midnight) shift whose work starts between 6:00 P.M. Saturday and 5:59 P.M. Sunday will be paid double time for all hours worked during said shift, including overtime hours thereon.

Employees who work on any of the paid holidays specified hereinafter shall be paid double time for all hours worked during said shift. Employees who work overtime on any of the paid holidays specified hereinafter shall be paid triple time for all hours worked beyond eight (8) hours within that holiday.

There shall be no pyramiding of overtime for the same hours worked, and where more than one overtime rate is applicable, only the higher rate shall be applied.

### ARTICLE III

#### Holiday Allowance

**Section 1. Paid Holidays.** Employees shall receive a holiday allowance in an amount equal to eight (8) times their regular hourly rates, including shift differential, for the following:

#### 2000

Independence Day, Tuesday, July 4  
Labor Day, Monday, September 4  
Veterans Day, November 11 (to be observed on Friday, November 17)  
Thanksgiving Day, Thursday, November 23  
Day after Thanksgiving, Friday, November 24  
Christmas Holiday period, Monday through Friday, December 25, 26, 27, 28, 29

#### 2001

New Years Day, Monday, January 1  
Martin Luther King Day, Monday, January 15  
Good Friday, Friday, April 13  
Monday after Easter, Monday, April 16  
Memorial Day, Monday, May 28  
Independence Day, Wednesday, July 4

Labor Day, Monday, September 3  
Veterans Day, November 11 (to be observed on Friday, November 16)  
Thanksgiving Day, Thursday, November 22  
Day after Thanksgiving, Friday, November 23  
Christmas Holiday period, Monday through Monday, December 24, 25, 26, 27, 28, 31

#### 2002

New Years Day, Tuesday, January 1  
Martin Luther King Day, Monday, January 21  
Good Friday, Friday, March, 29  
Monday after Easter, Monday, April, 1  
Memorial Day, Monday, May 27  
Independence Day, Thursday, July 4  
Labor Day, Monday, September 2  
Veterans Day, November 11 (to be observed on Friday, November 15)  
Thanksgiving Day, Thursday, November 28  
Day after Thanksgiving, Friday, November 29  
Christmas Holiday period, Tuesday through Tuesday, December 24, 25, 26, 27, 30, 31

#### 2003

New Years Day, Wednesday January 1  
Martin Luther King Day, Monday, January 20  
Good Friday, Friday, April 18  
Monday after Easter, Monday, April 21  
Memorial Day, Monday, May 26  
Independence Day, Friday, July 4  
Labor Day, Monday, September 1  
Veterans Day, November 11 (to be observed on Friday, November 14)  
Thanksgiving Day, Thursday, November 27  
Day after Thanksgiving, Friday, November 28  
Christmas Holiday period, Wednesday through Wednesday, December 24, 25, 26, 29, 30, 31

**2004**

- New Years Day, Thursday, January 1
- Martin Luther King Day, Monday, January 19
- Good Friday, Friday, April 9
- Monday after Easter, Monday, April 12
- Memorial Day, Monday, May 31
- Independence Day, July 4 (to be observed on Monday, July 5)
- Labor Day, Monday, September 6
- Veterans Day, November 11 (to be observed on Friday, November 12)
- Thanksgiving Day, Thursday, November 25
- Day after Thanksgiving, Friday, November 26
- Christmas Holiday period, Friday through Friday December 24, 27, 28, 29, 30, 31

**2005**

- New Years Day, January 1 (to be observed on Monday, January 3)
- Martin Luther King Day, Monday, January 17
- Good Friday, Friday, March, 25
- Monday after Easter, Monday, March, 28
- Memorial Day, Monday, May 30

Holidays for the 1st (midnight) shift shall begin at 10:00 P.M. the day preceding the scheduled holiday.

The payment of a holiday allowance for these holidays is subject to the following conditions:

- (a) No holiday allowance shall be paid to any employee who has not acquired seniority in the bargaining unit per Article VII, Section 3 of the labor agreement as of the day on which the holiday falls.
- (b) No holiday allowance will be paid to any employee who does not work their last scheduled shift on the last scheduled working day preceding and their next scheduled shift on the next scheduled working day succeeding the holiday; except that if the employee's absence on such day(s) is excused by the Company, the employ-

ee shall be entitled to the holiday allowance. A Leave of Absence under Article V, Section 2, shall not be an excused absence for purposes of this sub-paragraph.

- (c) No holiday allowance shall be paid to any employee who has not actually worked and earned some wages during the forty-five (45) calendar days immediately preceding the holiday.
- (d) Employees who are on Sick Leave beyond the forty-five (45) day period referred to above, will receive holiday pay for the next paid holiday occurring after the forty-five (45) day period provided they are still on Sick Leave when the holiday occurs. The Company may require a medical examination and/or proof of the reasons for the Sick Leave.
- (e) A holiday will not be included as part of the disciplinary penalty. However, to be eligible for such holiday pay, the employee must meet the holiday pay eligibility requirements outlined above.

**Section 2.** Holiday pay shall be paid as the paid holidays occur. Such payment shall be made in the employee's regular paycheck for the week in which the holiday occurs.

**Section 3.** Employees shall receive holiday pay on the basis of their regular hourly rates at the time the holiday occurs, except employees eligible for holiday pay while on seniority layoff or sick leave shall receive holiday pay on the basis of their regular hourly rates in effect on the employee's last day worked.

**ARTICLE IV**

**Vacations**

**Section 1.** The vacation period shall be from January 1 until December 31 of each year. During this time, the Employer may schedule a vacation period not to exceed two (2) consecutive weeks at some time during the period between June 1 and August 1 of each year, at which time the plant may be shut down except for a skeleton force to be designated by

the Employer. In the event of such shutdown, employees will be required to take the vacation for which they are eligible, except employees of the skeleton force who by agreement with the Employer will take their vacations at some other time between January 1 and December 31. In assigning employees to the skeleton workforce, work shall be offered on a voluntary basis by seniority to available employees in the Seniority Division in the Plant where the need for such work arises. Employees shall be eligible to volunteer to work for the entire vacation period or they may volunteer to work specific week(s) of the vacation shutdown period. If additional employees, beyond the number of volunteers within the Seniority Division and Plant are required, assignments will be made by seniority from among the volunteers from the other Plants within the particular Seniority Division where the work is needed, who have not been assigned to work within their regular Plant. If additional employees beyond the number of volunteers within the Seniority Division and Plant(s) are required, assignments will be made by seniority from among the volunteers who have not been assigned to work in their normal Seniority Division. If however, enough qualified employees can not be obtained to perform such work on a voluntary basis, employees will be assigned to work in reverse order of seniority within the Seniority Division and Plant where the work is required. An employees seniority, as it applies to scheduling overtime and temporary layoff only, shall be in the Plant and Seniority Division to which they are assigned for each week of assignment. The hours of an employees assignment shall be considered their regularly scheduled shift hours. In the event of a shutdown, employees may be granted vacations at other times during the year for good and sufficient reasons, if production requirements, as determined by the Production Manager, permit. In the event that more than one employee from the same work area requests such a special arrangement for their vacation for the same time, and operating requirements are such that all requests cannot be granted, plant seniority will govern and the

employee affected will be so notified.

In the event that the plant is not shut down for vacation purposes, vacations shall be distributed over the period January 1 until December 31. It is understood that in the scheduling of vacation time off, operating requirements shall be taken into account. If there is a conflict of choice among employees who can be scheduled for vacation in view of operating requirements, seniority within the Plant, Shift, Production Department and Divisions shall govern.

Employees with ten (10) or more years of seniority who are eligible for three (3) or more weeks of vacation may, upon written request to the Employee Relations Office during the year of entitlement, defer one (1) week of vacation time for a maximum of one (1) year.

Employees who are eligible for three (3) or more weeks of vacation shall be eligible to schedule a maximum of five (5) vacation days in one day increments. Following the shutdown period, employees not otherwise entitled, and who have not used their vacation allotment shall be eligible to schedule a maximum of five (5) vacation days in one day increments. Such request must be approved at least one day in advance. Production requirements will be considered when working such request.

Employees who schedule their vacation per the collective bargaining agreement for an entire week, shall have preference over employees scheduling vacation in one (1) or more day increments.

The scheduling of an employee's vacation (for weeks other than the scheduled vacation shutdown period) will be by seniority within the Plant, Shift, Production Department and Seniority Division, provided that the employee has submitted their vacation request at least ten (10) working days in advance of the desired vacation week, and that production requirements will be considered when working such request. Employees not submitting vacation request at least ten (10) working days in advance, will be permitted to schedule vacation on a first come, first served basis only after commitments



to scheduled employees are met, but will not be permitted to "bump" other employees who have properly scheduled a vacation. Written vacation request for the Plant shutdown period must be submitted at least thirty (30) days in advance of the shutdown period.

Any vacation time not taken prior to the expiration of the Labor Agreement will be forfeited.

**Section 2.** Employees who have become eligible for a vacation and whose employment is terminated prior to the vacation period shall be paid the vacation pay to which they have become entitled within ten (10) calendar days from date of termination.

Employees who have become eligible for a vacation and who go into the Armed Services prior to the vacation period shall be paid the vacation pay to which they have become entitled within ten (10) calendar days from the time that the Employer has knowledge that they are going into the Armed Services.

Employees who have become eligible for a vacation and who are laid off prior to the vacation period and who are not expected to be recalled prior to the vacation period shall be paid the vacation pay to which they have become entitled, within ten (10) calendar days from the date of layoff, unless the employee expresses a preference not to be paid at this time.

In the case of a deceased employee, any earned vacation pay to which the employee was entitled in addition to any vacation pay accrued during the year of the employee's demise, shall be paid to the employee's designated insurance beneficiary within one month of the notification to the Company of the death.

In the case of a retired employee, any earned vacation pay to which the employee was entitled in addition to any vacation pay accrued during the year of the employee's retirement, shall be paid to the employee within one month of the effective date of retirement.

Notice of the date on which the plant will be shut down for

vacation will be given at least sixty (60) days prior to such date unless such notice is waived in writing by the Union.

**Section 3.** Vacation with pay shall be granted as follows:

- (a) Except as provided in Section 5 of this Article, each employee who has one (1) year or more but less than three (3) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive one (1) week vacation during the following year and shall be paid a vacation allowance in an amount equal to two percent (2%) of the total earnings the employee received from the Employer during the year previous to the vacation.
- (b) Each employee who has three (3) years or more but less than five (5) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive one (1) week vacation during the following year and shall be paid a vacation allowance in an amount equal to three percent (3%) of the total earnings the employee received from the Employer during the year previous to the vacation.
- (c) Each employee who has five (5) years or more but less than eight (8) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive two (2) weeks vacation during the following year and shall be paid a vacation allowance in an amount equal to four percent (4%) of the total earnings the employee received from the Employer during the year previous to the vacation.
- (d) Each employee who has eight (8) years or more but less than ten (10) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive two (2) weeks vacation during the following year and shall be paid a vacation allowance in an amount equal to five percent (5%) of the total earnings the employee received from the Employer during the year previous to the vacation.
- (e) Each employee who has ten (10) years or more but less

than fifteen (15) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive three (3) weeks vacation during the following year and shall be paid a vacation allowance in an amount equal to six percent (6%) of the total earnings the employee received from the Employer during the year previous to the vacation. The third week of such an employee's vacation may be taken between January 1st and December 31st.

(f) Each employee who has fifteen (15) years or more but less than twenty (20) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive three (3) weeks vacation during the following year and shall be paid a vacation allowance in an amount equal to seven percent (7%) of the total earnings the employee received from the Employer during the year previous to the vacation. The third week of such an employee's vacation may be taken between January 1st and December 31st.

(g) Each employee who has twenty (20) years or more but less than twenty-five (25) years of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive four (4) weeks vacation during the following year and shall be paid a vacation allowance in an amount equal to eight percent (8%) of the total earnings the employee received from the Employer during the year previous to the vacation. The fourth week of such an employee's vacation may be taken between January 1st and December 31st.

(h) Each employee who has twenty-five (25) years or more of continuous seniority with the Employer as of December 31st of any year shall be entitled to receive four (4) weeks vacation during the following year and shall be paid a vacation allowance in an amount equal to nine percent (9%) of the total earnings the employee received from the Employer during the year previous to the vacation. The fourth week of such an employee's

vacation may be taken between January 1st and December 31st.

(i) Those employees who have worked for the Employer a total of eight hundred (800) hours or more during the year from January 1 to and including December 31 of the year preceding the year in which the vacation allowance will be paid and who otherwise meet the eligibility requirements of this Article, shall receive either (a) the number of eligible week(s) vacation allowance at the employee's straight time rate of pay in effect on December 31 of the previous year for a forty (40) hour week or (b) the percentage vacation allowance as specified in (a) through (h) of this Article, whichever is the greater.

Those employees who have worked for the Employer less than eight hundred (800) hours during the year from January 1 to and including December 31 of the year preceding the year in which the vacation allowance will be paid, and who otherwise meet the eligibility requirements of this Article shall receive the percentage vacation allowance as specified in (a) through (h) of this Article.

**Section 4.** Employees shall receive their vacation pay separate from their normal paycheck on the Friday preceding the vacation shutdown period. Employees who take a full weeks vacation prior to the vacation shutdown period and who submit their vacation request at least ten (10) working days in advance of such vacation may elect to receive their vacation pay on the Friday preceding such vacation. Employees may submit a form requesting vacation pay separate from the normal paycheck on the 2<sup>nd</sup> Friday of February. Such form must be submitted to Hourly Personnel no later than the last Friday in January of the year in which vacation is to be paid.

**Section 5.** For the purpose of determining vacation eligibility only, a years continuous seniority shall mean:

1. For the initial vacation, that an employee has at least one (1) years seniority as of June 30 of the vacation year.

2. For all other and succeeding vacations, that an employee is on the payroll from the Employer's first working day of a calendar year through the last working day of a calendar year, provided, however, that employees who retire in any calendar year under the Employer's Pension Plan; employees who enter the Armed Services from the employ of the Employer; and employees who are on Sick Leave, employees who are on layoff, employees who are on Leaves of Absence under Article V and employees who are discharged and reinstated by an arbitrator or by agreement of the parties and who accept reinstatement, shall be considered as having been on the payroll through December 31 of the year in which said absence from work begins.

For purposes of computing vacation pay, "the year previous to the vacation" shall mean January 1 through December 31 of the year prior to taking of the vacation.

**Section 6. Vacation for Veterans.** During the calendar year of their return, employees returning to the employ of the Employer from the Armed Services, shall receive vacation benefits as follows:

A. If they present themselves and are available for active employment prior to August 1, said employee shall receive the amount of vacation time determined under Section 3 above, and their vacation pay shall be determined in either of the following ways, with the greater amount being paid:

- (1) By multiplying their regular hourly rate by said vacation time, or
- (2) By granting them the percentage of previous year earnings specified in Section 3.

B. If they do not present themselves or are not available for active employment prior to August 1, said employees shall receive no vacation or vacation pay in the year of their return.

During the calendar year following their return, employees returning to the employ of the Employer

from the Armed Services shall receive vacation benefits, as follows:

- (1) Employees terminated prior to the vacation period shall receive the vacation pay provided in Section 3, above.
- (2) Employees not so terminated shall receive the amount of vacation time determined under Section 3, above, and their vacation pay shall be determined as provided in sub-paragraph A of this Section 6.

It is understood that no employee shall receive more than one (1) paid vacation in any calendar year.

**Section 7.** Except as provided in Section 6 of this Article, if vacation pay and/or holiday pay are the only earnings received by an employee in the year previous to the vacation, said employee shall not be entitled to vacation pay in the year of the vacation. If vacation pay and/or holiday pay are not the only earnings said employee shall receive vacation pay as provided previously in this Article.

**Section 8.** In reference to employee eligibility for weekend overtime during approved vacation periods, the following shall apply:

- (A) A vacation period shall include Monday through Sunday of the vacation period, except employees on the midnight shift, which will be Sunday through Saturday.
- (B) An employee shall not be eligible for overtime until their regular shift start time on Monday following their approved vacation period, except employees on the midnight shift which shall not be eligible for overtime until their regular shift start time on Sunday following their approved vacation period.

## ARTICLE V

### Leaves of Absence

**Section 1.** The Employer shall grant Leaves of Absence to any employee selected for a full time position, permanent or

temporary with the International, District or Local Union, or selected to attend any Union convention, school or meeting, for the duration thereof. The seniority of employees granted such Leaves of Absence shall accumulate during such leaves. No more than fifteen (15) employees at one time shall be on leave in any full time position, permanent or temporary, with the International, District or Local Union. Not more than thirty (30) employees at one time, not counting employees occupying such full time positions, shall be on leaves to attend any Union convention, school or meeting.

Leaves to attend Union meetings are conditioned upon verbal notice to the Employer. The granting of all other Leaves of Absence referred to herein is conditioned upon written notice to the Employer. Any notice shall be made sufficiently in advance to enable the Company to make whatever adjustments are necessary to meet the needs of the business.

The Employer shall grant a Leave of Absence to any employee elected to a full time governmental office for the duration thereof. The Employer shall also grant a Leave of Absence to a maximum, at any one time, of ten (10) employees appointed to a full time governmental office for the duration of the initial appointment. The seniority of employees granted such Leaves of Absence shall accumulate during such leaves.

Employees who are members of a recognized Civil Defense Unit, shall be granted Leaves of Absence for Civil Defense. The seniority of employees granted such Leaves of Absence shall accumulate during such leaves.

**Section 2.** An employee with fifteen (15) years of seniority shall be granted a Leave of Absence up to one (1) year's duration for any reason upon the employee's request. An employee with eight (8) years of seniority shall be granted a Leave of Absence up to one (1) year's duration upon the employee's request for the sole purpose of establishing and entering into a business for themselves. Such a Leave of Absence will not be granted for the purpose of accepting employment with any other business concern, industrial or otherwise. Employees

with five (5) years seniority may be granted a Leave of Absence up to one (1) year's duration, if the Employer and the Union consent thereto. Employees who meet the eligibility requirements under the foregoing paragraph only shall be entitled to one (1) Leave of Absence during the term of this Agreement.

An employee with one (1) or more years of seniority shall be eligible for a Leave of Absence without pay for justifiable reasons not connected with business ventures or employment outside the Company. A Personal Leave of Absence without pay may be approved by the Employee Relations Office for a period not to exceed thirty (30) calendar days.

Seniority employees may be granted a maximum of twelve (12) months unpaid leave of absence for child care purposes. Such leave may not commence earlier than the date of birth of the employee's child nor may the leave commence after the child's tenth (10th) birthday. If both parents of a child are employees, leave for child care purposes may be granted to only one of the employees. Employees shall be entitled to only one (1) leave of absence for child care purposes during the term of this Agreement.

Employees granted Leaves of Absence under this Section must take a physical examination, if required by the Employer, before the beginning of the Leave of Absence and upon their return therefrom, and must be found to be physically qualified for work. Seniority shall accumulate during Leaves of Absence granted under this Section.

Employees placed on an approved Leave of Absence under this Section who elect to return to work prior to the normal expiration date of their leave, must notify the Company at least five (5) working days in advance of their expected date of return to work.

**Section 3.** Any employee who has at least twelve (12) months of seniority and has worked at least eight (8) months in the previous twelve (12) calendar months, will be entitled to twelve (12) weeks of unpaid leave as provided by the Family and Medical Leave Act (FMLA) of 1993. Eligible

employees will be entitled to one such leave within each calendar year (January 1 through December 31). A leave will be granted only to allow an employee to care for a qualified family member's (child, spouse or parent) serious health condition or for employee's own serious health condition or for a child as provided under the act itself. If both parents of a child are employees, leave for child care purposes under the FMLA will be granted to both employees if eligible. The Company will not require employees to utilize either their vacation allowance or their paid sick days as provided for in Article XV, Section 16, before being granted a leave under the FMLA.

**Section 4.** Employees who are disabled due to pregnancy related conditions shall be placed in the status, and be accorded the benefits, that would apply to them if their disability were due to a non-occupational injury or illness.

**Section 5.** The parties agree to be bound by all Acts of Congress governing the rights of servicemen/women and returning servicemen/women.

**Section 6.** In the case of absence because of injury, illness or service in the Armed Forces, seniority shall accumulate.

**Section 7.** Employees returning from Leaves of Absence shall be assigned to the Seniority Division, plant and shift where they were located at the beginning of the leave. They shall fill a vacancy, if any, or if there is no such vacancy they shall replace the most junior employee in the job classification which they occupied at the beginning of the leave. If they do not have sufficient seniority to secure work in said job classification on said shift and plant, they may exercise a shift or plant preference to which they are entitled which preference shall be processed immediately, or they may displace a less senior employee in an equal or next lower paying classification in their Seniority Division, plant and shift if they have the ability to perform the work.

**Section 8.** All Leaves of Absence shall be evidenced by a form in triplicate with a copy to the Employer, the Union and the employee.

## ARTICLE VI

### Grievance & Arbitration Procedure

**Section 1.** Should any disagreement arise between the Employer and the Union or between the Employer and any employee or employees in the Bargaining Unit as to the interpretation, meaning or application of the provisions of this Agreement which disagreement is not adjusted satisfactorily by the immediate supervisor of the employee or employees involved, it shall be adjusted in accordance with the following procedures:

**Step 1.** The aggrieved employee(s) shall present their grievance to the steward and/or Union officer in their area. The grievance shall then be discussed with the employee's immediate Supervisor and/or General Supervisor within no later than five (5) working days following the date on which the aggrieved employee or said steward or Union officer had knowledge of the facts concerning the grievance. If the grievance is not satisfactorily resolved within this five (5) working day period, an additional five (5) working days will be allowed, during which time the aggrieved employee and/or Union Steward and/or Chief Steward shall meet with the Superintendent and/or Area Manager responsible for the area involving the issue in an attempt to satisfactorily resolve the matter. If the grievance is granted and the settlement involves a monetary payment, a copy of the Company's "Grievance Progress Report" on such payment will be given to the steward or Union officer involved. Settlements reached during such meetings shall be considered informal and limited to the particular grievance adjusted and will not be used by either the Company or the Union in their presentation of other grievances through the Grievance and

Arbitration procedure. If the grievance is not satisfactorily resolved a formal grievance may be filed in writing on Company provided forms in five (5) copies, to the aggrieved employee's immediate Supervisor, Superintendent or Area Manager involved or with a member of the Employee Relations Department. Such grievance must be submitted not later than the end of the aggrieved employee's next working shift following the denial. The grievance form will be signed and dated by the Supervisor and/or Company representative and one (1) copy will be returned to the steward or officer involved. If such grievance concerns standards the Supervisor will be allowed three (3) working days to indicate an answer to the grievance.

**Step 2.** The superintendent or a designated representative will, within five (5) working days following receipt of the grievance, meet with the concerned steward and/or officers and other concerned persons, not to exceed five (5) from management and five (5) from the Union. The superintendent or a designated representative shall indicate whether the grievance is granted or denied on the grievance form and date and sign such form. If such disposition is satisfactory to the Union, two (2) copies of the grievance form will be given to the steward or officer involved. If the disposition is not satisfactory, the steward or officer will so indicate on the grievance form. The steward or officer will retain one (1) copy and the superintendent or a designated representative will forward the remaining three (3) copies to the Employee Relations Office. A Union representative or other concerned persons attending the meeting during their working hours shall do so without loss of earnings for time spent in such meeting.

**Step 3.** The Company, within ten (10) calendar days and at a mutually agreeable time, will meet with the Union Committee and the Union's International Representative may attend such meeting. The Employee Relations Office will give a written answer to the grievance, returning one (1) copy of the grievance form to the Union, within five (5) working days of such meeting. Any Union representative attending the meeting during their working hours shall do so without loss of earnings for time spent in such meeting. In the event the presence of a Union representative assigned to a night shift is required at such meeting to discuss a grievance which arose within their area, the Company will pay such Union representative at their straight time rate of pay, for their time spent in the meeting.

**Section 2.** In the event that a grievance involving the interpretation, meaning or application of this Agreement shall not have been satisfactorily adjusted in the foregoing steps of the grievance procedure, it may be taken to arbitration by either party upon written notice to the other within fifteen (15) working days of the Company's above mentioned answer in Step 3 of the Grievance Procedure.

In the event that a grievance is taken to arbitration, there shall be a single arbitrator selected in the following manner:

The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) names of individuals who are available to act as arbitrators. On grievances which involve potential continuing financial liability, such joint request must be made within fifteen (15) working days following its appeal to arbitration. If the parties are unable to agree upon one of the individuals so named, the parties shall strike names from the list until one (1) individual remains. The Federal Mediation and Conciliation Service shall then be requested to appoint the remaining individual as an arbitrator.

The arbitrator may interpret the Agreement and apply it to

the particular issue presented to him/her, but he/she shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement or any agreement made supplementary hereto. It is agreed that any dispute arising incident to the negotiation of the terms of any new agreement or modification of this Agreement is not covered by this Article, the sole purpose of which is to make grievances arising out of and during the term of the Agreement subject to arbitration.

The arbitrator, in any case upon which he/she has power to rule under the terms of this Agreement, shall hold hearing upon the issue, make such investigations as he/she shall deem necessary and proper to a decision and render his/her decision in writing within a reasonable time. Such decisions shall be final and binding upon all parties to this Agreement. The expenses and fees of the arbitration shall be borne equally by the parties.

Any grievance not filed within the time limits specified above or processed from step to step in the manner provided for herein, unless mutually extended or changed by both parties in writing, shall be deemed conclusively settled on the basis of the Employer's answer. Any grievance not appealed to arbitration in the manner and within the time limits provided herein, unless mutually changed or extended by both parties in writing, shall be deemed conclusively settled on the basis of the Employer's answer in Step 3 of the Grievance Procedure.

No grievance shall be recognized unless it is presented in accordance with the Grievance Procedure provided for above. In the event that a grievance is filed regarding the layoff, suspension, or discharge of an employee, and it is determined in an arbitration proceeding that the employee has been laid off, suspended, or discharged in violation of this Agreement, the employee shall be restored to their job and shall be paid for time lost by the employee in the amount the parties may agree upon or as an arbitrator may direct. If the parties settle such a case prior to arbitration, such settlement may be with or without back pay, as agreed by the parties.

The parties shall cooperate to expedite the processing of grievances and their arbitration. Arbitration awards and grievance payments for the Union shall be paid by the second pay period following the final disposition.

**Section 3.** The foregoing Grievance and Arbitration Procedure provides the exclusive means for settling of disputes between the parties or between the employees and the Employer and the exclusive means for the processing of claims by the Union or employees against the Employer.

**Section 4.** The President, Vice-President, Recording Secretary, Financial Secretary-Treasurer, members of the Rate Committee and members of the Safety Committee, as designated by the Union, will have access to all individual plants and departments in the performance of their duties.

Stewards and Rate Committee Persons shall not lose earnings, which earnings shall be paid by the Employer, for their participation in joint meetings as outlined in the Grievance and Arbitration sections of this Article. It is understood that not more than two (2) such Rate Committee Persons shall attend any such joint meeting. The provisions of this paragraph concerning protection against lost earnings do not include the Union's Time Study person's activities, which are described in the Agreement, or the activities of the Union's Rate Committee Persons or Mixed Job Committee Person in observing rates and jobs as provided in this Section. Such provisions also do not include the time of Stewards or the Union's Rate Committee Persons in examining time studies or other standards data as described in this Agreement.

For pay purposes only, Union Chief Stewards and officers, not exceeding the number of employees specified in Section 5 below, shall not lose earnings, which earnings shall be paid by the Employer, for their participation in certain joint meetings which are not specifically outlined in the Grievance and Arbitration sections of this Article. Such joint meetings must either be called by the Employer or consented to by the Employer pursuant to a request from a Union Chief Steward or officer. Such joint meetings for the purpose of this para-

graph must also have a previously agreed to time, place and subject matter.

For pay purposes only, the Union Safety Committee not to exceed two (2) members, shall not lose earnings, which earnings shall be paid by the Employer, for participation in Employer initiated meetings. Such joint meetings for the purposes of this paragraph must also have a previously established time, place and subject matter.

**Section 5.** Notwithstanding the foregoing provisions, the President, Vice President, and Financial Secretary-Treasurer of the Union, one (1) Skilled Trades Chairman, nine (9) Chief Stewards, two (2) Rate Committee members, and one (1) Safety Representative, to be designated by the Union, shall be entitled to leave their work during regular, straight time working hours for the purpose of handling grievances and other related Union matters, without any loss of pay. Such pay hours shall not exceed forty (40) hours a week. The Union President, Vice President, Financial Secretary-Treasurer, Skilled Trades Chairman, nine (9) Chief Stewards, two (2) Rate Committee members, and one (1) Safety Representative, designated by the Union will be entitled to such payment for regular, straight time hours spent in the Plant or at the Union Hall on Union business. The Union will notify the Company, in writing, of the sixteen (16) employees covered by this provision.

For the purpose of overtime assignments, sixteen (16) employees covered by this provision will retain assignment rights in their regular classifications based on their availability for such assignments. The Company shall not be liable, however, for any missed assignments due to their unavailability.

**Section 6.** If it is ruled in an arbitration case that a rate of pay or a standard violates this Agreement, the arbitrator shall also decide whether the earnings of the aggrieved employees who worked on said rate of pay or standard should be re determined back to the date of the grievance at the standard established on the operations as a result of the decision that the Agreement was violated.

This Section shall apply only to rate of pay and standards established after the effective date of this Agreement or rates of pay or standards changed after the effective date of this Agreement.

**Section 7.** (a) Instances of grave concern to both parties, which involves all or large groups of employees or discharge for just cause grievances, either party may mutually initiate matters for adjustment in Step 2 or Step 3 of the foregoing Grievance Procedure.

- (b) If an employee is called into the Employee Relations Office or any supervisor's office to be disciplined or discharged, the employee shall be offered Union representation in a number not to exceed the number of management members present.
- (c) Any matter alleging harassment of an employee by supervision, may be made the subject of a grievance and processed through the Grievance and Arbitration Procedure set forth above.
- (d) A Union Steward, upon notification to their supervisor, will be released from their job within a reasonable period of time for the purpose of discussing a grievance with an employee in their area of representation.
- (e) When determining the appropriate disciplinary suspension period, the Company will consider a Saturday, Sunday, or Holiday as a potential lost work day providing that at the time the disciplinary action is being imposed, the employee has already been scheduled to work the particular Saturday, Sunday, or Holiday.

## ARTICLE VII

### Seniority

**Section 1.** Seniority is defined as an employee's total length of continuous service with the Employer, from the date of the employee's first employment or re-employment following a break in continuous service as defined in Section 4 below. Seniority shall be applied by Classification,



Production Department, Seniority Division, and Plant as specifically provided in this Agreement.

In connection with the remaining provisions of this Agreement, the following separate plants are recognized:

Plant 59A - (Fuel Rail, Hose/Accumulator/Fab)

Plant 59B - (Plate and Fin Operations)

Plant 59C - (Condenser Operations)

Plant 59D - (Radiator Operations)

Plant 59E - (Compressor Operations)

Plant 59F - (Scroll Compressor Operations)

Plants 59A, 59B, 59C, 59D, 59E and 59F will be regarded as one plant for employees with the following divisional seniority: Automotive Mechanic, Automotive Mechanic (Industrial Equipment); Bricklayer; Carpenters; Charge Board; Cutter Grinder; Electrician; Instrument Repair; Inventory Control; Lubrication Specialist; Machine Group (Tool Room); Machine Maintenance and Repair; Maintenance Welding; Miscellaneous Labor; Parts Salvage; Power House Engineer; Plumber/Pipefitter; Product Shipping; Receiving and Layout Inspection; Stock Control (Tool Crib); Tool Gauge Fixture; Water Treatment; Material Handling.

This is to confirm our understanding that plant seniority, as defined in this Article, will be applied by product line rather than geographical location, except in such cases as e.g., in the Press Room and Paint Room, where automotive parts and refrigeration parts are being produced concurrently on the same equipment. In such cases, geographic considerations will take precedence. The Company will in instances of continuing exceptions inform the Union of such continuing exceptions and discuss the appropriateness of seniority application.

The application of plant seniority within FS-10 Phase I, FS-10 Phase II, FS-10 Phase III, and FS-10 Phase IV Production Departments as defined in this section of the Labor Agreement will be applied by product line. However, where the job assignment is on a part which is common or identical to both departments, plant seniority will then be

applied by geographical location.

Section 2. Attached to this Agreement as Appendix A is a list of divisions presently recognized for seniority purposes. Production Departments, as used in this Agreement, are defined in Appendix B.

When the Employer establishes a new job or department, changes the product of an existing plant, introduces a new product or products, adds a product or products to an existing plant, moves a product or products from one plant to another plant, or constructs a new plant or enlarges existing plants, it shall place the work involved in the plants identified in Section 1, establish new plants under Section 1, place the work in an existing Seniority Division or Divisions and/or establish one or more new Seniority Divisions. If the seniority placements are clearly identical to existing Seniority Divisions they will be placed in existing Seniority Divisions. These seniority placements will be negotiated with the Union and although the Employer may place them into effect pending agreement, are subject to mutual agreement on established new Divisions or new Production Departments. With the exception of the foregoing contingencies, Production Departments which are in effect on the date of ratification of this Agreement or any new Production Department which may be established shall not be unilaterally changed by the Employer. Openings which occur as the result of the establishment of a new Seniority Division or Production Department will be posted as provided for elsewhere in this Agreement.

Seniority lists shall be provided to the Union on a weekly basis.

Section 3. A new employee shall acquire seniority when the employee has actually worked forty-five (45) days with the Employer. Their seniority shall date back to the day they started work and shall be in the Seniority Division to which they are permanently assigned at the end of the probationary period. During the probationary period the Employer shall be the sole judge of whether such employee shall be continued in

employment. New employees hired into one of the apprenticeable skilled trades classifications will not be subject to bumping, job preference and improvement, and transferring during the first thirty (30) working days of the probation period.

In the event that employees are laid off during their probationary period, they shall be credited with time previously worked in that probationary period if they are re-employed within one hundred and eighty (180) calendar days from the date of layoff. Employees re-employed within the one hundred and eighty (180) calendar day period, shall upon completion of an accumulative total number of working days equal to their probationary period, have their seniority established as of the original date of their employment.

**Section 4.** The seniority of an employee shall be broken for the following reasons:

- (a) If the employee quits, retires, or is discharged for just cause.
- (b) If the employee is absent from work or fails to report their absence from work for three (3) consecutive working days except for good cause. The reason for the employee's absence or failure to report will be discussed with the Union prior to the termination of an employee's seniority under this sub-section. It is understood that in the application of this sub-paragraph, only one (1) call-in will be required for employees on Sick Leave or who are in the hospital, provided they present a doctor's statement to the Employee Relations Department upon their return to work.
- (c) If an employee is laid off from work for a period of:
  - (1) Seventy-two (72) consecutive months if the employee has six (6) or less years of seniority at the time of layoff; or
  - (2) Years equal to the number of years of service for employees with more than six (6) years seniority at the time of layoff.
- (d) If an employee fails to report for work within seven (7)

calendar days after recall from layoff. An employee, however, must notify the Employer within twenty-four (24) hours, not including Saturdays, Sundays, and Holidays, following the day of delivery of such notice of recall to receive the aforementioned seven (7) days, and retain their recall and seniority rights. The Employer shall have discharged its obligation to notify an employee of recall if it mails a registered or certified letter to the employee's last address on file in the Employee Relations Office. The seven (7) day period may be extended by the Employer for good cause.

**Section 5.** The Employer agrees that it will make reasonable effort to avoid combining jobs involving duties of two (2) Seniority Divisions. When it is necessary to combine jobs between two (2) Seniority Divisions, the following procedure will apply:

- (a) The parties shall establish a standing committee which shall be comprised of two (2) representatives for the Union and two (2) representatives for the Company.
- (b) This committee shall meet weekly, unless otherwise mutually agreed, for the purpose of negotiating seniority placements of combined jobs, and for the purpose of discussing any problems attendant to combined jobs.
- (c) When a job of less than eight (8) hours exists in one Seniority Division it shall be combined with another job in the same Seniority Division and shall be kept in the same Seniority Division. Only in the event that a job of less than eight (8) hours exists in one Seniority Division and there is no other job or jobs in the same Seniority Division with which it may be combined to make up eight (8) hours of work shall such job be combined with a job in another Seniority Division.
- (d) It is agreed that a combined job shall be placed into the Seniority Division in which more than fifty percent (50%) of the work is performed.
- (e) The Company agrees that it will not place combined jobs into effect unless and until such jobs have first

been discussed as per sub-paragraph (b) above. The Union will be given written notification of such combined jobs and combined jobs will be periodically reviewed for appropriateness.

- (f) The rate of pay of a combined job shall be the highest rate of the jobs involved regardless of the Seniority Division in which it is placed.
- (g) The joint Company and Union Combined Job Committee will establish committee operating procedures.
- (h) A mixed job may be run during an overtime period providing the operation for which the mixed job was initially established is working, the work performed is within the scope of the mixed job description and the employee performing the mixed job does not spend in excess of one-half (1/2) of the total overtime period performing work normally assigned to the other Seniority Division making up the mixed job.
- (i) Vacancies created on mixed jobs by the reassignment of an employee will be filled by offering the opening to employees in lower rated jobs in the Production Department, Seniority Division, Plant and Shift where the opening occurs. It is understood that this paragraph does not apply to filling the initial opening.

**Section 6.** Once only during the term of this Agreement, employees promoted or transferred from the Bargaining Unit to other work with the Employer shall continue to accumulate seniority up to a maximum of three (3) months following the date of promotion or transfer and may be returned to the Bargaining Unit within that period of time at the sole discretion of Management.

Beyond the above period of time, employees shall not return to the Bargaining Unit with seniority. If, however, such employees are transferred back into the Bargaining Unit by the Employer during the three (3) month period, they shall be assigned to the classification from which they were promoted or transferred, if they have sufficient seniority, or if not to a

lesser-rated classification in their Seniority Division.

This Section shall not apply to employees transferred into the Bargaining Unit from the Teamster's Bargaining Unit. Such employees will be credited only with seniority previously accumulated in the Bargaining Unit.

**Section 7.** In recognition that the requirements of the business may necessitate temporary adjustment of the work force, in addition to work force reduction outlined in Section 8, below, employees engaged in Assembly operations in Plant 59 may be laid off, when all of the Assembly operations at Plant 59 are being shut down, by seniority and classification within operations groups. However, in one such shutdown per calendar year, the employees so laid off need not be laid off by seniority until the line is cleared.

**Section 8.** When the Employer reduces the work force, the following steps will be applied:

- Step 1.** The junior employee in the classification shall replace the junior employee in the Production Department, on the Shift, in the Seniority Division where the reduction in force is to become effective, whose work they can perform.
- Step 2.** The displaced employee from Step 1. above shall replace the junior employee working in any Production Department, on their Shift, in their plant, and in their Seniority Division, whose work they can perform.
- Step 3.** The junior employee displaced by Step 2. above shall replace the junior employee in their Seniority Division, whose work they can perform.
- Step 4.** The junior employee displaced by Step 3. above shall replace the junior employee in the Bargaining Unit, whose work they can perform. Employees who do not have sufficient seniority to remain at work in the Bargaining Unit or who cannot perform the work of any less senior employees will thereafter be laid off.

During the course of a layoff, changes in rates of pay shall be effective at the beginning of the work day following the day of reassignment.

**Section 9.** When the work force is increased following a layoff, employees will be recalled as follows:

Employees laid off from the plant will then be recalled to openings by seniority. If the job to which they are being recalled is a skilled trades job as identified in Article XIV, and the employee being recalled has not previously performed work in that classification, the Employer may recall less senior employees to work by seniority who have previously held the classification. In non-skilled trades classifications, if no employees on layoff have previously worked in the classification, however, and it is necessary to train an employee before hiring a new employee, the senior employee on layoff will be recalled to such job.

The only exception to the above will be:

- (1) On the day of recall, employees engaged in Assembly operations at Plant 59 (including employees assigned to work with these Production Departments, but not subject to the standard) may be recalled by Production Department, provided that if less than all of one of said departments is recalled, the employees recalled shall be the senior employees in said Production Department.
- (2) When the production operations of two or more plants have been shut down for vacations or for a shutdown of more than two (2) weeks, and one or more plants resumes operations before the other or others, employees who are on layoff and who have seniority greater than that of the employees who have been recalled to the plant or plants which have resumed operations need not be recalled until the plant from which they were laid off resumes operations. In the event that both shifts of the plant from which they were laid off resumes operations on the same day, said employees will return to the shift from which they were laid off. This sub-paragraph is subject to the provision that the period in which they

are not so recalled shall not extend for longer than a week (Saturday through the following Sunday) unless a holiday is observed on the Monday following said Sunday, in which event the period in which they are not so recalled shall be extended to include said Monday. This sub-paragraph may only be used once per calendar year.

**Section 10.** It is recognized that in order to keep the plant in effective operation when the work force is being reduced or increased, it may be necessary to retain or recall employees in certain skilled or special classification jobs provided the senior employees have not performed the work. Employees who are retained out of line of seniority to work in special classification jobs will be utilized only on the specific special classification job. Special classification jobs, as used in this Agreement, are designated in Appendix "C". Senior employees laid off will be recalled no later than ninety (90) calendar days from their date of layoff and displace the junior employees retained in special classification jobs under this Section. When Employees are retained out of line of seniority, the company will post the opening no later than sixty (60) calendar days from their date of layoff. Employees who are on a layoff shall not be recalled out of line of seniority to perform special classification work.

If an employee has held a "T" in a special classification for thirty (30) working days or more, the employee can be retained out of line of seniority for a work assignment in a special classification.

**Section 11. Temporary Layoff, Production -** When it becomes necessary to temporarily lay off an employee from a particular Production Department, Seniority Division, and shift, and the duration of the layoff is one (1) day or less, the employees whose work is being discontinued will be given the option of accepting the temporary layoff or replacing the junior in the Production Department, Seniority Division, and shift.

Production employees may elect to accept temporary lay-

offs of greater than one (1) day on a voluntary basis. Volunteers at work in the Department, in the Seniority Division and on the shift where the reduction is to occur, will be placed on temporary layoff by seniority. Junior employees in the Production Department, Seniority Division and shift will be placed on temporary layoff if a sufficient number of volunteers cannot be obtained.

Employees temporarily assigned to another shift for training in a special classification will be temporarily laid off before any employees regularly assigned to the Shift in the Production Department where the temporary layoff is to occur, unless the employee is retained for continued training. The trainee is not to be retained to perform work of another employee who was placed on temporary layoff.

Production employees may elect to be assigned to another Production Department if within a calendar month they accumulate a total of sixty (60) hours of mandatory temporary layoff time, or if they have been temporarily laid off for more than forty (40) consecutive hours within a calendar month. Such elections must be made by submitting the appropriate form to the Hourly Employment Office between the period commencing on the 15th of the month and not later than the end of the 1st shift on the last working day of the month to be effective for the subsequent month. Once an employee submits a form electing to be reassigned, that election will remain valid until cancelled by the employee. Cancellations must also be made between the 15th and the last working day of the month.

Once an employee has accumulated a total of sixty (60) hours of mandatory temporary layoff time within a calendar month, or has been temporarily laid off for more than forty (40) consecutive work hours within a calendar month, and has elected to be manpower adjusted in accordance with the above procedure, the employee will be manpower adjusted to any other Production Department in their Seniority Division on their shift where junior employees are working. If there are no junior employees available in the Seniority Division on the

shift, the employee will replace the junior employee in the Bargaining Unit.

It is understood that a shutdown period, not to exceed, one (1) week immediately preceding and/or immediately following a scheduled vacation period and/or Christmas Holiday period will not be considered as a temporary layoff as applied against either the forty (40) consecutive or sixty (60) accumulative hours within a calendar month.

All seniority rights contained in this section are subject to the limitations of Article VII, Section 10.

**Section 12. Temporary Layoff, Skilled Trades** - When it becomes necessary to temporarily lay off an employee assigned to an apprenticeable skilled trade classification and the duration of the layoff is one (1) day or less, the employees in the particular apprenticeable skilled trade classification assigned to the crib, on the shift where the temporary layoff is to occur will be given the option, by seniority, to be placed on temporary layoff or replace the junior employee on the shift in the seniority division. If after placing all the volunteers within the particular apprenticeable skilled trade classification in the crib, on the shift on temporary layoff, there is a need for additional employees in the apprenticeable skilled trade classification to be temporarily laid off, the junior employees in the particular skilled trade classification on the shift will be placed on temporary layoff. In instances where employees assigned to an apprenticeable skilled trade classification are involuntarily placed on temporary layoff, apprentices on the shift will be laid off before non-journeymen and non-journeymen will be laid off before journeymen.

When it becomes necessary to temporarily lay off an employee assigned to an apprenticeable skilled trade classification and the duration of the layoff is greater than one (1) day, the employees in the particular apprenticeable skilled trade classification assigned to the shift where the temporary layoff is to occur will be given the option, by seniority, to be placed on temporary layoff. If after placing all the volunteers

within the particular apprenticeable skilled trade classification, on the shift, on temporary layoff there is a need for additional employees in the apprenticeable skilled trade classification to be laid off, the juniors in the particular skilled trade classification on the shift will be placed on temporary layoff. In instances where employees assigned to an apprenticeable skilled trade classification are involuntarily placed on temporary layoff, apprentices on the shift will be laid off before non-journeymen and non-journeymen will be laid off before journeymen.

Scheduling of employees in apprenticeable Skilled Trade classifications during the Plant vacation shutdown period and the Christmas holiday shutdown period will be in accordance with the following procedure:

- A. During the above designated periods, apprenticeable Skilled Trade employees may, without issuance of a Form 9 (Hourly Status Change), be reassigned to another shift with the understanding that at the end of the shutdown period, the employees affected by the shift change will return to their regularly assigned shift.
- B. An employee's shift assignment will be scheduled in the following manner:
  - Senior employees who can be assigned to their regular shift will be scheduled to work on their shift.
  - Employees who do not have the seniority to work on their regular shift, but have the seniority to work, will be scheduled to work on another shift.
  - Work assignments during the above designated periods that are made after the initial schedule will be made by seniority from the group of employees within the particular Skilled Trade Seniority Division that have not been previously scheduled to work.
- C. Overtime assignments during the above designated period will be scheduled by seniority as provided elsewhere in the Labor Agreement. Employees who have been temporarily assigned to a shift other than their reg-

ular shift, will have their seniority combined with the employees regularly assigned to the shift where the overtime is to be worked.

- D. Employees who work on Saturday, Sunday or Holidays will receive the appropriate premium rate as provided in the Labor Agreement.
- E. During the above designated periods, the provisions of Article XV, Section 9 will be waived so as to allow for the temporary shift reassignment of a Skilled Trade Union representative whenever the Union representative's seniority allows him/her to work but he/she cannot be scheduled on his/her regular shift.

**Section 13. Special Classification Bidding.** Whenever an opening occurs in either a new or existing special classification, the following procedure shall be followed:

- Step 1. Offer the opening to the back-up in the particular special classification, by seniority, in that Seniority Division, Production Department, Plant and Shift where the opening occurs.
- Step 2. Recall the senior eligible employee who is currently assigned to the Seniority Division, Production Department, Plant and Shift where the opening exists.
- Step 3. If there are no employees in the Seniority Division, Production Department, Plant and Shift where the opening exists who are eligible to be recalled to the special classification, the Company will then recall the most senior employee who is eligible for recall to the special classification on the shift where the opening exists.
- Step 4. If there are no employees eligible to be recalled, the opening will be posted at the major entrances of the plant for bidding by all employees for a period of three (3) days exclusive of Saturday, Sunday or Holidays.

When an opening is posted, the posting shall indicate the

number of openings, however, the number of openings shall be subject to change. If the number of opening(s) change, the Union will be notified of such changes within 24 hours from the time the change was made.

**Special Classification Bidding (Back-up).**

If a back-up in a Special Classification is required, the number of employees assigned to the back-up position within a Production Department and or a shift will be in accordance with the following ratio:

1-4 permanent positions: no more than 1 back-up

5-8 permanent positions: no more than 2 back-ups

9-12 permanent positions: no more than 3 back-ups

13-16 permanent positions: no more than 4 back-ups

17-20 permanent positions: no more than 5 back-ups

Chief Stewards and Stewards who are a Back-up to a Special Classification job shall not be included in the calculation for the number of Back-ups.

Immediately following the awarding of jobs as a result of job improvement, all Back-up Positions will be refilled.

If a back-up in a Special Classification is required in the Compressor Machining Seniority Division and the Compressor-Fabrication Seniority Division, the number of employees assigned to the back-up position within the Production Department and or a shift will be in accordance with the following ratio:

1-3 permanent positions: no more than 1 back-up

4-6 permanent positions: no more than 3 back-ups

7-9 permanent positions: no more than 4 back-ups

10-12 permanent positions: no more than 5 back-ups

13-15 permanent positions: no more than 6 back-ups

16-18 permanent positions: no more than 7 back-ups

19-21 permanent positions: no more than 8 back-ups

Chief Stewards and Stewards who are a Back-up to a Special Classification job shall not be included in the calculation for the number of Back-ups.

Immediately following the awarding of jobs as a result of job improvement, all Back-up Positions will be refilled.

Except in cases reasonably beyond the control of the Employer, back-ups on the shift will be utilized to cover absence and temporary assignments. Employees who are currently holding a special classification job and choose to bid on a back-up in another classification may only bid on an equal or higher rated classification. Employees who are awarded back-up positions will continue to retain their job preference and improvement rights as provided in Article VIII, Section 1 of the Labor Agreement. Employees assigned as back-ups, as well as the classification they perform daily, will be designated on the seniority run. Back-ups will be paid the highest rate of pay of either classification. Employees in a back-up classification will be subject to manpower adjustment and bumping in either classification, however such employee shall not lose their production department and shift provided the employee who would displace such employee does not have the ability to perform the particular back-up classification.

Whenever an opening occurs in a special classification and the position to be filled is a "back-up", the following procedure shall be followed:

Step 1. Employees assigned to the Production Department, Seniority Division, Plant and Shift where the back-up position is required who are eligible for recall and those employees who have held the special classification during the previous 12 calendar months will be given the opportunity, by seniority, to volunteer for the back-up position.

Step 2. When there are not enough volunteers for a back-up position in a particular special classification, the back-up position will be posted in the Seniority Division, Production Department, Plant and Shift for three (3) days, exclusive of Saturday, Sunday or Holidays. The posting shall indicate that the position is a back-up for a special classification.

Step 3. If no one bids for the back-up position in the Plant, Production Department, Seniority Division and Shift where the opening exists, the back-up position will be posted at the major entrances of the plant for bidding by all employees for three (3) days exclusive of Saturday, Sunday or Holidays. The posting shall indicate that the position is a back-up for a special classification.

Step 4. If no one bids for the back-up position under Step 3 above, the junior employee in the Plant, Production Department, Seniority Division and shift where the back-up is required, who does not currently hold a special classification, shall be assigned to the back-up position. If an employee is placed in a back-up position by this step, the employee will retain their job improvement rights as provided for in Article VIII, Section 1.

When an opening is posted, the posting shall indicate the number of openings, however, the number of openings shall be subject to change. If the number of opening(s) change, the Union will be notified of such changes within 24 hours from the time the change was made.

With respect to the application of recall to special classification jobs in this Article, the following guidelines shall be utilized:

1. If an employee is assigned to a special classification at the time they are awarded a bid under the provisions of this Article, the employee will not be recalled or temporarily borrowed to that special classification.
2. If an employee is assigned to a special classification and job improves to another classification, the employee will be given the option to be removed from the special classification recall list. Employees who have elected to be removed from the special classification recall list will not be recalled or temporarily borrowed to that special classification.
3. If an employee is assigned to a special classification at

the time they submit a transfer request in accordance with Article VIII, Section 2 the employee will be given the opportunity to be removed from the special classification and if they so elect, the employee will not be recalled or temporarily borrowed to that special classification.

4. If an employee is assigned to a special classification at the time they are manpower adjusted to a non-special classification, or on Seniority Layoff, the employee will be given the opportunity to be removed from the special classification and if they so elect, the employee will not be recalled or temporarily borrowed to that special classification. Employees who elect to be removed from a special classification must submit a Company provided form, removing themselves from the special classification, to Hourly Personnel no later than 6:00 A.M. on the Wednesday following such manpower adjustment.
5. Employees will not be recalled to a special classification if the employee has not been assigned to the particular special classification within the previous one year period from the date of recall.
6. Employees assigned to a special classification will not be recalled to any other special classification while so assigned.
7. Employees laid off from a special classification will be recalled by seniority on the shift with the exception of those employees excluded by items #1 through #6 above.
8. Employees who are no longer eligible for recall to a special classification may utilize the self-qualification process to be placed back on the recall list for the particular special classification, in their Plant, Production Department, Seniority Division and Shift. Employees who successfully demonstrate their ability to perform the work will be issued a Form 9 and will be placed on the recall list effective the Monday following their com-



pletion of the self-qualification process.

9. An employee who transfers into a special classification after being out of the special classification over a period of twelve (12) months will be required to demonstrate their ability in the said special classification job in order to retain all of their seniority rights defined in the Labor Agreement. An employee who fails to demonstrate their ability to perform the work in a normal and average manner under this sub-paragraph will be returned to the Plant, Shift, Seniority Division, and Production Department from which they transferred.
10. During Job Improvement week employees may make written application on a form provided by the Labor Relations office to be removed from any or all special classification recall lists. Employees who elect to be removed from the special classification recall list will not be recalled or temporarily borrowed to the special classification beginning the second Monday following Job Improvement week.

Employees currently assigned to the 5341 and 5342 classifications, as of July 1, 2000, who make themselves available, will be trained and upgraded to the 5343 classification no later than January 1, 2001. Furthermore, employees entering into the 5341 classification, who make themselves available, will be trained and upgraded to the 5343 classification no later than 6 months from the time they enter the classification. Employees not being trained within the 6 month period, will receive the full rate of pay of the 5343 classification.

Employees awarded bids to special classification openings in accordance with this section will not be eligible to bid on any other opening(s) for a period of three (3) months. The maximum number of job bid awards and/or transfers shall not exceed four (4) in a calendar year.

Eligible employees who have bid for posted special classification openings will be awarded such classification based upon their seniority and their ability to perform the work. The

name of the successful bidder will be posted and the Employer will transfer the employee to such classification within fifteen (15) calendar days. In cases where multiple openings are required, the parties will meet and determine a reasonable length of extension to the fifteen (15) days. Employees so transferred may be placed on any job within the classification and may be transferred between jobs in that classification as required.

Employees who are awarded a job bid to either a new Seniority Division, new Production Department and/or a new job classification will not be subject to bumping, job preference and improvement, and transfer under Article VIII, Section 2, for a period of three (3) months from the date of assignment to a special classification.

Employees who are transferred to a Special Classification Job enumerated in Appendix "C" which they have not previously occupied, and require training, shall receive a rate within the range of thirty (30) cents below the job classification rate; however, the employee will receive a rate within the range no less than the rate of the job from which the employee was transferred. Employees shall be advanced to their job classification rate in accordance with performance, but no later than the completion of the sixtieth (60th) work day. Employees who have held a "T" in a special classification for sixty (60) working days or more shall have all seniority rights as provided in this Labor Agreement, including job preference and improvement rights as provided in Article VIII, Section 1.

The Company has the right to test employees to determine their ability to be trained for a special classification. The Company will make a sample test available to all employees.

An employee who fails a particular test, however attains a score of at least 85% of the passing grade, will be given the opportunity to retake another version of the test on the same subject. An employee who retakes the exam and passes will not lose their place on the seniority list. If an employee fails the second test the employee must wait at least five (5) months before requesting another opportunity to be tested for

an assignment to that special classification. In the event every employee bidding has taken the test, and there is still a need for additional employees the senior employee that failed the test will be awarded the job, however, that employee must attend skills enhancement training on the area(s) they did not pass.

The Union President and/or Vice President and/or designated representative will have the right to examine all tests and test scores.

Employees may request the opportunity to demonstrate their ability to perform the full duties covered by a particular special classification in their Plant, Production Department, Seniority Division, and on the shift through the self-qualification process. This process will start within ten (10) working days after the employee has made the request. Such requests must be made by completing a form available in The Labor Relations Office. Once an employee has successfully demonstrated they can perform the work covered by the special classification, a Form 9 will be entered into their personnel record indicating they are qualified for the special classification and thereby providing them the right, in line with their seniority, under special classification language for overtime and temporary layoff assignments. Further, such employees will be placed on the recall list for that particular special classification.

Any employee who demonstrates their ability to satisfactorily perform all duties covered by a special classification through the self-qualification process will not be required to pass the formal test used by the Company to determine an employee's ability to be trained.

Employees who do not successfully demonstrate their ability to perform the full job covered by the special classification must wait five (5) months before requesting another opportunity to self certify in that special classification.

This section has no application to Skilled Trades employees.

#### Section 14. Non-Special Job Classifications. Openings

in non-special job classifications shall be filled in the following manner:

- Step 1. Offer the opening by seniority to employees in the Plant, Seniority Division, Shift and Production Department where the opening exists. Employees shall not be eligible to be awarded a classification they currently hold.
- Step 2. If no one volunteers for the opening, assign the junior employee in a lower-rated non-special classification in the Plant, Seniority Division, Shift and Production Department where the opening exists. This step will not exclude an employee who is presently holding a back-up position to a special classification.

Employees will be awarded such non-special classification opening(s) based upon their seniority and their ability to perform the work. These employees may be placed on any job within the classification and may be reassigned between jobs in that classification, as required.

If the opening in a non-special classification is in a new Seniority Division, new Production Department or new non-special classification, the opening shall be posted at the major entrances of the Plant for bidding by all employees for a period of three (3) days exclusive of Saturday, Sunday or Holidays. When an opening is posted, the posting shall indicate the number of openings, however, the number of openings shall be subject to change. If the number of opening(s) change, the Union will be notified of such changes within 24 hours from the time the change was made.

Eligible employees who have bid for such non-special classification opening(s) will be awarded such classification based upon their seniority and their ability to perform the work. The name of the successful bidder will be posted and the Employer will transfer the employee to such classification within fifteen (15) calendar days. In cases where multiple openings are required, the parties will meet and determine a reasonable length of extension to the fifteen (15) days.

Employees so transferred may be placed on any job within the classification and may be transferred between jobs in that classification, as required.

Employees awarded bids to such non-special classification opening(s) will not be subject to bumping, job preference and improvement, transfer under Article VIII, Section 2, and may not bid to any other opening for a period of three (3) months from the date of assignment to such non-special classification opening. The maximum number of job bid awards and/or transfers shall not exceed four (4) in a calendar year.

**Section 15.** Openings will be posted when a new maintenance crib is established or when hiring apprenticeable skilled trades for an existing crib, and employees within the appropriate Skilled Trades Seniority Division on all shifts may bid for the opening.

**Section 16.** All seniority rights contained in this Agreement are conditioned upon the ability of the employee who seeks to exercise said rights to perform the work available according to their seniority rights in a normal and average manner. This paragraph shall not be used to permit the Employer to train a junior employee in preference to training a senior employee.

An employee who has been disqualified from a particular classification, shall be prohibited from holding that classification for a period of three (3) years from the date of the disqualification.

Employees assigned to or exercising job improvement on Special Classification Jobs, as set forth in Appendix "C", shall be allowed a sufficient period of time to demonstrate their ability on such job.

The employees assigned to work in any plant in connection with inventory taking in any plant shall be the senior employees by divisional seniority in that plant from the Divisions used in the taking of inventory.

In the case of a plant in which no employees are normally assigned to work, the inventory work shall be assigned, according to divisional seniority, to the most senior employees

from the divisions used in taking the inventory at another plant or plants who are not assigned to their own plant. If, after the original assignment, additional employees are called in to perform inventory at a plant in which no employees are normally assigned to work, the most senior employees from the Divisions used in taking the inventory who are not already assigned to inventory at their own plant shall be called in.

## ARTICLE VIII

### Transfers

#### **Section 1. Job Preference and Improvement.**

Employees with one (1) or more years seniority shall have their choice, according to their seniority, of job classifications and occupations within their Plant, Shift, Production Department and Seniority Division, subject to the following conditions:

- (a) There shall be one (1) period for job preference and improvement during each calendar year. By mutual agreement, the parties shall select a time during each calendar year for job preference and improvement.
- (b) The Employer shall post for five (5) working days the fact that job classifications and occupations are available for preference and improvement. During this period, employees may apply in writing, on Company provided forms to be placed at the major employee entrance, specifying their choice of job classification and occupation. Job Preference and Improvement forms will be made available on the first day of the Job Preference and Improvement sign up period. Within twenty (20) working days after the posting period is completed, employees will be awarded job classifications and occupations according to their seniority. Employees who do not apply during this period shall not have any job preference and improvement rights.
- (c) Group jobs will be defined and posted fifteen (15) calendar days prior to the week of Job Preference and

**Improvement.**

- (d) If an employee has chosen a job classification or occupation pursuant to this Section and the employee is moved therefrom within the same Plant, Shift and Production Department in the course of a reduction of operations, the employee may return thereto when the job classification or occupation again becomes available, by notification to the supervisor at the time it becomes available.
- (e) If an employee is to be on vacation during the entire five (5) day posting period for job preference and improvement, the employee may complete a job preference and improvement form, available in the Employee Relations Office, before going on vacation. If an employee is absent on authorized Sick Leave during an entire five (5) day posting period for job preference and improvement, the Employer will notify the employee by mail, enclosing a Company provided Job Preference and Improvement form, during the five (5) day period. Such notification shall be mailed to the address specified by the employee. Employees who are absent three (3) or more days during the five (5) day posting period as a result of a death in the employee's family, as covered in Article XII, Section 5, will be eligible to submit a Job Preference and Improvement form no later than the Wednesday following the Job Preference and Improvement posting period.
- (f) In the event of hardship cases, additional changes of job classification and occupations may be made by mutual agreement between the Employer and the Union.
- (g) This Section shall have no application to Maintenance Seniority Divisions. Employees in the following Seniority Divisions, however, shall have the right during the period described in Sub-Section 1(b) above to submit application for specific full time work or crib location assignments which exist in their trade:

Electrician	Machine Group (Tool Room)
Machine Maint. & Repair	Tool, Gauge & Fixture
Plumber/Pipefitter	Lubrication Specialist
Charge Board	Cutter Grinder
Maintenance Welding	Miscellaneous Labor
Bricklayer	

- (h) Employees assigned to the Powerhouse Engineer job classification, who are assigned to and working the seven-day Powerhouse operation shall have the right one time per year during the designated Job Preference and Improvement period to select their regularly scheduled day off as long as the selected day off does not interfere with the efficient operation of the Powerhouse and provides the coverage as required.
- (i) Job Improvement rights will be recognized on overtime whenever the employee's seniority entitles them to work and the work in question constitutes a full time job and does not displace another employee at work on their assigned shift. For purposes of this sub-paragraph it is understood that job improvement rights shall not supersede an employee's right to work overtime as provided in Article II, Section 3 of this Agreement.
- (j) Employees who have been awarded a job improvement will not be allowed to permanently forfeit their job improvement.

Employees absent from work for less than four (4) months shall retain their job preference and improvement rights, provided they have the seniority to return to the Plant, Shift, Production Department and Seniority Division in which they were assigned prior to the absence.

**Section 2. Shift, Plant, Production Department and Seniority Division Preference.** Employees with one (1) or more years seniority shall have their choice, according to their seniority, of Shift, Plant, Production Department, and Seniority Division, subject to the following conditions:

- A. Employees may file applications in writing at the Employee Relations Office for a change in Shift and/or

Plant and/or Production Department and/or Seniority Division. The Employer shall prepare and deliver to the Union a copy of such application. The Employee Relations Office will provide personnel during the noon hour so that employees may file such applications at that time. An employee exercising Shift and/or Plant and/or Production Department and/or Seniority Division preference shall fill a vacancy when employees are to be recalled or hired to fill such vacancies. The Employer will transfer the applicant before new employees are hired or recalled and it is understood that such transfers will only apply to the initial vacancy. If, however, an employee has not been transferred to the Shift and/or Plant and/or Production Department and/or Seniority Division of their choice in at least thirty (30) calendar days after their transfer is filed, the employee exercising Shift and/or Plant and/or Production Department and/or Seniority Division preference shall replace the most junior employee in their classification when applicable, or shall replace the most junior employee in the Seniority Division and on the Shift and/or Plant and/or Production Department selected.

The most junior employee so replaced shall take the place of the least senior employee on the Shift in the Plant in the Production Department and in the Seniority Division where the placement occurs and said least senior employee shall be placed on the Shift and/or Plant and/or Production Department and/or Seniority Division of the employee who exercised the preference unless said least senior employee would be placed in another Seniority Division and is not the most junior employee in their Seniority Division. In such cases said least senior employee shall take the place of the most junior employee within their Seniority Division. The most junior employee in the Seniority Division shall be placed on the Shift, Plant, Production Department and Seniority Division of the employee who exercised the

transfer. There the employee shall take the place of the employee who exercised the preference if the job of the employee who exercised the preference was the lowest rated job. If the job of the employee who exercised the preference was not the lowest rated job, the least senior employee will fill the vacancy which has resulted from the assignment of another employee to the job of the employee who exercised the preference. For the purpose of this sub-paragraph a vacancy shall not include short term vacancies resulting from simple absences or sickness.

- B. Employees presently holding a Special Classification who exercise a Plant and/or Shift and/or Production Department and/or Seniority Division transfer will be replaced by the displaced employee providing that employee previously held the Special Classification. If the displaced employee did not previously hold the Special Classification, they will then take the place of the employee recalled to fill the Special Classification vacancy.
- C. The above provision shall have no application to employees in the apprenticeable skilled trades as defined in Article XIV, Section 2(i). Such employees, however, may exercise a preference for the shift and crib assignment according to the provisions and time limitations set forth above. The Employer shall post a notice in all plants, cribs and on all shifts whenever a plant is going into production or a new shift or crib is being established in a plant or on a shift. Such posting shall be made as far in advance as reasonable.
- D. If an employee is transferred under this Section the employee shall have exercised all their transfer rights under this Section for a period of three (3) months from the date of transfer.
- E. In the event of hardship cases, additional changes of Shift and/or Plant and/or Production Department may be made by mutual agreement between the Employer

and the Union. In addition, if changes in Shift or Plant or Production Department under this Section would create operational or production problems, they need not be made if it is so mutually agreed between the Employer and the Union.

- F. It is understood that if an employee requests to change Seniority Divisions through a transfer under this Section, the transfer need not be processed if the transferring employee would be assigned to work the employee does not have the ability to perform or to a Special Classification Job the employee has not previously held.
- G. If an employee is transferred to a new division under this Section they will acquire seniority in the new division effective on the date of their transfer but shall have the right to return to their old Seniority Division during the first fifteen (15) days if the employee is not qualified.

**Section 3.** Applicants under Section 2 of this Article must accept the offer of a transfer if a replacement has been supplied unless their application has been previously cancelled by them in writing at the Employee Relations Office.

**Section 4.** When conflicts exist between employees for a particular job, the order of preference shall be:

- (1) Applicants under Section 1 of this Article (Job Preference and Improvement) by seniority.
- (2) Applicants under Section 2 of this Article (Shift, Plant, Production Department and Seniority Division Preference); provided, however, that if an employee applies under Section 2 during the posting period of Section 1, seniority shall control.
- (3) Employees on layoff. In conflicts between such employees, their length of continuous service with the Employer shall be the determining factor.

## ARTICLE IX

### Temporary Transfers

**Section 1.** The Employer may temporarily borrow an employee for not more than five (5) working days to fill in for an employee who is absent, on recall, pending assignment through bidding, or to perform temporary work subject to the following:

- (a) In borrowing employees between plants and/or Seniority Divisions and/or Production Departments, the employee borrowed shall be the least senior employee on the shift, in the Production Department from which the transfer is made, unless the job to be filled is a special classification Job.
- (b) In filling a special classification job, the Employer will transfer the junior qualified employee from any production department who has previously held the classification and is eligible to be recalled to that special classification.
- (c) The employee borrowed will not be replaced by another borrowed employee under this Section, unless the job to be filled by the first employee is a Special Classification Job.
- (d) Should more than one employee be borrowed on successive days to fill a vacancy under this Section, the five (5) working day limit shall be applied to the combined working days of all such employees.
- (e) The Employer will not borrow employees to replace other employees who have been temporarily laid off from work.
- (f) When borrowing an employee from a group job for a temporary assignment, other than for a special classification job, in that Production Department and Seniority Division, the Company will borrow the junior from the group who does not have a job improvement for that group. When borrowing from a group job improvement where all employees in that group have job

improved, the least senior employee in that group will be borrowed.

**Section 2.** If the period for which an employee is to be borrowed is in excess of five (5) working days, the Employer will recall the senior employee on layoff, per article VII, section 9.

Violations of this provision will be resolved by the Area Manager, Supervisor and Chief Steward of the area. This does not waive the Union's rights to the grievance and arbitration procedure per Article VI of this agreement.

**Section 3.** An employee who is temporarily transferred to a lower-rated classification shall continue to receive the rate of pay applicable to their regular higher-rated classification.

**Section 4.** An employee who is temporarily transferred to a higher-rated classification shall be paid the applicable rate of pay for the classification to which the employee is transferred.

**Section 5.** Employees borrowed during regular working hours under this Article, will be eligible for overtime assignment in the Production Department and Seniority Division to which they are transferred, after all employees regularly assigned to such department have been assigned. The borrowed employee may be forced to work overtime in the Production Department to which they are temporarily transferred after all employees regularly assigned to that Production Department and shift have been assigned. The borrowed employee will, however, retain seniority for overtime assignments in the Production Department and Seniority Division from which they are transferred but will not be forced to work overtime in such departments.

**Section 6.** Employees borrowed during regular working hours under this Article will be considered on the bottom of the seniority list in the department and shift to which they are temporarily assigned in regards to temporary layoff.

## ARTICLE X

### Strikes and Lockouts

The Union agrees that it will not engage in, initiate, authorize, sanction, or support any strike, slowdown, stoppage of work or other interference with production during the life of this Agreement. The Company agrees that there shall be no lockouts during the life of this Agreement.

Regardless of the duration of the strike, slow down, stoppage of work or other interference with production and regardless of any other provisions of this Agreement, both parties retain their rights under the Grievance Procedure and Section 301 of the National Labor Relations Act, as amended.

## ARTICLE XI

### Safety and Health

**Section 1.** The Employer shall observe reasonable practices to protect the health and safety of the employees. Nothing contained in this Article shall affect that responsibility. The Union shall cooperate with the Company's efforts to carry out its obligations to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices. The Company shall institute and maintain necessary precautions for safeguarding the health and safety of its employees, and all employees are expected to carry out their responsibilities in the implementation thereof. Recognizing this high priority on employee health and safety, the parties agree to comply fully with their respective responsibilities, delegations, and duties; and the rulings, interpretations and standards of the Occupational Safety and Health Act of 1970. Neither party waives or repudiates any administrative, procedural or Judicial rights under or relating to the Occupational Safety and Health Act of 1970.

**Section 2.** The Company shall recognize a Union Safety and Health Committee comprised of the Union President, Vice President or their designated representatives and one (1)

other Union representative. Management agrees to meet with the Union Safety Committee on the first (1st) and third (3rd) Tuesday of every month to discuss and review health and safety conditions and practices for the purpose of effectively making constructive recommendations to eliminate unhealthy and unsafe conditions and practices. It is understood that the members of the Union Safety Committee are acting in an advisory capacity on the Committee.

**Section 3.** Reasonable rules and regulations of the Company, not inconsistent with Federal or State laws, designed to protect employees' safety and health shall be complied with by all employees. Prior to implementing any new or revised safety rule or regulation, the Company shall provide copies of the proposed rule or regulation to the Union Safety Committee.

**Section 4.** A representative of the Union Safety Committee shall have written notice of all OSHA citations and penalties and/or abatement periods, and any appeals taken by the Employer, notice of any Employer requests for variances or for hearings on appeals on such requests. The Employer agrees that it shall, upon request, review work-related accidents with the Union Safety Committee and shall post copies of OSHA Form 102 upon the plant bulletin boards.

**Section 5.** The Employer shall:

- (a) Provide adequate fans and ventilation.
- (b) Provide, at its expense, at the Stock Room, raincoats, boots and rainhats, when work requires them.
- (c) Provide the initial pair of safety glasses, to include prescription safety glasses, when required by the Employer.
- (d) Provide, at its expense, acid resistant clothing and boots or treated safety shoes to employees working in acids, either as operators or as employees directly servicing said equipment as operators, such as Material Handlers and Skilled Trades employees.
- (e) Provide, at its expense, welding helmets, cutting torches, tips and goggles to both Maintenance and

Production employees, as required.

- (f) Provide proper filters for face respirators to be changed as needed.
- (g) Replace clothing and shoes obviously destroyed by the operations of the job for all employees, except clothing for those employees who are provided uniforms.
- (h) The Company will furnish to each Skilled Trades employee, seven (7) clean uniforms, consisting of one (1) shirt and one (1) pair of trousers, each week, subject to the terms and conditions established by the Clothing Rental Company.
- (i) Provide, at its expense, gloves, aprons and personal protective equipment to employees, when they are necessary to prevent injury. Replacements of gloves, aprons and personal protective equipment, when supplied by the Employer will be made on the basis of a worn out item of Employer issued equipment. The fact that equipment is soiled or partially worn will not be an acceptable reason for exchange. In the absence of a worn out item of Employer issued equipment for exchange, an employee may purchase a new item of equipment from the Employer at cost. The style, quality and type of equipment furnished shall be determined exclusively by the Employer.

The Union agrees that its members will observe all safety and health rules promulgated under this Agreement and will use all safety and protective equipment furnished for this purpose.

**Section 6.** Employees involved in operations identified under the Occupational Safety and Health Act as having the potential to adversely affect the health of an employee will be afforded the appropriate medical examination as specified under the Act.

The Employer will replace clothing and shoes destroyed by the operations of the job. Glasses or false teeth damaged or broken in the plant as a result of work tasks shall be paid for from the Employees' Benefit Fund and charged to the



Employer's account in the Fund.

**Section 7.** Whenever a nurse is not assigned to the plant, an employee who has completed the standard Red Cross First Aid Course shall be assigned to duty. Nurses shall be authorized to issue passes permitting sick employees to go home.

When the plant or a major portion of the plant's employees are working weekend overtime, the Company will assign a nurse to the plant for medical coverage.

The Employer recognizes the importance of nurses in attendance during working hours. In the event operations increase, the Employer will discuss with the Union increasing the nurses' staff.

**Section 8.** Employees who suffer a lost time accident while at work shall not lose pay thereby for the work shift the accident occurs on. When the Employer sends an employee to a doctor, the Employer shall pay the employee's transportation expenses to and from the doctor's office.

The Union will be notified as soon as practicable when employee(s) suffer a work related accident or illness. Furthermore, The Union Safety Representative will be provided copies of the OSHA Accident Report.

**Section 9.** When an injury claim arises, the Union will be present when the claim is settled, if the employee so requests.

**Section 10.** For safety reasons, any employee assigned to work on a hazardous job in an isolated area shall be accompanied by another employee of the Employer.

**Section 11.** An employee who is totally disabled to perform any work and who receives Worker's Compensation payments because of an injury or compensable occupational disease incurred with the Employer, will be paid the difference between the amount of their weekly compensation benefit and 100% of their regular pay for a week of forty (40) hours. Such payments will be made by the Employer for a maximum of 300 compensable weeks.

To be eligible for such payments, an employee will submit to periodic physical examinations at the request of the Employer. Failure to submit to such examinations or failure

to accept any offer of work with the Employer, will disqualify an employee from receiving such benefits.

Employees receiving Worker's Compensation payments may continue coverage for twenty-six (26) weeks under the Dental Insurance Plan by paying the full group rate and may continue the Vision Insurance Plan by paying the COBRA rate under the terms and conditions of the COBRA continuation provisions of the plan. An employee sent to the doctor by the Company physician for a work related injury will be paid for all straight time lost.

**Section 12. Welfare Fund.** The Employer shall furnish the Union annually with an accounting of the income and expense of the Employer's Benefit Fund. Checks must be signed by a designated representative of each party.

The Company shall contribute one-half (1/2) of the profits received from the concession vending machine to the Employees' Benefit Fund.

**Section 13.** In the event an employee disagrees with a determination of the Employer's Medical Department concerning a Medical Leave of Absence or reinstatement from Medical Leave of Absence, the employee shall have the right to obtain an opinion from their own personal physician at their own expense and present it to the Company physician. If the Company physician and the employee's personal physician do not agree, the Union may request resolution of the dispute by an appropriate medical specialist. Such medical specialist shall be selected jointly by the employee's personal physician and the Company physician. In reaching the decision the selected physician may make a medical examination of the employee or may base their decision on the opinions of the Company physician and/or the employee's personal physician. The decision of the selected physician shall be final and binding upon the parties and the expenses and fees of that physician shall be borne equally by the Company and the Union.

In the event there is a disagreement as to whether or not an employee should be working, the employee shall remain off

work and shall be entitled to receive any insurance benefits to which the employee is otherwise entitled until resolution of the dispute by the selected physician.

## ARTICLE XII

### General Pay Article

**Section 1. Reporting and Call-in Pay.** Except in cases where the Employer does not have an opportunity to give notice because of fire, explosion, general disaster, failure of power lines or utilities or the acts prohibited in Article X of this Agreement, employees who report for work at the scheduled starting time or who are called in to report for work, and who have not been notified prior to reporting that their services will not be required shall receive at least four (4) hours pay at their regular hourly rates, including shift premium. If the Employer is required to pay said four (4) hours pay, it may assign the employees involved for said four (4) hours period to any work in any department for which the employees are qualified which does not require the displacement of another employee at work on their regular job. The employees involved reporting to each particular supervisor will be assigned by seniority within their plant and shift. If said employees do work, they shall be paid the four (4) hour pay and any premium rate required by Article II, Section 6, for hours worked.

Employees who are absent from work for any reason on the day prior to reporting and finding no work available shall not receive pay under this Section, provided, however, that if an employee is recalled from layoff and is unable to report on the day scheduled therefore but calls in and advises the Employee Relations Office of their inability to report as scheduled and of the time that they will report, the employee shall be eligible for reporting pay on the later day.

**Section 2. Jury Duty Pay.** Employees who suffer a pay loss as a result of being subpoenaed for jury duty and who would otherwise have been working shall be paid the differ-

ence between jury pay and what they would have earned if they had worked.

This will include loss of scheduled overtime hours in the instance where the Company has scheduled a nine or ten or more hour work day for one week or more. Jury mileage or meals will not be counted as pay.

**Section 3. Military Reserve Pay.** Employees who have at least one (1) year's seniority and are members of the National Guard or Active Reserve and who attend the two (2) weeks summer encampment thereof and who otherwise would have worked shall be paid therefore the difference between their military pay excluding quarters and allowances and what they would have earned if they had worked.

Military pay differential will be calculated by comparing the employee's military pay, exclusive of quarters and allowances, for one (1) week against what the employee would have earned if they had worked that week.

In order for an employee, serving in the military reserve during the vacation shutdown period, to be eligible to have the vacation shutdown period considered as lost work time, the employee must sign up to volunteer to work during the plant vacation shutdown period and have the seniority to work.

**Section 4. Blood Donors Pay.** Employees who donate blood for employees of the Employer or their immediate families shall not lose pay if such donating takes place during their working hours.

**Section 5. Funeral Pay.** The Employer will pay each employee forty (40) hours at their regular straight time rate as a result of a death of the employee's spouse, mother, father, sister, brother, child, mother or father-in-law, brother or sister-in-law, grandparents, grandchildren, step-parents or step-children, son-in-law or daughter-in-law and half brother or half sister.

The Employer may require proof of death before making payment under this clause.

**Section 6. Rest Periods.** There shall be three (3) ten (10) minute rest periods per eight (8) hour shift. The time for rest

periods, including rest periods during overtime, will be determined by the supervisor, steward and employees in each department provided, however, that no employee who is working a normal scheduled eight (8) hour shift or more shall be required to take a rest period during the first hour of said shift and during the one-half (1/2) hour period immediately following their lunch period.

Overtime rest periods in excess of eight (8) consecutive hours of work will first be given so as to extend five (5) minutes before the end of the shift and five (5) minutes after the beginning of the overtime hours and one additional rest period of ten (10) minutes will be allowed for each successive period of two and one-half (2 1/2) hours worked thereafter.

The Employer recognizes the need for and agrees to provide relief sufficient to relieve employees for emergency reasons.

**Section 7. Shift Premium.** Regular hourly rates will be increased \$.25 per hour for afternoon shifts and \$.35 per hour for midnight shifts.

**Section 8. Mileage Allowance.** Employees whose regular duties require them to use their own automobiles to travel between plants during the course of said duties shall receive a mileage allowance of \$.27 per mile.

**Section 9. General Wage Increase.**

Effective July 1, 2000 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate.

Effective July 1, 2001 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate.

Effective July 1, 2002 a general wage increase of fifty

cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate.

Effective July 1, 2003 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate.

Non-skilled employees in their first through eighth year of service will have their wages adjusted or will receive a lump sum payment in accordance with the following table:

Wage Adjustment Years 1 through 8

Year	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
7/1/2000	.50	.50	.50	.50	.50	70% of full rate	80% of full rate	90% of full rate
7/1/2001	.50	.50	.50	.50	.50	70% of full rate	85% of full rate	95% of full rate
7/1/2002	.50	.50	.50	.50	.50	75% of full rate	85% of full rate	95% of full rate
7/1/2003	.50	.50	.50	.50	.50	75% of full rate	85% of full rate	95% of full rate

**Section 10. Job Classifications.** Attached as Appendix D is a complete listing of job classifications and rates as of July 1, 2000. Inadvertent omissions or additions in the listing may be corrected in accordance with past practice. If, due to technological change or variation in the work schedule by the Employer, no employees remain in a listed classification, said classification will be applicable if the job is again permanently filled.

If a job classification, which is substantially unchanged, is moved from one Seniority Division to another division, the rate of pay shall not be lower in the division where the job is established than it was in the division it came out of.

Whenever a job is to be permanently assigned from a non-special classification to a special classification as the result of a change in the requirements of the job, the Company will meet and discuss the reason for such classification change with the Union. The Union does not waive its right under Article VI of the Labor Agreement in reference to this paragraph.

All relief employees will be paid the rate of the highest regular hourly rated job they relieve except as specified in the Assembly Seniority Division.

When it is determined that a group leader is required for a specific production operation, the senior employee in the Seniority Division assigned to the specific area who is qualified to perform the group leader duties will be given the opportunity to assume the position.

A Group Leader's job will not be changed to a supervisory job so as to create employment for unneeded supervisors. A Group Leader shall not exercise the authority of a supervisor as defined in the National Labor Relations Act, as amended. During the period of this Agreement, Group Leader classifications shall not be created for the purpose of establishing a rate of pay higher than that generally applicable. All Group Leaders will be uniformly paid \$.20 above their regular hourly rate.

Those employees who suffer dismemberment or a catastrophic, work related accident and/or illness, as objectively documented through the plant medical department, and where continued exposure will result in the employee's permanent inability to perform the duties of his/her classification, may be given employment on any job in any classification which such employee is qualified and able to perform in accordance with the seniority provisions of this Agreement.

Employees who are given such employment shall receive a rate of pay no less than the rate of pay of the classification they held at the time of the accident and/or illness for all hours worked. Those employees who are occupying a lower rated classification as a result of a reduction in force from a

higher rated classification and who suffer dismemberment, as a result of an occupationally incurred accident in the plant while occupying the lower rated classification shall receive the rate of pay of the highest classification held during the term of this Agreement.

**Section 11. Cost of Living.** A cost-of-living "add on" based on the National Consumer Price Index (base 1967=100) as published by the United States Bureau of Labor Statistics, will be adjusted quarterly. The "add on" will be \$.01 for each .4 difference between the following measurement periods and the Index for March 2000 (499.7 in the current Index). \$.07 cost-of-living "add on" will be carried over from the previous Agreement.

As of August 14, 2000 the "add on" will be based on the index for June, 2000.

As of November 13, 2000 the "add on" will be based on the index for September, 2000.

As of February 12, 2001 the "add on" will be based on the index for December, 2000.

As of May 14, 2001 the "add on" will be based on the index for March, 2001.

As of August 13, 2001 the "add on" will be based on the index for June, 2001.

As of November 12, 2001 the "add on" will be based on the index for September, 2001.

As of February 11, 2002 the "add on" will be based on the index for December, 2001.

As of May 13, 2002 the "add on" will be based on the index for March, 2002.

As of August 12, 2002 the "add on" will be based on the index for June, 2002.

As of November 11, 2002 the "add on" will be based on the index for September, 2002.

As of February 10, 2003 the "add on" will be based on the index for December, 2002.

As of May 12, 2003 the "add on" will be based on the index for March, 2003.

As of August 11, 2003 the "add on" will be based on the index for June, 2003.

As of November 10, 2003 the "add on" will be based on the index for September, 2003.

As of February 9, 2004 the "add on" will be based on the index for December, 2003.

As of May 10, 2004 the "add on" will be based on the index for March, 2004.

As of August 9, 2004 the "add on" will be based on the index for June, 2004.

As of November 8, 2004 the "add on" will be based on the index for September, 2004

As of February 14, 2005 the "add on" will be based on the index for December, 2004.

As of May 9, 2005 the "add on" will be based on the index for March, 2005.

The first \$.01 for each February, May, August and November adjustment will not be paid as wages nor included in the cost-of-living "add on" from that date forward in order to partially offset benefit costs.

The calculation of cost-of-living "add on" adjustments will be based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States City Average 1967=100). In the event that the Bureau of Labor Statistics (BLS) ceases to publish the 1967 Consumer Price Index for Urban Wage Earners and Clerical Workers (United States City Average 1967=100) (CPI-W) during the term of this agreement, the remaining adjustments will be calculated using the 1993-95 CPI-W, when and if a new CPI-W is published, and converting the .4 that is currently used in the calculation to the nearest equivalent decimal point number using the conversion factor(s) then available from the Bureau of Labor Statistics.

The cost-of-living plan will be continued for employees who receive the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage for the new cost-of-living adjusted wage rate.

**Section 12.** If during the term of the Agreement, the Employer should determine, as a result of an area economic survey that the base rate of pay of any classification is non-competitive from the standpoint of obtaining or retaining employees, the Employer, after notification to the Local Union, may increase the base rate of pay of such classification(s). The Union expressly waives any and all rights it may have to require the Employer to bargain with it on the increase(s).

### ARTICLE XIII

#### Measured Day Work

The Union, the Employer and the employees recognize and agree that it is imperative that the work pace of the employees and quantity and quality of production be maintained with due regard for safety and health. The Union and the employees agree that the Employer will be supported in its efforts to continue the work pace and the quantity and quality of production; to eliminate waste; to conserve materials and supplies; and to improve the quality of workmanship.

#### Section 1. Measured Day Work Plan.

A. Measured Day Work Standards. The Employer shall establish the measured day work standards and may change them from time to time so long as it does not conflict with other provisions of this Agreement. The standards shall be applied to "Production Groups". The operations and number of employees within a Production Group shall be determined by the Employer and may be changed from time to time. It is understood that a "Production Group" may include but one employee. Thus, the standards may apply to a number of employees or one employee or machine.

B. Requirements of the Standards:

- (1) They shall be established on the pace of average employees under normal conditions working at 100% efficiency.

- (2) They shall be based on time values developed by means of time study and/or time values developed by other recognized industrial engineering methods.
- (3) They shall be studied and inspected in an average and normal manner.
- (4) Personal and fatigue times will be applied to and reflected in standards or combined standards. Such allowance will be at least 5%.
- (5) A complete listing of tools and equipment used in the operation study will be shown. When a time study is taken a diagram of the operations will be included on the time study showing locations and approximate distances.
- (6) All time studies shall show the exact total period of time over which the study took place; the total number of pieces produced and good pieces produced during the study; the leveling factor and the allowances granted.
- (7) When a time study is taken, the leveling factor; the number of pieces produced; the name of the employee studied; and the time and date will be recorded in writing and placed in a locked box in the Plant Union Office.
- (8) In determining the unrated cycle time for elements, an arithmetic mean shall be used (simple average).
- (9) All observed time will be used in the calculations except those times due to obviously unnecessary delays which are so noted. Wherever strike-outs occur, the reason therefore shall be clearly noted on the original time study form. The average cycle time as calculated will be graded by the leveling factor.
- (10) Supervisors and employees shall make no changes in the standard unless authorized by Manufacturing Engineering.
- (11) When a rate or standard has been established, it

may be changed for any of the following reasons:

- (a) Proven and demonstrable clerical or mathematical errors will be corrected.
  - (b) A good faith request by the Union for a restudy.
  - (c) The Employer makes a change of method, tools, equipment, or design of product. When the Employer makes a change of method only the element or elements affected may be revised.
  - (d) New jobs established after July 1, 1983 may be restudied one time per year during the life of this agreement after the rate has become a permanent rate as defined in paragraph (21) of this Section.
- (12) The balancing time of one individual may not be used to justify additional operations for another individual unless the work layout is such that they can assist one another.
  - (13) The standard may incorporate 100% of the employee balancing time.
  - (14) A Chief Steward or Rate Committee Member of the Union shall have the right to examine the originals of the time studies and to be provided with copies thereof. All data used in compiling a final standard will be made available.
  - (15) In the Paint Department, standards shall include an allowance for reworks and reroutes.
  - (16) All continuous watch studies shall be for a minimum of thirty (30) minutes or fifteen (15) complete operations. On operations with cycle time of less than one-half (.5) minute, a minimum of forty-five (45) cycles will be observed.
  - (17) Whenever an operation is moved permanently to a different location or to different equipment than originally studied the standard will be reviewed so as to reflect the change, if any.

- (18) They shall give due consideration to the quality of workmanship required.
- (19) They shall be fair and equitable.
- (20) If any standard is grieved, it will be jointly rechecked by the continuous watch reading method by the Employer and a member of the Union Rate Committee. If a standard is grieved which involves an entire Production Department or is in the third stage of the grievance procedure, the Union may, upon notification to the Employee Relations Department, arrange to have a Union time study expert to jointly recheck with the Company the standard which is the subject of the grievance. If the Union's time study expert and the Company are unable to satisfactorily resolve the matter, the parties hereto agree to cooperate in speedily processing the grievance to arbitration in accordance with Article VI of this Agreement. The parties hereto further agree that in the selection of an arbitrator, they shall endeavor to mutually select as arbitrator a professional, experienced and qualified Industrial Engineer or an arbitrator who is experienced in handling Industrial Engineering matters.
- (21) A standard shall become established no later than thirty-five (35) production days after the start of production on the operation(s) affected, for sale, on assembly lines. The thirty-five (35) production days will not exceed four (4) months after the start of production for sale on assembly lines. If limited production requirements would delay a detailed elemental study, the four (4) months period may be extended upon mutual agreement of the parties. Tryouts and show jobs will not be considered as the start of production on assembly line operations.
- (22) The standard production rate and manpower allocation will be made available to any representative of the rate committee or the Chief Steward of the

area upon request. When the Company makes a change in the process, the Union will be provided a copy of the Process Review Checklist. When interim process changes are made, the Process Review Checklist, will be provided to the Union Rate Committee within 5 working days.

The Union Rate Committee and the Chief Steward(s) shall be provided the necessary training to access computerized process sheets.

- (23) Contractually required relief periods with the exception of emergency relief will be reflected in the established standard.
- (24) Employees will not be required to make up unavoidable downtime.
- (25) If the Company changes its method of computing time values, it will notify the Union of such change and meet with the Rate Committee to discuss the new method. The Company agrees to provide training of any new method of computing time values used by the Company to the Rate Committee Chairperson and one other Rate Committee member for up to one week each at the Company's expense.
- (26) Should the Company purchase new equipment which allows the complete work effort of the operator to be contained within the internal cycle time of the equipment, the personal and fatigue time allowed in Article XIII, Section 1.B(4) may also be included within the internal cycle time. This is not intended nor will be applied to equipment existing within the facility prior to December 5, 1977.
- (27) The Union will be provided at least two (2) hour advance notice before a time study is taken.
- C. Schedules and Line Speeds. When schedules or line speeds are increased or decreased by the Employer, station work assignments shall be changed accordingly, re-balancing shall take place and/or employees shall be

added to or removed from the Production Group; provided, however, that the Employer shall not be required to increase manpower if there is employee balancing time available.

- D. Additional Operations. In the case of additional operations or any other non-standard condition, the Employer shall not be required to increase manpower if there is employee balancing time available. However, the Employer shall provide no less than the direct labor manpower allocation for the standard production rate before the standard is applied. This does not include station assignments such as repair stations, inspection stations and so forth.
- E. An employee who fails to meet a production standard after a reasonable period of time to acquaint themselves with a job, may be transferred to a vacant job within their production department that they are able to perform in a normal and average manner and if no vacant job within the production department exists, the employee may displace the least senior employee in their production department, plant and shift, providing they can perform the work in a normal and average manner, otherwise the employee will be transferred to any vacant job that they are able to perform in a normal and average manner. Before an employee will be so transferred for failure to meet the standard, the method, materials layout and tooling will be checked by a representative of Manufacturing Engineering at the time the employee is disqualified to verify that the method, materials layout and tooling conform to the standard.
- F. When an employee performs as a part of their regular duties, tasks which are parts of more than one job classification, they shall receive the rate of the higher job classification.
- G. The Employer shall set the rates of new job classifications. These shall be negotiated with the Union and, although the Employer may act pending agreement, are subject to mutual agreement.

Section 2. It is understood that methods of manufacture are to be set by the Employer. No supervisor or employee on their own responsibility shall change line speeds. Line speeds will be established or revised by the Standards Department. Such line speeds shall be set and locked by a designated Company representative, normally a general supervisor or superintendent, and will not be changed except for bona fide reasons, in which case a Union representative, if available, will be notified.

#### ARTICLE XIV

##### Skilled Trades

Section 1. Attached as Appendix "E" to this Agreement is a Skilled Trades Apprenticeship Agreement establishing an apprenticeship program for the purpose of training qualified skilled trades employees.

Section 2. While it is desirable to secure journeymen by hiring and by training through established apprentice training programs, these sources do not all times adequately meet the needs of the Employer. It is necessary, therefore, at times to hire, transfer or promote employees into apprenticeable skilled trades classifications who do not at the time of hiring, transfer, or promotion have the experience and qualifications of a journeyman. It is the purpose of this Section to provide a uniform procedure for establishing the seniority and journeyman status of employees as follows:

- (a) The term "journeyman" shall be applied to employees who have completed an Apprenticeship Training Program approved by the Bureau of Apprenticeship Training or who have satisfactorily worked and can prove six (6) years experience in the trade.
- (b) Employees who have not met the above requirements for journeyman status, who are hired, transferred or promoted into one of the skilled trades classifications, shall be regarded as non-journeymen. While in this



non-journeyman status, employees shall be listed in order of their hiring, transfer, or promotion into their classification and shall be laid off and recalled to their classification according to their position on the list of non-journeymen employees.

(c) In laying off or recalling employees to the skilled trades, journeymen will have preference over non-journeymen.

(d) Non-journeymen will not be retained or recalled to their classification if they are unable to satisfactorily perform the work required of them. They will, however, retain and accumulate seniority in the Seniority Division from which they were transferred. Upon request, the Employer will review with the Union the reasons for not retaining in or recalling an employee to the classification.

(e) When a non-journeyman has accumulated six (6) years experience in their trade and is able to demonstrate he/she can satisfactorily perform the requirements of the job, he/she will be entered as a "journeyman" on the seniority list of the skilled trades classification in which he/she is working. His/her seniority date in the classification upon becoming a journeyman will be their date of hire.

Any employee hired or transferred into a skilled trades classification after February 6, 1978, will, when they have accumulated six (6) years experience in their trade and are able to demonstrate they can satisfactorily perform the requirements of the job, be entered as a "journeyman" on the seniority list in the skilled trades classification and receive their date of entry into the trade as their seniority in that trade.

(f) The qualifications and experience of an employee hired, transferred or promoted into one of the skilled trades classifications will be established by the Employer at the time of the employee's hire, transfer or promotion. Employees shall be required to satis-

factorily complete a standardized qualification test for entry into one of the apprenticeable skilled trades classifications. Upon request, the Employer will review the employee's qualifications and experience with the Union. When there are two or more applicants for an opening in an apprenticeable skilled trade and their applicable experience is relatively equal, preference will be given to employee applicants within the Bargaining Unit.

(g) Employees who are hired into one of the apprenticeable Skilled Trade classifications shall be up-graded to Journeyman status effective the Monday following the date on which both of the below-listed requirements have been fulfilled:

1. The employee has completed their probationary period and the Company has determined that they are able to satisfactorily perform the requirements of their job.
2. The employee has provided the necessary documentation regarding their previous work experience in their specific skilled trade.

(h) Employees hired into one of the apprenticeable skilled trades who are removed from the classification for lack of ability or who are laid off, will be permitted to exercise their seniority to displace other less senior employees in the Bargaining Unit as provided in Article VII, Seniority. Employees who are laid off under this provision must return to their skilled trades classification upon recall by the Employer or terminate their employment.

(i) The following are considered apprenticeable skilled trades:

- Automotive Mechanic
- Bricklayer
- Carpenter
- Charge Board Maintenance
- Cutter Grinder

Electrician  
Instrument Repair  
Machine Maintenance and Repair  
Maintenance Welder  
Mechanic (Industrial Equipment)  
Plumber-Pipefitter  
Power House Engineer  
Tool and Die Maker  
Tool, Gauge and Fixture Specialist  
Waste Water Treatment Operator  
Other apprenticeable skilled trades as mutually agreed

**Section 3.** Employees will not be permitted to enter any of the apprenticeable skilled trades through the Layoff and Recall Procedure unless they are qualified journeymen as defined in Section 2(a) above.

**Section 4.** In the event the presence of a skilled trades representative is required at Step 3 meetings of the grievance procedure set forth in Article VI to discuss a grievance which arose in their area, the Employer will pay such representative at their straight time rate of pay for their time spent in the meeting.

**Section 5.** The Company agrees to limit the upgrade of skilled trades group leaders to journeyman. However, when no journeyman exists in a particular trade the Company may upgrade the senior qualified non-journeyman.

**Section 6.** The Company will attempt to schedule training sessions for employees in the apprenticeable skilled trades classifications as follows:

1. For first (midnight) shift employees - immediately following the end of their shift.
2. For second (day) shift employees - a four (4) hour period immediately before or immediately after the employee's regular shift hours.
3. For third (afternoon) shift employees - immediately before the start of their shift.

Employees attending training sessions scheduled in the

above manner will be paid the appropriate premium rate for all hours in attendance.

Employees attending training sessions scheduled in the above manner will not be eligible to volunteer for, nor can they be required to work, an overtime assignment on the opposite end of their shift from the training session or following the training session.

When training sessions are scheduled for a full eight (8) hour shift, employees will be paid their straight-time hourly rate for all hours in attendance.

Employees may be temporarily assigned to another shift in order to attend training sessions. Assignments to another shift are limited to Monday through Friday only, excluding any holiday and will be made without issuance of a personnel status change (Form 9). When apprenticeable skilled trades employees are assigned to another shift in order to attend a training session, their seniority as it applies to daily overtime will be combined with the employees regularly assigned to the shift in the particular skilled trades classification.

Employees who are attending training sessions will not be required to work an overtime assignment on any calendar day on which they attend training sessions conducted during the full eight (8) hour shift; however, an employee may volunteer to work an overtime assignment of up to a four (4) hour duration on such day.

Employees who are senior to those attending training sessions may be required to work overtime assignments to replace employees who are in training.

**Section 7.** A tool allowance in the amount of \$200.00 will be payable to each Skilled Trades employee for the purpose of purchasing tools related to their trade during the years 2000, 2001, 2002, and 2003.

All tool allowance requests must be turned in no later than the first Friday in December.

**Section 8.** Immediately following the awarding of Job Preference and Improvement, the senior employee(s) in the crib, on the shift, in the Seniority Division, qualified to per-

form the Group Leader duties, will be given the opportunity to assume the position.

**Section 9.** When it becomes necessary to schedule apprenticeable skilled trades employees for an early start on Monday and such scheduling occurs after 6:00 A.M. on the Friday preceding the Monday, employees will be scheduled based on those employees who volunteered for such overtime assignment in accordance with the weekend poll sheet. If an employee is not available (not at work) when such scheduling occurs, the Company will attempt to contact the employee in accordance with Article II, Section 3(C) of the Labor Agreement. If after scheduling all volunteers for such overtime assignment, there is a need for additional employees to perform the work, the Company will utilize Article II, Section 3(D) of the Labor Agreement.

**Section 10.** Apprenticable Skilled Trades employees not afforded the opportunity for various crib specific training shall not have their seniority rights circumvented due to lack of this training. The Company shall provide all training needed due to equipment changes or new technology.

## ARTICLE XV

### Miscellaneous Article

**Section 1. Plant Rules.** The Employee Relations Department, which has the authority to make plant rules and regulations, will counsel with the Union before implementing rules and regulations. No rule or regulation shall be established which conflicts with the provisions of this agreement. New plant rules and regulations shall be posted throughout the plants at regular intervals, and copies will be furnished to the Union.

**Section 2.** The Union will be provided nine (9) plant bulletin boards for Union business. The Union Recording Secretary shall have free access to the Plant to post notices as long as they notify the Employee Relations Office or the Plant Superintendent.

The Union shall have the right to handbill employees outside of the guard stations, provided that the Employer is notified in advance.

**Section 3.** The policy of the Employer and the Union is not to discriminate against any employee on account of race, color, sex, creed, marital status, national origin or age. The Company further agrees to comply with its policy that no qualified handicapped person, disabled veteran or veteran of the Vietnam Era shall be subject to discrimination in employment.

**Section 4.** The transporting of jobs to and from the laboratory shall continue to be performed by Material Handlers in accordance with past practice.

**Section 5.** The seniority position of employees starting to work on the same day shall be determined by order of interview. The Employer shall record the time of interviews on the employment applications and the record shall be initialed by the interviewer. A day for purposes of determining whether employees start to work on the same day shall be the twenty-four (24) hour period starting with the beginning of the 1st (midnight) shift.

**Section 6.** The parties shall have the contract printed and distributed to all employees within ninety (90) days after the signing of the contract, unless such time limit is extended by mutual agreement, and to all newly hired employees. The Company and Union shall agree upon the printer of the contract, proofs of the contract, and the printing expenses shall be shared equally by the parties.

**Section 7.** Employees shall be notified at once of any emergency phone calls and released from their jobs, if necessary.

**Section 8.** The trustees of the Union shall be permitted to check any employee's time cards, who claim lost time chargeable to the Union, so long as such request is made within thirty (30) calendar days.

**Section 9.** The President, Vice-President, Chairman of Skilled Trades, and the Financial Secretary-Treasurer will have seniority preference in the Bargaining Unit in regard to

seniority layoff.

Chief Stewards, as elected by the members in their area will have seniority preference in their area of representation with respect to seniority layoff and reassignments resulting from any manpower adjustments. Chief Stewards will be exempt from temporary layoff.

Two (2) Rate Committee members and one (1) Safety representative will have seniority preference in the Bargaining Unit with respect to seniority layoff and reassignments resulting from any manpower adjustments. Also they will be exempt from temporary layoff.

Stewards, as elected by the members of their area, will have seniority preference in their area of representation with respect to seniority layoff and reassignments resulting from any manpower adjustments. However, the steward may be manpowered and/or bumped from their seniority division or production department by seniority within their area of representation. Stewards may be placed on temporary layoff in accordance with the provisions of Article VII.

The Union will notify the Company of the Union officers (name, clock number, Union position, area of representation) immediately following an election or change. The number of Chief Stewards and Stewards will not exceed thirty-five (35).

**Section 10.** The Medical Department will furnish a supply of minor first aid items, such as: aspirin and band-aids to employees on an as needed basis.

**Section 11.** When job classification descriptions are written, revised, or updated the copies of such descriptions will be furnished to the Union.

**Section 12.** The Company, in order to minimize the theft of employee's tools, will establish a facility for the storage of such tools.

**Section 13.** Restrictions issued by the Company's Medical Department designating the number of days per week that an employee may work will apply to a Monday through Saturday period. Employees with such a restriction may not volunteer for, or be assigned, work on a Sunday. Further, restrictions

issued by the Company's Medical Department designating the number of hours per day that an employee may work will first be applied against the employee's regular shift hours.

**Section 14.** Credit Union deductions and deductions for the Committee on Political Education (C.O.P.E.) will be deducted on a weekly basis by arrangement of the Company.

**Section 15.** Production employees in the Compressor Manufacturing operation will continue to perform the following work assignments:

- Clean and unjam conveyor systems from floor level.
- Grease and oil machines and equipment in the Compressor area.
- Clean and replace points on Hardener.
- Change coils on Induction Hardener.
- Unjam pallets on Transfer lines.
- Clean and remove oil, grease and chips from all machines in preparation for change-over.

**Section 16. Sick Pay.**

1. All employees in the Bargaining Unit who were on the active roll of the Employer on the 16th day of February, 1994 will be entitled to a bank of seven (7) days of sick leave at their basic straight time hourly rates of pay for eight (8) hours per day upon which to draw for each day of absence occurring on any scheduled work day due to sickness or injury except for those described in paragraph 7(a). Commencing in 1995, all employees in the Bargaining Unit who were on the active roll of the Employer on the 1st day of January, 1995 will be entitled to a bank of seven (7) days of sick leave at their basic straight time hourly rates of pay for eight (8) hours per day upon which to draw for each day of absence occurring on any scheduled work day due to sickness or injury except for those described in paragraph 7(a) hereof in each contract year as hereinafter defined. Sick leave pay is to be paid on an annual basis by check, separate from the normal pay check, in the month of January.

During these negotiations, the parties had extensive dis-

ussions regarding the need to provide employees flexibility in scheduling time off for personal business. The parties also understand the critical need for providing the Company advance notice of such absences in order to reduce interruptions within the plant caused by unplanned absences. Therefore, effective January 1, 2001, in addition to utilizing sick leave bank for full-day absences due to sickness or injury, employees shall be eligible to utilize such sick leave bank to excuse their absence and receive eight (8) hours pay for personal absences. When utilizing the sick leave bank for personal absences, it is the intent of the parties to have the day approved in advance. The Company recognizes situations may arise when this is not possible. In such situations, the employee must notify the Company of their intent to utilize such excused absence no later than the first day they return to work following such absence.

2. The contract year shall be considered to commence with February 16, 1994 up to and including December 31, 1994. Commencing in 1995, the contract year shall be considered to commence with January 1, 1995 up to and including December 31, 1995 and a like period for each year thereafter until the expiration of the basic Collective Bargaining Agreement between the parties dated July 31, 2000. Any employee hired after the beginning of a contract year shall receive a bank of sick leave equal to 7/12 of a day for each month or major part thereof, [sixteen (16) days or more] remaining in the contract year.
3. During the first two (2) months of service, an employee shall not be entitled to receive sick leave benefits. Following the expiration of the two (2) month period, each employee shall be credited with employment service from the first day of employment and shall receive a bank of sick leave pay as provided in paragraph 2 above from the first day of employment.
4. Each employee shall be entitled to pay for any unused portion of sick leave bank at the end of the contract year or

upon their termination of employment for any cause, whichever is earlier. Those employees who have been employed for less than any contract year will be entitled to unused sick leave pay equal to 7/12 of a day's pay for each month of employment or major portion thereof during that contract year, less any sick leave payments made hereunder. The Employer shall have no claim against any employee on termination from employment for any sick leave payments made to them during the contract year.

5. In the event of a layoff of any employee for thirty (30) days or more, the employee shall receive unused sick pay at the rate of 7/12 of a day for each month or major part thereof in the current contract year in which the employee was on the payroll of the Employer prior to their layoff. Upon recall from layoff, the employee shall receive sick leave bank equal to 7/12 of a day sick pay for each month or major part thereof remaining in the contract year.
6. The sick leave pay plan shall be independent of the Accident and Sickness Insurance Plan and no sick leave or sick leave payments shall be charged against or affect the right of an employee to full benefits under the Accident and Sickness Insurance Plan. Payments under the Accident and Sickness Insurance Plan shall begin after an employee has received all of the sick leave pay to which they were entitled for the contract year. Benefits under the sick leave pay plan shall not overlap nor duplicate any payments under the Accident and Sickness Insurance Plan, so that employees shall not receive more than a full day's pay at straight time rates for any day of absence for non-occupational sickness or injury.
7. Independent of and in addition to the sick leave pay provided in paragraph 1 hereof the Company will amend the Accident and Sickness Insurance Plan so as to add the following benefits:
  - (a) Any employee whose absence is due to an illness for which they were hospitalized, or due to any accidental injury, or due to any pregnancy, childbirth, or miscar-

riage (while such female employee is under the care of a physician) will be paid eight (8) hours straight time earnings for each of the first seven (7) work days of each of such absences. Successive periods of absence separated by less than two (2) weeks of active work on full time shall be considered one (1) absence unless the subsequent absence is due to an injury or illness entirely unrelated to the cause of the previous absence and commences after the return to active work on full time. Successive periods of absence due to injuries received in one (1) accident or due to one pregnancy, childbirth, or miscarriage shall be considered as one (1) absence.

(b) The payment for the first seven (7) days of absences defined in paragraph 7(a) above, will not be charged against sick leave pay bank provided in paragraph one (1) hereof. All other provisions of the Accident and Sickness Insurance Plan will continue without any impairment of the employees' rights.

8. Any alleged violations of the terms of this agreement shall be adjusted under and in accordance with the terms of the Grievance and Arbitration Procedure contained in the Collective Bargaining Agreement.

9. None of the provisions of this Section are intended to apply to or in any way affect the rights of the parties as it applies to absences due to occupational injury or sickness which shall continue in effect unchanged.

Section 17. The Company will continue to extend the New Vehicle Purchase Plan ("A" Plan), (originally made available on July 1, 1983), to active full-time hourly employees who have at least six (6) months seniority, retirees who are receiving benefits under the Connersville-IUE Retirement Plan and surviving spouses of employees or retirees who are eligible for a benefit under the Connersville-IUE Retirement Plan and have not remarried ("Z" Plan). Participants also include members of the immediate family of the foregoing. "Immediate family" means the employee's or retiree's spouse, parents, spouse's parents, sons and daughters (including in-

laws and step children), brothers and sisters (including in-laws, half and step brothers and sisters). When both the employee/retiree and their spouse are deceased, other family members are no longer eligible. Employees on layoff or approved leave of absence may participate during the first twelve (12) months of such leave of absence or layoff. Hourly employees on an approved Union leave of absence may participate for the duration of the leave.

The "A" Plan permits the purchase of new cars and trucks sold in the United States as follows:

- Four (4) new, current model cars and trucks (through the F-350 Series including Econoline), each model year.

Vehicles may be purchased from participating dealers at dealer wholesale delivered prices plus certain costs and may be ordered through production, or, if the dealer agrees, purchased from stock.

For purchase authorization forms and details of the plan, hourly employees, retirees and surviving spouses should contact the Vehicle Representative in the Benefits Office.

In making the Plan available to employees represented by the IUE, retirees under the Connersville-IUE Retirement Plan and eligible members of their immediate families it is understood and agreed that the Company may at any time unilaterally modify, change or withdraw such Plan and that it shall have no obligation to bargain concerning its decision to do so. Nor shall the institution of such a plan constitute any precedent in future negotiations between the parties with respect to employee benefits or other terms and conditions of employment.

## ARTICLE XVI

### Pensions

The Supplemental Agreement of the parties of November 15, 1955, establishing a Pension Plan, as amended, is made a part of this Agreement. The parties amended the existing

Pension Plan as provided in the Settlement Stipulation Agreement dated July 31, 2000.

Life Income Benefits provided under the Pension Plan will be increased to \$32.00 per month per year of credited service for retirements on or after July 1, 2000, \$34.00 per month per year of credited service for retirements on or after July 1, 2001, \$35.00 per month per year of credited service for retirements on or after July 1, 2002, and \$36.00 per month per year of credited service for retirements on or after July 1, 2003.

The Company will not terminate the existing Pension Plan covering Bargaining Unit employees during the term of the current Labor Agreement and shall continue to make payments regularly into the fund as provided in Exhibit "A" of such Pension Plan.

## ARTICLE XVII

### Group Insurance

**Section 1.** The Employer shall continue to provide the same group insurance benefits which it has previously provided, pursuant to the terms and conditions of group insurance policies except that the increased benefits effective July 31, 2000, included in the Settlement Stipulation Agreement signed by the parties on June 23, 2000, will be published in the insurance certificate furnished to each employee within the provisions of Article I, Section 4, of the Labor Agreement.

**Section 2.** In the case of a grievance claiming that an action of the Company violated this section of the current Labor Agreement, the employee shall have no more than fifteen (15) working days from the date of receipt of the Group Insurance Carrier's decision in response to the employee's written request for reconsideration of his or her claim properly and timely filed after receipt of the Insurance Carrier's rejection notice in which to file his or her grievance. Such grievance must otherwise comply with the Grievance and Arbitration Procedure (Article VI of the Labor Agreement).

**Section 3.** The Employee Relations Manager and the

Labor Relations Manager will meet as required with the President, Vice-President and/or Financial Secretary-Treasurer of Local 919 during the course of this Agreement to review new or experimental medical, surgical, or diagnostic procedures, techniques, or services which might be beneficial to include in the coverage under the Group Insurance Plan.

If it is agreed that a particular item would be advantageous to include in the coverage, steps will be taken to implement that decision as soon as possible, but not retroactively.

It is understood that competent advice may be sought by the parties before a decision is made on any particular procedure, technique, or service.

**Section 4.** Employees may continue medical insurance in the following manner:

1. While on Layoff: **Number of Months Following the Month of Layoff Employee May Continue by Paying the**

<u>Service at Time of Layoff</u>	<u>Full Group Rate</u>
1 year but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years but less than 5 years	4
5 years but less than 6 years	5
6 years but less than 7 years	6
7 years but less than 8 years	7
8 years but less than 9 years	8
9 years but less than 10 years	10
10 years but less than 11 years	11
11 years or more	12

- Insurance continued in force at no cost to the employee until the end of the month in which layoff occurs.
- Insurance may be continued at the full group rate by the employee for up to 12 months following the month of layoff based on service in accordance with the above schedule.
- Full group rate means that rate which is equal to the rate paid by the Corporation for active employees at the time

the employee continuation payments commence.

**II. While Receiving A & S Payments:**

- If you cease active work due to disability for which Accident and Sickness Benefits are payable under the Plan, Hospital, Surgical-Medical and Major Medical/Comprehensive Medical coverage for yourself and your dependents will be continued commencing with the first day of the month following the month in which disability occurs through the end of the month in which Accident and Sickness Benefits terminate.
- While you are receiving Accident and Sickness Benefits, the Corporation will pay the full cost for you and your dependents during the period stated above.

**Section 5.** The Company shall make arrangements with its insurance carrier to provide Hospitalization, Surgical and Medical coverage for former employees who have retired under the Company's Pension Plan and for those employees who will retire in the future under the Company's Pension Plan.

The method of providing for these types of insurance coverages would be for the Company to make arrangements with its Insurance Carrier to provide for such coverage at a group rate. The full cost of providing for such types of insurance coverages would be borne by those former employees (but at no cost for those who retired or will retire after February 6, 1978). Such coverages will be limited to those former employees who have retired and to those employees who will retire under the "Normal", "Disability", and "Early" retirement provisions of the Company's Pension Plan.

Such types of insurance coverage will be subject to whatever rules, regulations and requirements as may be in effect or will be put into effect by the Company's Insurance Carrier.

Former employees who have retired under the Company's Pension Plan must apply to the Company for such types of insurance coverages within sixty (60) calendar days following mailing by the Company of formal notification of the availability of such coverages. Those employees who will retire in

the future under the Company's Pension Plan must apply for such coverages within sixty (60) calendar days following the first effective day of retirement.

In the application of the cost-of-living plan provided for in Article XII, Section 11 of the Collective Bargaining Agreement, one cent (\$.01) of the adjustments for February, May, August, and November of each contract year will not be paid as wages nor included in the cost of living "add on" from those dates forward in order to provide other employee benefits and continuation of Hospital-Surgical-Medical, Major Medical Insurance and Prescription Drug coverage with no contribution for retirees whose last day worked is on or after February 6, 1978, and who retire directly from active employment with the Employer on a "normal", "disability", or "early" pension.

It was and is expressly understood that the Company, by providing for such types of insurance coverages, is in no way waiving any and all rights it currently has or may have in the future to continue or discontinue such coverages or to refuse to bargain with the Union in behalf of former employees who have retired or employees who will have retired under the Company's Pension Plan with respect to any and all subjects.

**ARTICLE XVIII**

**Duration and Termination**

**Section 1.** This Agreement shall have no retroactive effect. Where time periods are specified herein, they shall not begin to run prior to the effective date of the Agreement.

Later additions or changes in this Agreement may be made at any time if mutually agreed upon, but shall not be effective unless in writing and signed by both parties. No agreement between the Employer and a steward shall be valid if it is in conflict with the Agreement.

This agreement shall become effective on July 31, 2000 and shall remain binding upon the parties until June 30, 2005, and thereafter from year to year, unless either party shall noti-



fy the other in writing at least sixty (60) days prior to June 30, 2004, on the expiration of any extended term, of an intention to modify or terminate this Agreement.

Section 2. This agreement shall be reopened for negotiations on a new Collective Bargaining Agreement during the months of May/June, 2004. Failure by the Company and the Union to reach an agreement within this time period referenced herein above or failure by the membership of Local 919 to promptly ratify, in due course, an agreement which was reached by the Company and the Union within the time period hereinabove referenced shall result in the nullification and avoidance of any and all agreements which were reached contingent upon ratification pursuant to negotiations on a new Collective Bargaining Agreement between the Company and the Union, dated July 31, 2000 shall continue to remain in full force and effect in accordance with Section 1 of this Article.

#### ARTICLE XIX

##### SCOPE OF AGREEMENT AND WAIVER OF BARGAINING

This Agreement constitutes the sole and entire Agreement between the parties hereto and supersedes any and all prior agreements either oral or written. It expresses all the obligations of and restrictions upon the Employer and the Union during its term. The Employer and the Union each expressly acknowledge that the other party has no obligation or duty, and each hereby expressly waives any obligation or duty of the other party, to bargain collectively with said party pertaining to wages, hours, or other conditions of employment, or any other matter covered or not covered in this Agreement, during its term, even though such matter may not have been within the knowledge or contemplation of either party at the date of execution hereof.

This Article shall not operate to bar negotiations on those matters which the Employer and the Union may mutually agree to negotiate upon during the term of this Agreement.

In witness whereof, the parties hereto have executed this Agreement this seventeenth (17th) day of July, 2000, between Local 919, International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, AFL-CIO and Visteon Systems, LLC, Connersville Plant, Connersville, Indiana.

##### IUE Local Union 919

John Pavy *John Pavy*  
Linda Willhite *Linda Willhite*  
Jim Barrett *Jim Barrett*  
Angie Kuntz *Angie Kuntz*  
Ron Lovins *Ron Lovins*  
Karen Baker *Karen Baker*  
Ron Baker *Ron Baker*  
Dale Bloom *Dale Bloom*  
Mike Smith *Mike Smith*  
Jeff Sizemore *Jeff Sizemore*  
Glenn Bischoff *Glenn Bischoff*  
Ron Fox *Ron Fox*  
Terry Massey *Terry Massey*  
Charles Stevens *Charles Stevens*

##### IUE International Union

Ed Fire *Ed Fire*  
Bruce Van Ess *Bruce Van Ess*  
Greg Petersen *Greg Petersen*

##### Visteon Systems, LLC, Connersville Plant

Don Vincent *Don Vincent*  
John Donner *John Donner*  
Darin Dubbs *Darin Dubbs*  
Marc Cunningham *Marc Cunningham*  
Jim Porcaro *Jim Porcaro*  
Steve Blanco *Steve Blanco*  
Dave Dwenger *Dave Dwenger*

##### Visteon Labor Staff

Kirby Baker *Kirby Baker*  
Robert Viscomi *Robert Viscomi*

APPENDIX A

SENIORITY DIVISIONS

<u>DIVISION CODE</u>	<u>DIVISION</u>
01	Assembly
02	Assembly Stock
03	Automotive Mechanic
04	Automotive Mechanic (Ind. Equip.)
05	Booth Cleaner
06	Carpenter
07	Charge Board
08	Bricklayer
09	Electrician
13	Instrument Repair
14	Inventory Control
15	Lubrication Specialist
16	Machine Group (Tool Room)
17	Machine Maintenance & Repair
19	Maintenance Welding
20	Miscellaneous Labor
21	Powerhouse Engineer
23	Parts Salvage
24	Plumber/Pipefitter
25	Press
26	Receiving & Layout - Inspection
30	Stock Control (Tool Crib)
31	Sweeper & Sanitation
32	Unit Plant Laboratory
33	Welder (Heli-Arc)
34	Water Treatment
35	Cutter Grinder
38	Compressor - Machining
40	Tool, Gauge & Fixture - Compressor
41	Compressor - Fabrication
42	Material Handling
43	Product Shipping

APPENDIX B

PRODUCTION DEPARTMENTS

<u>DEPT. CODE</u>	<u>PRODUCTION DEPARTMENT</u>
01	Assembly - Condenser - Plant 59C
02	Assembly - Hose/Accumulator/Fab - Plant 59A
03	Assembly - Plate/Fin - Plant 59B
06	Press - Plant 59B
07	Press - Plant 59C
11	Assembly Stock - Plant 59B
12	Assembly Stock - Plant 59C
14	Sweeper & Sanitation - Facility - Plant 59C
15	Sweeper & Sanitation - Plant 59B
16	Sweeper & Sanitation - Plant 59C
17	Sweeper & Sanitation - Plant 59F
22	Assembly Stock - Plant 59D
23	Sweeper & Sanitation - Plant 59D
25	FS-10 Machining - Plant 59E
29	Sweeper & Sanitation - Plant 59E
30	Assembly Stock - Plant 59E
31	Assembly Stock - Plant 59F
32	FS-10 Assembly & Test - Plant 59E
35	Scroll Assembly and Test
39	Scroll Machining
42	Assembly - Vacuum Braze Radiator - Plant 59D
45	Assembly - Fuel Rail - Plant 59A
51	Assembly Stock - Plant 59A
53	Sweeper & Sanitation - Plant 59A
54	Unit Plant Lab - Dock Audit
55	Unit Plant Lab - Quality Lab
56	Unit Plant Lab - Compressor Lab

Note: Those Seniority Divisions which are not separated into any of the Production Departments described above, will be considered as individual Production Departments for the purpose of this Agreement.

APPENDIX C

SPECIAL CLASSIFICATION JOBS

<u>Seniority Division</u>	<u>Job Code</u>
<b>ASSEMBLY</b>	
Automatic Solder Machine Operator - Plant B	1321
Automatic Solder Machine Operator - Plant C	1322
Roving Inspector	902
Electrostatic Paint System Tender	435
Paint System Tender	411
Tube Mill Operator	199
Fin Mill Operator	198
Core Builder	197
Relief & Utility	193
Continuous Corrugation Operate and Setup	187
Condenser Prototype Builder	186
Controlled Atmosphere Braze System Operator	184
Radiator Prototype Builder	183
Evaporator Prototype Builder	181
Tube Fab Machine Operator/Set-up	178
Dry Air Leak Test Operator	177
Tube Form Machine Operator	176
Test Machine Operator - Radiator	174
Test Machine Operator - Condenser	173
Test Machine Operator - Evaporator	172
Test Machine Operator - Fuel Rail	171
Accumulator Assembly Machine Tender	170
Automatic Assembly Cage Machine Operator	166
Progressive Tube Bend Machine Oper./Set-up	165
Evaporator Core Build Line Operator	164
Plate/Fin Evaporator Core Builder	163
Automatic Induction Machine and Test Tender	161
Sunbeam Furnace Operator & Control	154
A-Bar & Ipsen Furnace Operate and Control	153
Aluminum Solder Repair	146

APPENDIX C

SPECIAL CLASSIFICATION JOBS

<u>Seniority Division</u>	<u>Job Code</u>
<b>ASSEMBLY STOCK</b>	
Tool Chaser	255
Assembly Stock	200
<b>BOOTH CLEANER</b>	
Degreaser Control	823
<b>COMPRESSOR - FABRICATION</b>	
Compressor Functional Repair	554
Assembly & Test Equipment Set-up	5343
Assembly & Test Equipment Set-up	5342
Assembly & Test Equipment Set-up	5341
Scroll Assembly & Test Equipment Set-up	660
<b>COMPRESSOR - MACHINING</b>	
Shaft Line Machine & Tool Set-up	599
Piston/Swashplate Machine & Tool Set-up	598
Cylinder/Cross/Kingsbury Machine & Tool Set-up	597
FS-10 Cargill Transfer Machine & Tool Set-up	596
Impregnation System Operator	590
Scroll Steel Machining Operator & Set-up	651
Scroll Aluminum Machining Operator & Set-up	652
Scroll Machining Operator & Set-up	653
Impregnation and Anodizing Equipment Operator	654
<b>INVENTORY CONTROL</b>	
Inventory Control	250
<b>LUBRICATION SPECIALIST</b>	
Lubrication Specialist	816

APPENDIX C

SPECIAL CLASSIFICATION JOBS

Seniority Division	Job Code
<b>MATERIAL HANDLING</b>	
Die Crib Attendant	721
Material Handler	260
<b>PRESS</b>	
Press Operator & Die Setter	704
Flexo-Press Operator & Die Setter	703
<b>RECEIVING AND LAYOUT - INSPECTION</b>	
Receiving Inspector	903
Layout Inspector	900
<b>STOCK CONTROL (TOOL CRIB)</b>	
Tool Crib Specialist	220
<b>UNIT PLANT LABORATORY</b>	
Product Auditor	910
<b>WELDER (HELL-ARC)</b>	
Automatic "MIG" Machine Welder/Set-up	340
Heli-Arc Repair	331

NOTE: Job Set-up, code 350, is considered a Special Classification Job regardless of the Seniority Division to which it is assigned.

APPENDIX D — JOB CLASSIFICATIONS  
PAY RATES BY YEAR

JOB CLASSIFICATION	OCC. CODE	REG. RATE	1	2	3	4	5	6	7	8
LASSEMBLY SENIORITY DIVISION	1322	19.85	19.46	19.98	11.48	11.96	12.49	13.00	13.51	14.01
Automatic Solder Machine Operator - Plant C	1321	19.85	10.48	10.98	11.48	11.96	12.46	12.96	13.46	13.96
Rolling Inspector	902	19.80	10.73	10.73	11.23	11.73	12.23	12.73	13.23	13.73
Product Inspector	901	19.53	10.18	10.68	11.18	11.68	12.18	12.68	13.18	13.68
Electrostatic Print System Tender	435	19.36	10.59	11.09	11.59	12.09	12.59	13.09	13.59	14.09
Plant System Tender	411	19.81	10.44	10.94	11.44	11.94	12.44	12.94	13.44	13.94
Finish & Prime Sprayer	401	19.81	10.44	10.94	11.44	11.94	12.44	12.94	13.44	13.94
Job Setup	350	19.89	10.52	11.02	11.52	12.02	12.52	13.02	13.52	14.02
Spot Weld Operator	303	19.48	10.11	10.61	11.11	11.61	12.11	12.61	13.11	13.61
Tube Mill Operator	199	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Fin Mill Operator	198	19.65	10.28	10.78	11.28	11.78	12.28	12.78	13.28	13.78
Core Builder	197	19.60	10.23	10.73	11.23	11.73	12.23	12.73	13.23	13.73
Relief and Utility	199	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Continuous Corrugation Operate and Setup	187	20.03	10.66	11.16	11.66	12.16	12.66	13.16	13.66	14.16
Condenser Prototype Builder	186	19.89	10.52	11.02	11.52	12.02	12.52	13.02	13.52	14.02
Controlled Atmosphere Brazing System Operator	184	19.56	10.58	11.08	11.58	12.08	12.58	13.08	13.58	14.08
Radiator Prototype Builder	183	19.89	10.52	11.02	11.52	12.02	12.52	13.02	13.52	14.02
Evaporator Prototype Builder	181	19.89	10.52	11.02	11.52	12.02	12.52	13.02	13.52	14.02
H.C. Tube Fab & Cutoff Mach Operate & Setup	179	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Tube Fab Machine Operator/Setup	178	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Dry Air Leak Test Operator	177	19.53	10.16	10.66	11.16	11.66	12.16	12.66	13.16	13.66
Tube Form Machine Operator	176	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Test Machine Operator - Radiator	174	19.53	10.16	10.66	11.16	11.66	12.16	12.66	13.16	13.66
Test Machine Operator - Condenser	173	19.53	10.16	10.66	11.16	11.66	12.16	12.66	13.16	13.66
Test Machine Operator - Evaporator	172	19.53	10.16	10.66	11.16	11.66	12.16	12.66	13.16	13.66
Test Machine Operator - Fuel Rail	171	19.53	10.16	10.66	11.16	11.66	12.16	12.66	13.16	13.66
Accumulator Assy Machine Tender	170	20.01	10.64	11.14	11.64	12.14	12.64	13.14	13.64	14.14
Automatic Assy Cage Machine Operator	169	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Progressive Tube Bender Mach Oper & Setup	168	19.71	10.34	10.84	11.34	11.84	12.34	12.84	13.34	13.84
Evaporator Core Build Line Operator	164	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Plate/Rin Evaporator Core Builder	163	19.77	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90
Automatic Induction Machine and Test Tender	161	20.01	10.64	11.14	11.64	12.14	12.64	13.14	13.64	14.14

RATES INCLUDE - C.O.L.A. Add-on of \$0.07 carry-over, effective 07/01/00 which is subject to change on a quarterly basis and a General Wage Increase of \$0.50 effective 7/1/00. \*Special Classification

**APPENDIX D — JOB CLASSIFICATIONS**  
PAY RATES BY YEAR

<u>JOB CLASSIFICATION</u>	<u>OCC. CODE</u>	<u>REG. RATE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<b>1 ASSEMBLY SENIORITY DIVISION</b>										
Sunbeam Furnace Operator & Control	* 154	18.71	10.34	10.84	11.34	11.84	12.34	13.80	15.77	17.74
Aber & Ipeen Furnace Operator & Control	* 153	20.03	10.66	11.16	11.66	12.16	12.66	14.02	16.02	18.03
Automatic Machine Assembly	160	19.48	10.11	10.61	11.11	11.61	12.11	13.64	15.58	17.59
Core Press Operator	146	18.53	10.16	10.66	11.16	11.66	12.16	13.67	15.62	17.58
Aluminum Solder Repair	* 145	19.66	10.29	10.79	11.29	11.79	12.29	13.76	15.73	17.69
Core and Tube Assembly Fixture Operator	140	19.48	10.11	10.61	11.11	11.61	12.11	13.64	15.58	17.53
Assembly	116	19.37	10.00	10.50	11.00	11.50	12.00	13.58	15.50	17.43
Repair & Relief	108	18.48	10.11	10.61	11.11	11.61	12.11	13.64	15.58	17.53
<b>2 ASSEMBLY STOCK</b>										
Tool Chaser	* 255	19.60	10.29	10.79	11.29	11.79	12.29	13.72	15.68	17.64
Non-Licensed Assembly Stock	201	19.37	10.00	10.50	11.00	11.50	12.00	13.56	15.50	17.43
Stock Chaser	* 200	19.57	10.20	10.70	11.20	11.70	12.20	13.70	15.68	17.61
<b>5 BOOTH CLEANER</b>										
Degreaser Control	* 829	19.63	10.26	10.76	11.26	11.76	12.26	13.74	15.70	17.67
<b>14 INVENTORY CONTROL</b>										
Inventory Control	* 250	18.66	10.29	10.79	11.29	11.79	12.29	13.76	15.73	17.69
<b>15 LUBRICATION SPECIALIST</b>										
Lubrication Specialist	* 616	19.59	10.22	10.72	11.22	11.72	12.22	13.71	15.67	17.63
<b>20 MISCELLANEOUS LABOR</b>										
Painter	650	19.98	10.59	11.09	11.59	12.09	12.59	13.97	15.97	17.98
Laborer	803	19.70	10.33	10.83	11.33	11.83	12.33	13.79	15.76	17.73
<b>23 PARTS SALVAGE</b>										
Salvage Operator	230	19.48	10.11	10.61	11.11	11.61	12.11	13.64	15.58	17.53

RATES INCLUDE - C.O.L.A. Add-on of \$0.07 carry-over effective 07/01/00 which is subject to change on a quarterly basis and a General Wage Increase of \$.50 effective 7/1/00.  
\*Special Classification

**APPENDIX D — JOB CLASSIFICATIONS**  
PAY RATES BY YEAR

<u>JOB CLASSIFICATION</u>	<u>OCC. CODE</u>	<u>REG. RATE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<b>25 PRESS</b>										
Expander Press Operator	711	19.48	10.11	10.61	11.11	11.61	12.11	13.64	15.58	17.53
Press Operator & Die Setter	* 704	19.71	10.34	10.84	11.34	11.84	12.34	13.80	15.77	17.74
Flexo Press Operator & Die Setter	* 703	19.71	10.34	10.84	11.34	11.84	12.34	13.80	15.77	17.74
Job Setup	* 350	19.89	10.52	11.02	11.52	12.02	12.52	13.92	15.91	17.90
<b>28 RECEIVING &amp; LAYOUT INSPECTION</b>										
Receiving Inspector	* 983	19.60	10.43	10.93	11.43	11.93	12.43	13.86	15.84	17.82
Layout Inspector	* 980	20.03	10.66	11.16	11.66	12.16	12.66	14.02	16.02	18.03
<b>30 STOCK CONTROL (TOOL CRIB)</b>										
Tool Crib Specialist	* 220	19.87	10.30	10.80	11.30	11.80	12.30	13.77	15.74	17.70
<b>31 SWEEPER &amp; SANITATION</b>										
Fire Equipment Maintenance	840	19.47	10.10	10.60	11.10	11.60	12.10	13.63	15.58	17.52
Sweeper	821	19.37	10.00	10.50	11.00	11.50	12.00	13.56	15.50	17.43
<b>32 UNIT PLANT LABORATORY</b>										
Product Auditor	* 910	19.53	10.16	10.66	11.16	11.66	12.16	13.67	15.62	17.58
<b>33 WELDER (HELL-ARC)</b>										
Automatic "Mig" Machine Welder Setup	* 340	20.25	10.68	11.18	11.68	12.18	12.68	14.16	16.20	18.23
Mig Welder	395	19.61	10.44	10.94	11.44	11.94	12.44	13.87	15.85	17.83
Hel Arc Repair	* 331	20.03	10.66	11.16	11.66	12.16	12.66	14.02	16.02	18.03

RATES INCLUDE - C.O.L.A. Add-on of \$0.07 carry-over effective 07/01/00 which is subject to change on a quarterly basis and a General Wage Increase of \$.50 effective 7/1/00.  
\*Special Classification

**APPENDIX D — JOB CLASSIFICATIONS**  
PAY RATES BY YEAR

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JOB CLASSIFICATION	OCC. CODE	REG. RATE	1	2	3	4	5	6	7	8
<b>38 COMPRESSOR - MACHINING</b>										
Impregnation & Arod/Leak Equip Operator	* 654	19.77	10.40	10.90	11.40	11.90	12.40	13.84	15.82	17.79
Scroll Machining Operate & Setup	* 653	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
Scroll Aluminum Maching Operate & Setup	* 652	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
Scroll Steel Maching Operate & Setup	* 651	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
Shaft Line Machine & Tool Setup	* 599	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
Piston/Swashplate Machine & Tool Setup	* 598	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
FS-70 Cylinder/Cross/Kingsbury Mach Set-Up	* 597	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
FS-10 Cylindr Transfer Machine & Tool Set-Up	* 596	20.37	11.00	11.60	12.00	12.50	13.00	14.28	16.30	18.33
Impregnator System Operator	* 590	19.77	10.40	10.90	11.40	11.90	12.40	13.84	15.82	17.79
General Machining Equipment Operator	520	19.48	10.11	10.61	11.11	11.61	12.11	13.84	15.58	17.53
<b>41 COMPRESSOR - FABRICATION</b>										
Assembly & Test Equipment Setup	*5343	20.20	10.83	11.33	11.83	12.33	12.83	14.14	16.18	18.18
Assembly & Test Equipment Setup	*5342	20.16	10.78	11.28	11.78	12.28	12.78	14.11	16.12	18.14
Assembly & Test Equipment Setup	*5341	20.10	10.73	11.23	11.73	12.23	12.73	14.07	16.08	18.09
Product Inspector	901	19.53	10.16	10.66	11.16	11.66	12.16	13.57	15.82	17.58
Scroll Assembly & Test Equipment Setup	* 860	20.20	10.83	11.33	11.83	12.33	12.83	14.14	16.18	18.18
Compressor Builder	555	19.42	10.05	10.55	11.05	11.55	12.05	13.59	15.54	17.48
Compressor Functional Repair	* 554	19.88	10.29	10.79	11.29	11.79	12.29	13.76	15.73	17.58
<b>42 MATERIAL HANDLING</b>										
Die Crib Attendant	* 721	19.51	10.44	10.94	11.44	11.94	12.44	13.87	15.85	17.83
Material Handler	* 260	19.57	10.20	10.70	11.20	11.70	12.20	13.70	15.68	17.61
<b>43 PRODUCT SHIPPING</b>										
Product Shipper	245	19.37	10.00	10.50	11.00	11.50	12.00	13.58	15.50	17.43

RATES INCLUDE - C.O.L.A. Add-on of \$.07 carry-over effective 07/01/00 which is subject to change on a quarterly basis and a General Wage Increase of \$.50 effective 7/1/00.  
\*Special Classification

**APPENDIX D — JOB CLASSIFICATIONS**

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S/D	JOB CLASSIFICATION	OCC. CODE	REG. RATE	NON-JOURNEYMEN				JOURNEYMEN			
				0-6 MOS	COMPL 6 MOS	COMPL 18 MOS	COMPL 30 MOS	0-6 MOS	COMPL 6 MOS	COMPL 18 MOS	COMPL 30 MOS
3	Auto. Mechanic	830	21.42	17.14	18.21	19.28	20.35	18.21	19.28	20.35	21.42
4	Auto. Mechanic - (Industrial Equip.)	808	21.27	17.02	18.08	19.14	20.21	18.08	19.14	20.21	21.27
8	Bricklayer	837	20.98	16.78	17.83	18.88	19.93	17.83	18.88	19.93	20.98
6	Carpenter	804	20.98	16.78	17.83	18.88	19.93	17.83	18.88	19.93	20.98
7	Charge Board	805	21.57	17.26	18.33	19.41	20.49	18.33	19.41	20.49	21.57
35	Cutter Grinder	811	21.43	17.14	18.22	19.29	20.36	18.22	19.29	20.36	21.43
9	Electrician	808	21.57	17.26	18.33	19.41	20.49	18.33	19.41	20.49	21.57
13	Instrument Repair	809	21.57	17.26	18.33	19.41	20.49	18.33	19.41	20.49	21.57
16	Machine Group - (Tool Room)	810	21.65	17.32	18.40	19.48	20.57	18.40	19.49	20.57	21.65
17	Machine Maint & Repair	812	21.43	17.14	18.22	19.29	20.36	18.22	19.29	20.36	21.43
19	Maintenance Welding	814	21.43	17.14	18.22	19.29	20.36	18.22	19.29	20.36	21.43
24	Plumber/Pipefitter	818	21.43	17.14	18.22	19.29	20.36	18.22	19.29	20.36	21.43
21	Powerhouse Engineer	815	21.19	16.95	18.01	19.07	20.13	18.01	19.07	20.13	21.19
40	Tool Gauge & Fixturs	950	21.43	17.14	18.22	19.28	20.38	18.22	19.29	20.38	21.43
34	Water Treatment	817	21.43	17.14	18.22	19.29	20.36	18.22	19.29	20.36	21.43

RATES INCLUDE - C.O.L.A. Add-on of \$.07 carry-over effective 07/01/00 which is subject to change on a quarterly basis and a General Wage Increase of \$.50 effective 7/1/00.

## APPENDIX E

### Skilled Trades Apprenticeship Agreement

Agreement entered into this 31st day of July 2000, between Visteon Systems, LLC, Connersville Plant, and the International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, AFL-CIO and its Local 919.

#### ARTICLE I - Definitions

- (a) The term "Company" shall mean the Visteon Systems, LLC, Connersville Plant.
- (b) The term "Union" shall mean the International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, AFL-CIO and its Local 919.
- (c) "Registration Agency" on labor standards shall mean the Bureau Apprenticeship, U. S. Department of Labor.
- (d) "Apprenticeship contract" shall mean a written contract between the Company and the person employed as an apprentice, and their parent or guardian if they are a minor, which agreement or indenture shall be approved by the Secretary of the Joint Apprenticeship Committee and be registered with the Registration Agency.
- (e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which they have been assigned under this Agreement and who are covered by a written contract with the Company providing for their training in accordance with the program established by the Company and the Union in this Agreement and who is registered with the Registration Agency.
- (f) "Committee" shall mean the Joint Apprenticeship Committee established under this Agreement.
- (g) "Training Director of the Company" shall mean the person employed by the Company assigned the responsibility of coordinating the program.

- (h) "Apprenticeship Program" shall mean the formal training program hereinafter referred to as the program designed to develop, within the Company, trained skilled trades employees.
- (i) "Basic Labor Agreement" shall mean the principal Collective Bargaining Agreement currently in effect between the Company and the Union.

#### ARTICLE II - Purpose

The purpose of the Apprenticeship Program is to train individuals in such skilled trades as may be desirable. The object of the training is to provide the Company with skilled journeymen who are thoroughly versed in methods used in its plants and provide training for individuals in their chosen trades.

#### ARTICLE III - Qualifications

Selection of apprentices from among applicants for the "Apprenticeship Program" shall be made without regard to race, creed, color, national origin or sex, provided such applicants meet the following minimum qualifications:

1. Citizenship: Be a U. S. citizen.
2. Education: Possess a high school diploma or its equivalent.
3. Physical: Meet the Company's physical standards for enrollment in the program.
4. Tests: Attain passing scores as determined by the Company, on mechanical aptitude, mental level, and other applicable tests selected and administered by the Company.
5. Age: Have passed their eighteenth (18th) birthday at the time of their enrollment in the course.
6. An employee listed as a Journeyman, non-Journeyman, or an Apprentice shall not be considered eligible to apply for any future openings in the Skilled Trades Apprenticeship Program.

#### **ARTICLE IV - Bargaining Unit Employee Preference**

Bargaining Unit employees will be given preference in this program provided their qualifications are equal to that of other candidates.

#### **ARTICLE V - Term of Apprenticeship**

Apprenticeship courses are normally 8,000 hours or approximately four years in length, including related training, although the number of hours required may vary somewhat between the different trades. Shop schedules setting forth the number of total hours required for graduating in a specific trade, plus a breakdown of the approximate number of hours in each trade, are set forth in Attachment "A". This breakdown of the work processes shall be used and followed as nearly as practicable. However, because of the changing nature of Company operations, it may be necessary to add to or delete from some of the training as outlined.

Satisfactory completion of the related training courses and of the total number of hours specified for each trade shall be required for graduation. All overtime actually worked during any term period shall be counted as hours worked and applied against the period total.

Time lost due to illness, personal reasons, vacations, lay-off, leave of absence, or for other reasons will not be computed in determining the time spent in the apprentice course. Notwithstanding any other provisions in this Agreement, apprentice course credit will be granted only for the time spent in the performance of duties actually performed as part of the practical training or related instruction assignment.

#### **ARTICLE VI - Related Training**

The classes of related instruction will be arranged for by the Company in conformance with the subjects for related instruction. In case of failure on the part of the trainee to fulfill his/her obligation of classroom attendance, or if he/she does not attain a passing grade, the Company may remove such employee from the program. Hours spent in such related

training will be compensated for at the apprentice's straight time hourly rate of pay and will not be considered as hours of work for the purpose of computing overtime payments.

#### **ARTICLE VII - Credit for Previous Experience**

Any person employed as an apprentice under the provisions of this Agreement, who has received previous training under a formal apprenticeship program approved by the Bureau of Apprenticeship Training, Department of Labor, or approved related training in any of the Armed Forces, within two (2) years prior to their application shall receive credit for such previous experience toward completion of the hours required for graduation in the applicable trade. Evaluation of such previous training shall be by the Company Training Director, who shall determine the amount of previous credit to be applied towards completion of the required apprenticeship course. The wage rate for such an employee shall be that of the period to which such credit advances them.

#### **ARTICLE VIII - Joint Apprenticeship Committee**

There is established a Joint Apprenticeship Committee which shall be composed of two members appointed by the Union who are journeyman skilled trades employees and two members appointed by the Company. The committee shall elect a chairman and a secretary. When a Company member is chairman, a Union member shall be secretary and vice-versa. The committee will meet as necessary but not more than once a month unless mutually agreed to by the chairman and secretary. The Company will pay each Union member of the committee at their straight time rate of pay for their time spent in committee meetings.

The duties of the Committee shall be:

1. To act in an advisory capacity only with regard to the general terms and conditions of these standards.
2. To approve the duly executed Apprenticeship Contract between the Company and the apprentice, through its secretary.



3. To cooperate with the apprentice, the school authorities, the Company and the Union in the successful operation of these standards.
4. To hear and adjust all complaints of alleged violations of this Apprenticeship Agreement.
5. To certify to the appropriate Registration Agency the names of apprentices who have satisfactorily completed their apprenticeship requesting the issuance of a Certificate of Completion to the apprentice so designated. No certificates will be issued by the Registration Agencies unless approved by the Committee.
6. To formulate and carry out plans to create and maintain interest in the Apprenticeship Program.
7. To review, as necessary, hours credited to Apprentices. The Employer will furnish each month a report of all hours credited to Apprentices.

**ARTICLE IX - Disputes not Resolved by the Joint Apprenticeship Committee**

Except as otherwise specifically provided in this Agreement, any disputes arising out of the application of the terms of this Agreement which are not resolved by the Joint Apprenticeship Committee may become the subject of a grievance under Article VI of the basic Labor Agreement. Such grievances shall be filed in the third step of the procedure.

**ARTICLE X - Training Director of the Company**

Apprentices shall be under the direction and administration of the Training Director of the Company. Qualified personnel shall be charged with the responsibility of coordinating the apprenticeship program so that a systematic procedure will be followed throughout the training period. Apprentices shall be reviewed on a periodic basis as to their progress in the program, including performance on the job, their ability to learn the specific skills required in their trade, and their performance in related training courses.

Should an apprentice be unable to meet the requirements of their trade, show a lack of interest in their work, perform their work unsatisfactorily, or for any other good or sufficient reason be considered unsatisfactory in performance, their apprenticeship may be cancelled and the apprentice dismissed from the program. Such dismissal shall not be subject to review unless the apprentice has completed a probationary period of at least two thousand hours of training in their trade. After such probationary period, any action involving dismissal of an employee from the program which is related to their training as an apprentice shall be subject to review by the Committee. Failing resolution in the committee, the question of whether any such dismissal action taken by the Company is for proper cause may be processed under the procedure outlined in Article IX.

**ARTICLE XI - Provisions of the Basic Labor Agreement**

Except as specifically provided in this Agreement, apprentices will be subject to the provisions of the basic Labor Agreement.

**ARTICLE XII - Wage Rates**

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing standard of wages as follows:

- 1st 1000 hours - \$1.00 below the rate of the job classification for the trade in which the employee is apprenticed.
- 2nd 1000 hours - \$.90 below the rate of the job classification for the trade in which the employee is apprenticed.
- 3rd 1000 hours - \$.80 below the rate of the job classification for the trade in which the employee is apprenticed.
- 4th 1000 hours - \$.70 below the rate of the job classification for the trade in which the employee is apprenticed.

- 5th 1000 hours - \$.60 below the rate of the job classification for the trade in which the employee is apprenticed.
- 6th 1000 hours - \$.50 below the rate of the job classification for the trade in which the employee is apprenticed.
- 7th 1000 hours - \$.30 below the rate of the job classification for the trade in which the employee is apprenticed.
- 8th 1000 hours - \$.20 below the rate of the job classification for the trade in which the employee is apprenticed.

Employees hired on or after December 3, 1985 assigned to the skilled trades Apprenticeship Program shall be paid in accordance with the following schedule:

- 1st 1000 hours - Seventy-five percent (75%) of the regular straight time hourly rate.
- 2nd 1000 hours - Seventy-seven percent (77%) of the regular straight time hourly rate.
- 3rd 1000 hours - Eighty percent (80%) of the regular straight time hourly rate.
- 4th 1000 hours - Eighty-two percent (82%) of the regular straight time hourly rate.
- 5th 1000 hours - Eighty-five percent (85%) of the regular straight time hourly rate.
- 6th 1000 hours - Eighty-seven percent (87%) of the regular straight time hourly rate.
- 7th 1000 hours - Ninety percent (90%) of the regular straight time hourly rate.
- 8th 1000 hours - Ninety-five percent (95%) of the regular straight time hourly rate.

Upon completion of the number of hours required for graduation in a particular trade, the employee shall receive the wage rate then applicable to a journeyman in their skilled trades classification.

#### ARTICLE XIII - Seniority

Apprentices shall not be subject to bumping by other Bargaining Unit employees through layoff, recall, divisional transfer, plant or shift preference or job improvement. Apprentices will not be permitted to exercise plant or shift preference, divisional transfer or job preference and improvement.

Upon completion of the required Apprenticeship Training Program and graduation therefrom, the apprentice shall acquire journeyman status in their trade and their seniority date in such classification shall be their date of hire.

Any employee entering the Apprenticeship Program after February 6, 1978, shall, upon completion of the required Apprenticeship Training Program and graduation therefrom, receive the employee's date of entrance into the Apprenticeship Program as their seniority date in their classification.

#### ARTICLE XIV - Layoffs

The Company intends and expects to give the apprentice steady employment but reserves the right to lay off or to curtail their working hours whenever business conditions make this course necessary. Apprentices in each trade with the least amount of service in the program will be laid off first and rehires will be made in reverse order.

#### ARTICLE XV - Shifts and Overtime

The apprentice may be assigned to any shift to facilitate the training program. However, when assignment to shifts other than day shift becomes necessary, the Company will make every effort to rotate such assignments.

No apprentice shall work weekday overtime unless all journeymen and non-journeymen of the apprenticeable classification, on their shift, have been given the opportunity to work.

No apprentice shall work weekend or holiday overtime unless all journeymen and non-journeymen of the apprentice-

able classification have been given the opportunity of working.

#### **ARTICLE XVI - Tools**

Upon acceptance into the program the apprentice will be furnished a tool box which will become their property upon graduation. Each apprentice shall also be furnished with the tools required in their trade upon their acceptance into the program. The list of tools for each trade will be reviewed with the Committee prior to installation of the Apprenticeship Program at the Connersville Plants. Such tools shall be furnished to the apprentice at cost and may be paid for by the apprentice through payroll deduction. Upon graduation the apprentice shall receive a tool allowance to cover the cost of such tools. An apprentice may upon application, receive one-half (1/2) of their tool allowance upon successful completion of 4,000 hours of training.

#### **ARTICLE XVII - Safety**

Each apprentice is expected to recognize the responsibility and obligation to develop and practice safe working habits, and conduct themselves in a manner as to assure their own safety and that of their fellow workers.

#### **ARTICLE XVIII - Job Status of Employees Who are Removed from Program**

Employees who are removed from or who leave the program for any reason and who are retained on the payroll will be permitted to exercise their seniority, if any, to displace other less senior employees in the Bargaining Unit as provided in Article VII, Seniority, of the Basic Labor Agreement. Employees who are removed from or who leave the program (except in the case of layoff) shall be ineligible for re-admission to any of the apprenticeship program for a period of two years.

#### **ARTICLE XIX - Ratio**

The number of apprentices which the Company may

employ at any one time will not exceed a ratio of one (1) apprentice to every five (5) journeymen. This ratio shall permit the Company to retain (or indenture where none are enrolled) one (1) apprentice where two (2) or more but less than five (5) journeymen are employed and/or two (2) apprentices where seven (7) journeymen but less than ten (10) journeymen are employed. In seniority divisions where there are ten (10) or more journeymen, the ratio will be applied in increments of one (1) apprentice for every five (5) journeymen.

When the work force is reduced, the number of apprentices will not exceed a ratio of one (1) apprentice to every five (5) Journeymen and non-Journeymen in such apprenticeable classifications plant wide. If any Journeyman or non-Journeyman are laid off for ninety (90) consecutive calendar days, then all remaining apprentices within the particular Skilled Trades Seniority Division will be laid off until all Journeymen and non-Journeymen in the particular Skilled Trades Seniority Division are recalled.

#### **ARTICLE XX - Apprenticeship Contract**

Apprentices shall be covered by separate apprenticeship contract between the apprentice and the Company on a standard apprentice indenture form, as set forth in Attachment "B" of the Agreement.

#### **ARTICLE XXI - Certificate of Completion of Apprenticeship**

Upon completion of the apprenticeship under these apprenticeship standards, the Joint Apprenticeship Committee will recommend to the Bureau of Apprenticeship and Training, U. S. Department of Labor that a certificate signifying completion of the apprenticeship be issued to the apprentice.

#### **ARTICLE XXII - Size and Continuation of the Program**

The Company shall determine the total number of appren-

tices in the program at any time. The Company shall also decide whether to continue the program.

**ARTICLE XXIII - Modification of Agreement**

This apprenticeship agreement may be modified at any time subject to agreement between the Company and the Union. A copy of such modified program will be filed with the Bureau of Apprenticeship and Training.

**ARTICLE XXIV - Term of the Agreement**

This Agreement which constitutes an appendix to the basic Labor Agreement shall be effective on and shall remain in effect during the term of the basic Labor Agreement.

**ATTACHMENT A  
SHOP TRAINING**

**Electrician**

A. Introductory Training .....	375
B. Identification and Use .....	325
C. Low Voltage .....	1100
D. Electrical Construction .....	1300
E. Motor and Generator Repair (Minor) .....	900
F. Power Distribution .....	325
G. Maintenance .....	1000
H. General Optional Assignments .....	299
I. Final Assignments .....	1800
J. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

**Automotive Mechanic (Industrial Equipment)**

A. Introductory Orientation .....	100
B. Lubrication .....	200
C. Brakes .....	700
D. Chassis, Axle, Steering .....	300
E. Engine Rebuilding .....	1640
F. Differential, Rear Axle, Transmission and Clutch .....	400
G. LP Application .....	400
H. Diesel .....	200
I. Hydraulic Application .....	800
J. Use of Motor Testing Equipment .....	400
K. Preventive Maintenance .....	300
L. Generator and Starter .....	800
M. Engine Tune-up .....	500
N. General Optional Assignments .....	684
O. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

**Machine Repair**

A. Introductory Training .....	200
B. Drill Press .....	300
C. Shaper .....	240

D. Engine Lathe .....	360
E. Milling Machine .....	240
F. Bench and Floor .....	400
G. Rigging and Climbing .....	500
H. Installation .....	1600
I. Press Maintenance, Repair and Installation .....	1000
J. General Maintenance and Repair .....	2584
K. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

#### Power House

A. Introductory Orientation .....	200
B. Bench and Floor Work .....	350
C. Water Systems .....	850
D. Boiler Operation and Repair .....	1450
E. Electrical .....	400
F. Air Compressors .....	1100
G. Refrigeration and Air Conditioning .....	1050
H. Steam System .....	760
I. General Optional Assignments .....	500
J. Final Assignments .....	764
K. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

#### Plumber-Pipefitter

A. Introductory Instructions .....	120
B. Elementary Tool Practice .....	160
C. Air Circuits .....	560
D. Pickling Systems .....	800
E. Gas Systems .....	220
F. Installation of Steam, Water and Gas Equipment .....	1440
G. Powerhouse .....	120
H. Welding .....	80
I. Engineering .....	120
J. Hydraulic .....	620
K. Service Calls .....	1500
L. Final .....	1684

M. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

#### Tool and Die Maker

A. Shaper .....	600
B. Lathe .....	900
C. Milling Machines .....	900
D. Sawing and Filing .....	200
E. Drill Presses (Table and Radial) .....	800
F. Surface Grinding .....	800
G. External and Internal Grinders .....	200
H. Heat Treating .....	200
I. Tool and Die Helper (Bench Work) .....	900
J. Junior Tool and Die Maker .....	900
K. General Tool Room Responsibilities .....	1024
L. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

#### Industrial Welder

A. Introduction .....	160
B. Bench Work .....	800
C. Controlled Atmosphere Welding .....	900
D. Arc Welding .....	900
E. Acetylene Welding .....	900
F. Pipe Welding and Burning .....	400
G. Tool and Die Welding .....	400
H. Heat Treating .....	300
I. Construction Welding .....	200
J. Bending .....	200
K. Applied Mechanics .....	800
L. General Optional Assignments .....	464
M. Final Assignments .....	1000
N. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

#### Instrument Repair

A. Introductory Training .....	300
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B. Essentials of Electricity and Principles of A. C. Current .....	800
C. Pressure Gages and Regulators .....	600
D. Pressure Controls and Draft Gages .....	500
E. Solid State .....	1200
F. Thermocouples .....	500
G. Flowmeters .....	500
H. Temperature Controls .....	1000
I. Test Equipment .....	400
J. General Instrument Repair .....	1624
K. Related Training .....	576
<b>Total Hours:</b>	<b>8000</b>

**Cutter Grinder**

A. Surface Grinder .....	200
B. Universal Cutter Grinder .....	1000
C. Form Relief Grinder .....	1000
D. Automatic Drill Grinder .....	400
E. Single Point Carbide Grinder .....	400
F. Diamond Tool Resharpener .....	1000
G. Fabrication - Welding & Brazing .....	600
H. Repairs & Manufacture of Cutting Tools .....	600
I. Precision Measuring Devices .....	600
J. Cutting Tool Inspection .....	1000
K. Precision Tool Setting .....	600
L. Related Training .....	600
<b>Total Hours:</b>	<b>8000</b>

**Bricklayer**

A. Laying of Bricks .....	4000
B. Laying of Stone .....	1000
C. Pointing, Cleaning, Caulking .....	1000
D. Laying of Building Units .....	1000
E. Fire-proofing .....	500
F. Care and Use of Tools and Equipment .....	500
<b>Total Hours:</b>	<b>8000</b>

In witness whereof, the parties hereto have executed this Agreement this seventeenth (17th) day of July, 2000, between Local 919, International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, AFL-CIO and Visteon Systems, LLC, Connersville Plant, Connersville, Indiana.

**IUE Local Union 919**

John Pavy *John Pavy*  
 Linda Willhite *Linda Willhite*  
 Jim Barrett *Jim Barrett*  
 Angie Kuntz *Angie Kuntz*  
 Ron Lovins *Ron Lovins*  
 Karen Baker *Karen D. Baker*  
 Ron Baker *Ron Baker*  
 Dale Bloom *Dale Bloom*  
 Mike Smith *Mike Smith*  
 Jeff Sizemore *Jeff Sizemore*  
 Glenn Bischoff *Glenn Bischoff*  
 Ron Fox *Ron Fox*  
 Terry Massey *Terry Massey*  
 Charles Stevens *Charles Stevens*

**Visteon Systems, LLC,  
Connersville Plant**

Don Vincent *Don Vincent*  
 John Donner *John Donner*  
 Darin Dubbs *Darin Dubbs*  
 Marc Cunningham *Marc Cunningham*  
 Jim Porcaro *Jim Porcaro*  
 Steve Blanco *Steve Blanco*  
 Dave Dwenger *Dave Dwenger*

**Visteon Labor Staff**

Kirby Baker *Kirby Baker*  
 Robert Viscomi *Robert Viscomi*

**IUE International Union**

Ed Fire *Ed Fire*  
 Bruce Van Ess *Bruce Van Ess*  
 Greg Petersen *Greg Petersen*

**ATTACHMENT B**  
**Apprenticeship Contract**

This CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_, year of \_\_\_\_, between \_\_\_\_ hereinafter referred to as the COMPANY, and \_\_\_\_ born (Mo.) \_\_\_\_ (Day) \_\_\_\_ (Year) \_\_\_\_, hereinafter referred to as APPRENTICE, and (if a minor) (Name of Parent or Guardian) \_\_\_\_ hereinafter referred to as his/her PARENT or GUARDIAN.

The Company agrees to employ the Apprentice for the purpose of training them in conformance with the terms and conditions contained in the Agreement, in the trade of \_\_\_\_, Program registered \_\_\_\_.

The Apprentice agrees to apply himself/herself diligently and faithfully in fulfilling the classroom and skills training requirements contained in the Agreement.

The term of apprenticeship shall begin on \_\_\_\_ day of \_\_\_\_ year of \_\_\_\_, and shall terminate upon the successful completion by the Apprentice of \_\_\_\_ hours, less \_\_\_\_ credit for previous experience. The Apprentice shall attend classes of related instruction for a minimum of 144 hours a year for each year of apprenticeship.

The Company or the Apprentice may terminate this contract at any time based on conditions outlined and set forth in the Agreement.

IN WITNESS WHEREOF the parties hereunto set their hands and seals:

_____ (Apprentice)	(SEAL)
_____ (Address)	
_____ (Parent or Guardian)	(SEAL)
_____ (Employer)	(SEAL)
_____ (Officer)	
_____ (Address)	

Registered with the Bureau of Apprenticeship and Training by  
\_\_\_\_ on \_\_\_\_, year of \_\_\_\_.

7/17/00

**SETTLEMENT STIPULATION**

The undersigned, Visteon Systems, LLC, Connersville, Plant, a wholly owned subsidiary of Visteon Corporation (hereinafter called the Company) and the International Union of Electronic, Electrical, Technical, Salaried, Machine and Furniture Workers, Local 919 (hereinafter called the Union) hereby agree on the terms and conditions as are hereinafter enumerated in full and complete settlement for a new labor agreement to be effective on July 1, 2000 and extending to June 30, 2005.

It is mutually understood that this Settlement Stipulation shall become binding upon the Company and the Union upon ratification by the membership of the Local Union of the terms and conditions as are hereinafter enumerated. Following such ratification, the Company and the Union agree that there shall then be a binding agreement between them pending the prompt preparation and the prompt execution of a formal agreement.

Terms and condition of this Settlement Stipulation follow:

- (1) Those articles previously agreed upon by the Company and the Union pursuant to negotiations on a new labor agreement and which bear the signatures and/or initials of authorized representatives of the Company and the Union are by this reference incorporated into and made a part of the Settlement Stipulation.
- (2) All other provisions of the agreement between the Company and the Union dated July 1, 1997 will continue to remain the same and in full force and effect and are by this reference incorporated into and made a part of this Settlement Stipulation except as they are expressly changed as provided by Paragraph (1) above, or as hereinafter provided.
- (3) Revise Article III (Holiday Allowance Schedule) as provided in Attachment A.
- (4) Revise Article XII, Section 5 to increase funeral pay to forty (40) hours at an employees straight time rate.

(5) Revise Article XII, Section 7 to increase shift premiums by five cents (\$.05) per hour.

(6) Revise Article XIV, Section 7 to increase the tool allowance to \$200.00 per year for years 2000, 2001, 2002, and 2003.

(7) Effective July 1, 2000 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate. Effective July 1, 2001 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate. Effective July 1, 2002 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate. Effective July 1, 2003 a general wage increase of fifty cents (\$.50) per hour will be paid to all employees who are receiving the full wage rate for their classification. Employees who are paid on a percentage basis of a wage rate will receive the appropriate percentage adjustment to their base rate.

(8) Non-skilled employees who are in their first through eighth years of service will be paid in accordance with the following:

Year	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
<u>7/1/2000</u>	.50	.50	.50	.50	.50	70% of full rate	80% of full rate	90% of full rate
<u>7/1/2001</u>	.50	.50	.50	.50	.50	70% of full rate	85% of full rate	95% of full rate
<u>7/1/2002</u>	.50	.50	.50	.50	.50	75% of full rate	85% of full rate	95% of full rate
<u>7/1/2003</u>	.50	.50	.50	.50	.50	75% of full rate	85% of full rate	95% of full rate

(9) Effective July 1, 2000 a lump sum bonus payment in the amount of one thousand, three hundred and fifty dollars (\$1,350) minus taxes will be paid to all employees on the active roles of the employer.

(10) Revise Article XII, Section 11, cost of living plan in accordance with Attachment B.

(11) Effective July 1, 2000 the Stock Chaser Classification (Job Code 200) and the Material Handler Classification (Job Code 260) full wage rates will be increased twenty cents (\$.20) per hour. This increase is in addition to the July 1, 2000 general wage increase.

(12) Revise Article XVI to reflect that the Life Income Benefit provided under the Pension Plan will be increased to \$32.00 per month per year of credited service for retirements on or after July 1, 2000; \$34.00 per month per year of credited service for retirements on or after July 1, 2001; \$35.00 per month per year of credited service for retirements on or after July 1, 2002; and \$36.00 per month per year of credited service for retirements on or after July 1, 2003. An employee electing to retire on or after July 1, 2000 shall receive the pension credit in effect at the time of retirement and shall be entitled to receive any future increases remaining in this agreement on the effective date(s) of the increase(s).

(13) Revise the amount needed to increase the Early Pension Benefit payable to age 62 for early retirement of employees with thirty (30) or more years credited service on or after July 1, 2000 to \$2250.00 a month. Revise Article XVI to include that the Early Pension Benefit monthly supplement will be extended for future retirees whose birth years are 1938 through 1943 until the date they become eligible for Social Security at the 80% level.

(14) Effective July 1, 2000 the monthly Medicare benefit will be equal to one (1) Medicare Part "B" premium, or \$47.50 whichever is less in accordance with the Group Insurance Plan.



(15) Revise the Group Insurance Plan effective July 1, 2000 as follows:

- A) Employees hired prior to December 19, 1995 and who have two years of service with the Company will receive Life and Accidental Death and Dismemberment Insurance in the amount of \$27,500.00.
- B) Employees hired on or after December 19, 1995 will receive Life and Accidental Death and Dismemberment Insurance in the amount of \$27,500.00 in accordance with the Group Insurance Plan.
- C) Bone marrow transplants will be provided in accordance with the Group Insurance Plan and pre-approved by the insurance carrier for treatment of leukemia. Bone marrow transplant coverage in the treatment of breast cancer will only be provided in the advanced stages (i.e. treatment of last resort). Coverages of donor expenses will be covered only after other coverages have paid.
- D) Provide coverage for organ transplants when medically necessary in accordance with the Group Insurance Plan and pre-approved by the insurance carrier. A maximum of \$50,000 (for surgical expenses) for each heart, heart-lung, kidney, liver and bone marrow (as provided in C) transplant will be covered.

(16) Revise the Vision Insurance Plan effective July 1, 2000 as follows:

- A) For a covered vision examination up to \$40.00
- B) For frames up to \$35.00
- C) For lenses:
  - Single vision up to \$30.00
  - Bifocal vision up to \$40.00
  - Trifocal vision up to \$50.00
  - Lenticular vision up to \$50.00
- D) For contact lenses:

Therapeutic up to \$300.00

Other up to \$50.00

- (17) Revise the Dental Insurance Plan effective July 1, 2000 as follows: Provide for covered dental expenses in connection with orthodontics, including related oral examinations, surgery and extractions, the maximum benefit payable for expenses with respect to each individual shall be \$1400.00 during the lifetime of such individual.
- (18) If you retire from the bargaining unit on or after July 1, 2000, then, upon your death, your designated beneficiary or estate will receive a lump sum Death Benefit of at least \$7,500. The Death Benefit will be larger than \$7,500 if the lesser of (a) 60 times your monthly pension benefit amount or (b) the amount of Severance Benefit which you were eligible immediately prior to retirement, minus the total amount of pension paid to you at the time of your death, exceeds \$7,500.
- (19) Revise Article XII, Section 1 to delete the last paragraph.
- (20) Revise Article XII, Section 8 to provide mileage rate of \$.27 per mile.
- (21) Revise Article XVIII, Sections 1 and 2 to reflect the contract expiration date of July 1, 2005 with a re-opener to occur May/June 2004.



Visteon Systems, LLC  
 Connersville Plant  
 4747 Western Avenue  
 Connersville, IN 47331

Wednesday, June 21, 2000

John Pavy, President  
 IUE Local 919  
 806 West 21<sup>st</sup> Street  
 Connersville, IN 47331

Dear Mr. Pavy:

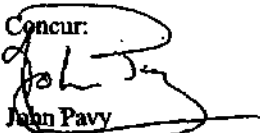
During the course of these negotiations, the Company and the Union discussed programming issues as it relates to apprenticeable Skilled Trades. The following grievance settlement outlines the procedures for P.L.C. programming:

When an existing P.L.C. program has been redesigned or modified the Company will either utilize an appropriate skilled trades employee or have the appropriate skilled trades employee present when the revised P.L.C. program is being downloaded into a particular piece of equipment.


In cases where a vendor has supplied a new P.L.C. program to redesign or modify an existing P.L.C. program the Company will either utilize an appropriate skilled trades employee or have the appropriate skilled trades employee present when the P.L.C. program is being downloaded into a particular piece of equipment.

When it becomes necessary to make a backup tape of a P.L.C. program either an appropriate skilled trades employee or a salaried employee may make such backup tape.

Concur:

  
 John Pavy

Very truly yours,

  
 Don Vincent, Manager  
 Human Resources

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Visteon Systems, LLC  
 Connersville Plant  
 4747 Western Avenue  
 Connersville, IN 47331

Friday, June 23, 2000

John Pavy, President  
 IUE Local 919  
 806 West 21<sup>st</sup> Street  
 Connersville, IN 47331

Dear Mr. Pavy:

During these negotiations, the parties held extensive discussions relative to non-skilled overtime scheduling process and procedures. The parties recognized that improved scheduling would provide for early notice of overtime assignment, reduce pay issues, and resolve notification disputes.

As a result, it was agreed to establish a joint study group to review and develop a new procedure for scheduling overtime and for determining the implementation process.

Further, it is intended that the joint committee will consist of an equal number of members to be appointed by the Union and the Company. The parties in the committee will begin meeting no later than 90 days after the effective date of the agreement, and will conclude the development and establish an implementation date no later than 120 days after the first meeting.

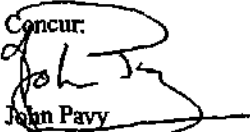
Changes or modifications to this letter may be made by mutual agreement of the parties.

Very truly yours,



Don Vincent, Manager  
 Human Resources

Concur:

  
 John Pavy

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Visteon Systems, LLC  
 Connersville Plant  
 4747 Western Avenue  
 Connersville, IN 47331

Friday, June 23, 2000

John Pavy, President  
 IUE Local 919  
 806 West 21<sup>st</sup> Street  
 Connersville, IN 47331

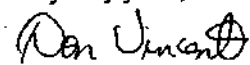
Dear Mr. Pavy:

During these negotiations, the parties held extensive discussions relative to inverse seniority layoffs. As a result, it was agreed to establish a joint study group to review and develop a new procedure for inverse seniority layoffs and for determining the implementation process.

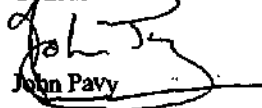
Further, it is intended that the joint committee will consist of an equal number of members to be appointed by the Union and the Company. The parties in the committee will begin meeting no later than 90 days after the effective date of the agreement, and will conclude the development and establish an implementation date no later than 120 days after the first meeting.

Changes or modifications to this letter may be made by mutual agreement of the parties.

Very truly yours,

  
 Don Vincent, Manager  
 Human Resources

Concur:

  
 John Pavy



Visteon Systems, LLC  
 Connersville Plant  
 4747 Western Avenue  
 Connersville, IN 47331  
 June 23, 2000

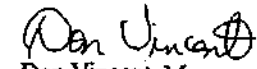
John Pavy, President  
 IUE, Local 919  
 806 West 21<sup>st</sup> Street  
 Connersville, IN 47331

Dear Mr. Pavy:

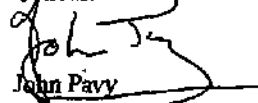
The Company and the Union recognize the importance of providing a safe and healthy work environment for all employees. In this regard, the parties are committed to maintaining a safe workplace and working to reduce the frequency of occupational injury or illness, and the corresponding incidents of lost-time and severity. The emphasis on safety is paramount, and both the Company and the Union recognize that additional or continued training and orientation may be required to support progress toward a safe and healthy operation.

The Company and Union are dedicated to the resolution of health and safety concerns, and the parties will continue to strive for improved workplace safety through the involvement of all employees, as well as management and union officials. The utilization of Area Safety Coordinators and regular department safety meetings has indicated that increased awareness and recognition contribute to improved safety performance. The Company and Union will continue to discuss procedures and consider alternatives that will enhance workplace safety and ensure compliance with Corporate and OSHA safety standards.

Very truly yours,

  
 Don Vincent, Manager  
 Human Resources

Concur:

  
 John Pavy



Visteon Systems, LLC  
Connersville Plant  
4747 Western Avenue  
Connersville, IN 47331

June 23, 2000

John Pavy, President  
IUE, Local 919  
806 West 21st Street  
Connersville, IN 47331

Dear Mr. Pavy:

During the course of these negotiations the Company and the Union discussed their shared desire that the Connersville Plant continue in the future its competitive presence as a preferred supplier of automotive components. To achieve and maintain that position, both parties recognized the need to continuously improve the plant's products and services and the parties further recognized that the continuous improvement of those products and services requires the effective utilization of all available resources - investment money, technology, available time, and employee knowledge.

The long-term success of the Connersville Plant will be determined by the customers in the marketplace. Customers must regard the Connersville Plant as the best place to spend their money for a given product or service, and everything done at the plant must provide value to the customer. In that regard, the Company and the Union have agreed to establish a joint committee, co-chaired by the Union President and the Plant Manager, to initiate and support continuous improvement and achieve customer satisfaction. This committee will meet on a regular basis to consider and evaluate programs and ideas such as some form of suggestion program, problem-solving groups to reduce scrap or improve machine uptime, new forms of organization, or other such practices as the Company and Union subsequently might consider and agree

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to implement.

The Company and Union already have succeeded in launching a program of Total Productive Manufacturing. The Connersville Total Productive Manufacturing (CTPM) effort has demonstrated that the combined resources and talents of employees, Union officials and Company representatives can improve quality and enhance machine dependability.

The Company and the Union recognize that the Plant's ability to continuously improve products and services by encouraging, recognizing and using the talents and ideas of all employees is the key to the plant's future success in a competitive world-wide marketplace.

Very truly yours,

Don Vincent, Manager  
Human Resources

Concur:

  
John Pavy

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Visteon Systems, LLC  
 Connersville Plant  
 4747 Western Avenue  
 Connersville, IN 47331  
 June 23, 2000

John Pavy, President  
 IUE, Local 919  
 806 West 21st Street  
 Connersville, IN 47331

Dear Mr. Pavy:

During these negotiations the parties affirmed their mutual desire that the Connersville Plant will continue to be a competitive supplier of automotive and related sub-system components in the global market place.

The parties recognize that in order to attract new business and retain existing business, we must continue to pursue manufacturing efficiencies and world class processes and be responsive to changing customer demands in the market place. The parties also recognize that to support the funding of new technology required to attract new business, we must demonstrate a mutual willingness to achieve continuous improvement in work practices, operations and employee participation.

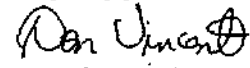
When new business and/or new technology are being pursued for the Plant, the parties agree to develop and formulate together, in advance, new concepts that parallel best-in-class work practices, methods of operation and employee participation opportunities relevant to the new business and/or technology.

The Company and the Union reaffirm their beliefs that the Plant's ability to sustain continuous improvement in its products and services by encouraging, recognizing and using the talents and ideas of all employees is key to Connersville's future success in a competitive world-wide market.

Concur:

  
 John Pavy

Very truly yours,

  
 Don Vincent, Manager  
 Human Resources

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Visteon Systems, LLC  
 Connersville Plant  
 4747 Western Avenue  
 Connersville, IN 47331

June 23, 2000

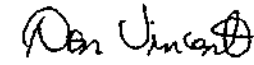
John Pavy, President  
 IUE, Local 919  
 806 West 21st Street  
 Connersville, IN 47331

Dear Mr. Pavy:

During the course of these negotiations the Company and the Union discussed several work practices as they relate to Apprenticeship Skilled Trades, which were the result of several grievance settlements which date back to 1980.

The Company and the Union agree that these settlements have clarified and reaffirmed several work assignment issues in the past and it is not the intent of the Company to eliminate or modify these practices during these negotiations. The grievance settlements are 11576, 12938, 12985, 12986, 13670, 20283, 20758, 20978, 20981, 21320, 21331 and 21526.

Very truly yours,

  
 Don Vincent, Manager  
 Human Resources

Concur:

  
 John Pavy

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## MEDICAL STATEMENTS

The parties agree to include the following guidelines following the last page of the Agreement to read as follows:

When an employee is absent on a scheduled work day(s) for medical reasons, the employee is required to secure a medical statement and submit to the Company, the following information in order for a medical statement to be valid:

1. Must be on a medical note pad and signed by a doctor.
2. Must specifically state the employee was "unable to work" or "totally incapacitated".
3. Must state clearly the date(s) employee was unable to work.
4. Employee is responsible to ensure the doctor has indicated on the medical note the cause (diagnosis) of the disability.
5. The employee is responsible to turn in the note to the Medical Department no later than the first day the employee returns to work.
6. The date(s) the employee visits the doctor must be indicated on the medical note.

If an employee is absent:

- A. One (1) scheduled work day, the doctor visit date must be the same date as the absence date.
- B. Two (2) scheduled work days, the doctor visit date must be no later than the second (2nd) absent date.
- C. Three (3) scheduled work days or more, the doctor visit date must be no later than the third (3rd) absent date.

If the scheduled work day is on a Saturday, Sunday or Holiday, the employee must obtain a medical note no later than the employee's next regularly scheduled work day (i.e. Monday through Friday).

Employees are reminded to call in no later than every third (3rd) day in accordance with Article VII, Section 4.

## FOLEY & LARDNER

CHICAGO  
DENVER  
JACKSONVILLE  
LOS ANGELES  
MEMPHIS  
MIAMI  
NEW YORK  
SAN FRANCISCO

FOLEY & LARDNER  
FOLEY@fley.com

ATTORNEYS AT LAW  
1111 LAMAR AVENUE, SUITE 2000  
DENVER, COLORADO 80202  
TELEPHONE 303.441.4400  
FACSIMILE 303.441.4400

WESTPAC FIRST LLC  
(414) 297-5899

WASHINGTON, D.C.  
WEST PALM BEACH  
MIAMI

WASHINGTON, D.C.  
202796-0101

June 22, 2000

Stephen Koslow  
Associate General Counsel  
IUE  
1126 Sixteenth Street, NW  
Washington, DC 20036

Susan Byrnes  
Associate General Counsel  
IUE  
1126 Sixteenth Street, NW  
Washington, DC 20036

Dear Mr. Koslow and Ms. Byrnes:

As you know we represent Visteon. Over the past month, we have had conversations about the spin-off of Visteon from Ford, and specifically, about how the collective bargaining agreements and other agreements and past practices between IUE Locals 907 and 919 and Ford Electronics and Refrigeration, LLC (at the time the agreements were executed, a wholly-owned subsidiary of Ford) are affected by the spin-off. This letter is intended to clarify that situation.

Visteon Corporation is currently a wholly-owned subsidiary of Ford. In turn, Ford Electronics and Refrigeration, LLC (hereinafter known as "FERCO, LLC") is wholly owned by Visteon, and its name has been changed to Visteon Systems, LLC. The name change is the only modification to the collective bargaining agreements and all other agreements and practices between Locals 907 and 919 and FERCO, LLC - i.e., Visteon Systems, LLC, continues to be bound by all terms and conditions of these agreements and practices to the same extent FERCO, LLC, was bound by them. Visteon Systems, LLC, stands in the shoes of FERCO, LLC, and is assuming all of its rights and obligations under the collective bargaining agreements and all other agreements and practices with Locals 907 and 919 without change or modification (except the name change).

All employees hired into the Local 907 and/or Local 919 bargaining units after the date of the Ford Visteon spin-off will also come under the same FERCO, LLC, and/or Visteon Systems, LLC, and Locals 919 and 907 collective bargaining and other agreements and practices that apply to employees hired before the date of the spin-off. In addition, all grievances and arbitrations will be carried over and will be unaffected by the Ford Visteon spin-off.

As stated above, FERCO, LLC - i.e., Visteon Systems, LLC, continues to be bound by all terms and conditions between itself and Locals 907 and 919 to the same extent (but no more than) FERCO is bound by these terms and condi-

tions. FERCO, LLC, - i.e., Visteon Systems, LLC, will continue, after the spin-off, to offer programs and benefits currently offered by FERCO, including, but not limited to, the Vehicle Purchase Plans A and Z, apprenticeship agreements, training, tuition reimbursement and the Ford Employee Connectivity Program (scheduled for implementation later this summer) which is currently planned to provide computers at no cost and a \$5.00 per month internet access fee. The Ford Employee Connectivity Program and Vehicle Purchase Plans A and Z may be modified to the extent Ford modifies these programs. The above described programs and benefits will be offered after the Ford Visteon spin-off on the same terms as they are currently offered, including the right, if any, to modify or discontinue the programs or benefits.

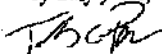
FERCO, LLC - i.e., Visteon Systems, LLC, continues to be bound by all pension and benefit plans between itself and Locals 907 and 919 to the extent FERCO, LLC, was bound by these plans. All pension and benefit plans are stand-alone plans under FERCO, LLC, and/or Visteon Systems, LLC, and are not commingled with or have any participation in any Ford Pension and Benefit Plans. All pension and benefit plans will not be changed or affected by the spin-off, with the exception of the name change. No pension and benefit plan funds will be transferred as a result of the spin-off.

On June 28, 2000, Visteon Corporation will be "spun-off" from Ford as an entirely separate company. This spin-off will have no effect on the collective bargaining agreements or any other agreements or practices between Locals 907 and 919 and FERCO, LLC, and/or Visteon Systems, LLC, because Visteon Systems, LLC, will still be a wholly-owned subsidiary of Visteon Corporation after the spin-off. The Employee Transition Agreement entered into between Ford and Visteon does not apply to bargaining unit members of Locals 907 and 919. In addition, without in any way limiting its rights under the labor agreements, FERCO, LLC, i.e., Visteon Systems, LLC, does not have any current plans to sell or close the plants represented by Locals 907 and 919, either before or after the spin-off.

The parties recognize that Local 919 and FERCO, LLC., i.e., Visteon Systems, LLC, are currently in negotiations toward a new collective bargaining agreement and they may negotiate new or modified language which would then apply to Local 919.

As you know, Mr. Fire sent a letter to Ford and Visteon dated May 26, 2000, which contains a lengthy information request. Based on this letter and the nature of the transaction (which is essentially a stock transfer), we believe, and it is my understanding you agree, that the information request is no longer necessary. If you have any questions, please let me know.

Very truly yours,

  
Thomas C. Pence

2000																
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			1	2	3	4	5	6								
7	8	9	10	11	12	13	5	6	7	8	9	10	11	12	13	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	19	20	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	26	27	
28	29	30	31				26	27	28	29	30					
JUNE							DECEMBER									
				1	2	3										
4	5	6	7	8	9	10	3	4	5	6	7	8	9	10	11	
11	12	13	14	15	16	17	10	11	12	13	14	15	16	17	18	
18	19	20	21	22	23	24	17	18	19	20	21	22	23	24	25	
25	26	27	28	29	30		24	25	26	27	28	29	30	31		