

daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandchildren, grandfather, grandmother, and step relations. In addition, should the funeral of an sister-in-law, brother-in-law, aunt or uncle (but not step relations) fall on a working day, the employee will be allowed eight (8) hours bereavement leave and eight hours pay at the regular straight time rate.

Section 2. Employees must notify their supervisor as soon as practicable of the need for funeral time off and they must provide evidence of the death upon their return to work.

ARTICLE 20 LEAVES OF ABSENCE

Section 1. When an employee is unable to work an extended period of time due to an off the job illness or injury, the employee will be granted an unpaid medical leave of absence equal to one-half (1/2) his length of Company service, or a maximum of eighteen (18) calendar months following the month the employee's disability occurs, whichever is greater if the employee provides the Company with a signed letter from his doctor stating he is unable to perform the work required of his classification.

Section 2. During an approved medical leave of absence, the Company will pay the cost of continuing the employee's medical insurance for four (4) months effective the first (1st) of the month following the start of the leave of absence. The employee(s) on a medical leave of absence may continue their medical coverage after the four (4) month period by paying the Company's actual cost of coverage until the end of their leave of absence period. The payment must be received at the plant's administrative office by certified mail by the first (1st) of the month for the next month's extension. If the payment is not received by the first (1st) of the month, insurance coverage will not be continued.

Section 3. An unpaid general leave of absence may be granted for a period of up to sixty (60) calendar days. Employees must apply for an unpaid general leave of absence through their supervisor who will review and approve the request providing the absence will not adversely affect the Company operations. All requests will be considered only on the basis of the employee's circumstances and the extent to which the employee's absence will have an adverse affect on the Company's operations. Any extension request for such leave must be approved by the Production Manager. Employees who return to work from an unpaid general leave of absence, on or before the agreed upon time within the sixty (60) day period, will be returned to the work force in the same classification they would have held if they had not gone on the leave of absence.

Section 4. Upon written notice from the District Lodge #19 I.A.M.A.W. to the Human Resources Director, employees elected or appointed to recognized and regular full-time positions with the Union will be granted appropriate leaves of absence with the Company for the duration of their term of office. Upon receipt of a one (1) week advance notice a leave of absence will be granted to a maximum of five (5) employees at any one time who are acting as union officials for attendance at conventions or for education purposes.

Section 5. Employees on temporary disability due to a on-the-job illness or injury shall be granted a leave of absence and shall be considered on inactive status until such employee is released to perform the available work or certified as permanently disabled.

Section 6. Employees will not be considered active employees while they are on leave of absence or inactive status and will not receive vacation credits during this period except as

provided by the provisions in Article 15, Section 1 (To be eligible for vacation the employee must have worked in the calendar year the vacation is taken).

Section 7. An employee on an approved leave of absence will be eligible for continued insurance coverage under the federal Consolidated Omnibus Budget Reconciliation Act of 1986.

**ARTICLE 21
GROUP INSURANCE**

Section 1. The Company will purchase and provide the same level of benefits as provided in the April 1, 2002 collective bargaining agreement a Group Life, Dental and Health Insurance Plan.

Effective April 1, 2007, the employee contributory cost per week through payroll deductions will be as follows:

	<u>4/1/07</u>	<u>4/1/08</u>	<u>4/1/09</u>
family coverage	\$44.00	\$45.00	\$50.00
single coverage	\$20.00	\$22.00	\$24.00

Employees and their eligible dependents will become eligible for this plan on the first (1st) of the month following the date of hire. The Insurance Booklets specify the definition of eligible dependents and levels of coverage. Booklets will be provided to all eligible employees.

Section 2. In addition to the Health insurance the Company agrees to provide an optional Dental Coverage plan. The employee contributory cost per week through payroll deduction will be as follows:

	<u>4/1/07</u>	<u>4/1/08</u>	<u>4/1/09</u>
family coverage	\$5.33	\$5.71	\$6.11
single coverage	\$2.00	\$2.14	\$2.29

Section 3. Employees have the option of electing not to be covered under the plan, and may re-enroll when a change in family status occurs or during the annual open enrollment period. If an employee opts out of the Group Medical Insurance he/she will receive a ten (10) dollar per week compensation. Evidence of alternate coverage must be submitted annually. The compensation will commence on the first week of the following month of receiving the evidence.

Section 4. A joint Union-Management committee shall be established to review the Group Insurance benefits and consider recommendations for changes therein from time to time.

Section 5. In addition to the Health insurance the Company agrees to provide an optional voluntary vision plan. The employee contributory cost per week through payroll deduction will be as follows:

Family coverage \$3.00 Single coverage \$1.00

ARTICLE 22 TOOLS

Section 1. Employees will be required to furnish their own hand tools and replacement tools for their primary work classification within fifteen (15) workdays of date of hire and will be required to have said tools on the work site for all scheduled hours of work. The Company will specify the required tools for each primary work classification and the employee is required to have a tool inventory on file with the Company.

Section 2. Employees are responsible for securing their personal possessions, including hand tools. The Company will provide a secure, designated location(s) for employees to store their personal tools and the employees will be responsible to furnish a secure lock and properly store their tools only in such location(s). However, if properly stored tools are stolen and evidence of break-in or theft is present, the employee will not be held responsible and the Company will replace any stolen tool(s) with tool(s) of like quality, if the circumstances warrant.

Section 3. The Company will provide specialty tools that are not normally furnished by the employee. These tools will be signed out to the employee on a daily basis with the employee expected to take reasonable care and accountability until returned. In the event that a company specialty tool or personal tools are found to be missing, immediate notification must be made to the employee's Supervisor.

ARTICLE 23 SAFETY AND SANITATION

Section 1. Any protective device or other safety equipment, that is required by local, state or federal laws and regulations to protect employees from injury will be provided by the Company without cost to the employee and will be worn and utilized by the employees in the performance of their job. Employees would utilize such devices and equipment for the purposes intended and will attempt to insure that such are well cared for and not abused or stolen. Personal safety items issued to employees, such as non-prescription and Company approved prescription safety glasses or bump caps, will be replaced as needed by the Company at no cost to the employee, unless such old items are reported as lost or stolen such items will be turned in at the time of replacement. Prescription glasses purchased by the employee need not be turned in.

Starting January 1, 2008 the Company will provide the employee with a one time annual payment of \$70 to offset the cost of safety shoes. This payment will be made by the last pay period of January of each year.

Section 2. In order to promote a safe working environment for all employees, the Parties mutually agree to encourage and promote safety as a priority consideration among the employees.

Section 3. The Company and Union agree to establish a Safety Committee consisting of Company representatives and an employee representative from each shop. Copies of the minutes of any Safety Committee meeting will be given to the Committee members.

Section 4. The Company shall maintain an emergency first-aid station within each shop to care for its employees in case of injury.

Section 5. When a work-related injury occurs in the plant in which medical treatment outside the plant is required, and it is determined unsafe for the employee to precede by himself, the Company shall arrange for transportation to the hospital.

Section 6. The Company shall furnish and provide clean, safe working conditions, which shall also include clean sanitary lunch areas, adequate locker accommodations, washing facilities and toilets that the Company and Union agree shall be maintained in a condition consistent with this Article.

ARTICLE 24 EMPLOYEE SUBSTANCE ABUSE PREVENTION PROGRAM

The substance abuse policy and prevention program in effect on July 1, 1997 is incorporated herein by reference.

ARTICLE 25 PROMOTIONS

Section 1. Promotions to higher rated classifications will be made on the basis of Company needs and requirements. Promotions of employees will be based on skill, ability and seniority.

Section 2. The Company will provide the local Union President a list of all vacancies to be filled, and post such on both Company and Union bulletin boards no later than 15 working days after the workforce profile adjustment is required. The list will identify the number of job classifications to be filled, the shift and workweek, the scheduled locations of the jobs, and the description of the work required. Job openings will be posted for a minimum of five (5) workdays and will be filled no later than five (5) workdays after the closing of the posting. First consideration will be given to those employees that submit an "Employee Job Interest Form" to the Company Human Resources Department with a copy of such to the Division Steward. Employees may submit such forms at any time. A copy of the form is attached to the Agreement and is considered a part hereof.

Section 3. The Company will notify the Union prior to implementation and if requested, the Company will provide documentation for the basis of the selection.

Section 4. Initial job postings resulting from Section 2 above will reflect the specific location of the shop and work shift (1st, 2nd, or 3rd) for each classification and description of work required with special qualifications, if required (CDL, Lathe, etc.). Vacancies resulting from these job awards will be awarded as promotions based on skill, ability and seniority. Incumbents in classification may be transferred from location to location, shift-to-shift, based on production needs and requirements.

ARTICLE 26 LAYOFF AND RECALL

Section 1. In the event of an employee reduction-in-force (lay-off), said reduction-in-force will be based on skill, ability and seniority. In the event that the senior employee cannot demonstrate the required skill and ability to perform the work that remains, he will be reduced-in-force and the next senior qualified employee will be retained. The requirement that the employee can perform the type of work that remains would not apply to work requiring a brief familiarization period

before the employee can step in and perform the work of the assigned job.

Section 2. The Company agrees to notify the local Union President of all anticipated layoffs for the following month at the Joint Labor Management meeting. Any employee scheduled to be displaced shall be notified a minimum of five (5) working days prior to the date of separation.

Section 3. Employees displaced from their regular classification will be afforded the opportunity for placement in a lower classification based upon their skill, ability and seniority. The requirement that the employee can perform the type of work to which they are being assigned would not apply to work requiring a brief familiarization period before the employee can step in and perform the work of the job assignment.

Section 4. Employees that suffer a reduction-in-force shall be retained on a recall list for a length of time equal to their service, but not longer than three (3) years. No Schedule "A" employee will be recalled or rehired at a level less than Mechanic IV, Electrical IV or Warehouse III.

Section 5. Employee recall shall be based on skill, ability and seniority. The Company shall give recalled employees at least five (5) working days notice to report; such notice shall be by registered or certified mail at the last address furnished by the employee to the Company. Employees not reporting within this noted period will be removed from the recall list unless prevented from reporting due to circumstances beyond his control.

Section 6. In the event of a layoff all wage Schedule C employees will be laid off in seniority order before any Schedule A employees with the exception of any wage Schedule A employees with less than thirty-six (36) months of employment.

Section 7. Furloughs can be exercised provided there is a complete agreement between the parties.

ARTICLE 27 NO STRIKES AND NO LOCKOUTS

Section 1. Prior to assertion of grievances as herein provided, and while questions of disputes, disagreements or grievances are pending, there will neither be a shutdown or a lockout by the Company nor suspension of work in whole or in part by the employees.

Section 2. The Company shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

Section 3. The Union shall not authorize, cause, engage in, sanction, recognize or assist, nor will any employee take part in any slowdown, work stoppage, sympathy strike, strike, picketing or other concerted interference against the Company, occurring at or around the Company's premises during the term of this Agreement, regardless of the identity of the persons or organizations who initiate such action. The Union shall not be liable for acts of employees for which it has no responsibility.

ARTICLE 28
DISCIPLINARY PROCEDURE FOR
SUSPENSION AND DISCHARGE CASES

Section 1. Employees shall not be suspended or dismissed until after a fair and impartial investigation, unless they shall accept discipline to be assessed (other than dismissal) in writing and waive formal investigation. Employees may, however, in cases management determines to be serious (such as use of intoxicants, misappropriation of company property, insubordination or vicious conduct) be suspended from work pending such investigation.

Section 2. An employee charged with an offense shall be furnished with a letter stating the precise charge or charges against him. A copy of such notice shall be furnished to the President of Local Lodge 2741. No charge shall be made that involves any matter in which the Company has had knowledge of for thirty (30) days or more, except that in cases where an employee is subject to trial in the courts, the Company may, if it elects, withhold making a charge on the offense for which the employee is tried until not more than thirty (30) days after the Company's knowledge of the Court's determination of the employee's innocence or guilt.

Section 3. The investigation shall be held within five (5) working days from the date of the notice of the alleged offense, unless additional time is requested by the Company, employee or the union. A decision will be rendered within five (5) working days after completion of the investigation. The employee(s) shall be notified of the decision in writing and a copy of same will be furnished to the President of the Local Lodge.

Section 4. Employees may be accompanied by one (1) or more duly accredited representatives of the union, who shall be permitted to be present during the entire investigation. The Union shall have the right to call witnesses that have knowledge concerning the charges being investigated, and examine and cross-examine witnesses to develop facts pertinent to the case. Duly accredited representatives accompanying an employee, not to exceed two (2) persons, shall not sustain a loss of pay for representing the employee.

Section 5. If disciplinary action is taken, the Union may tape record the proceedings for its use in the provisions of Article 29. A record of the evidence taken at the investigation will be furnished to the employee, the General Chairman, and his duly accredited representative. Appeals from the decision may be made in accordance with Article 29, of this Agreement.

Section 6. If charges against the employee are not sustained, they shall be stricken from the records. If withheld from service, suspended or discharged, the employee shall be returned to service with seniority unimpaired and paid for all wage loss and benefits. Such compensated service will be counted as qualifying days under any Article of this Agreement.

Section 7. Any employee required or requested to discuss any matter with a Company representative which may lead to disciplinary action shall be advised of his right to have his Union representative present during such discussion.

Section 8. No employee shall be subject to discipline if the Company fails to comply with the provisions of this Article.