

## COLLECTIVE BARGAINING AGREEMENT

This Agreement made and concluded at Cleveland, Ohio this 28th day of February 1944 by and between Federal Aircraft, Inc., a corporation, hereinafter referred to as the Company, and Metal and Machinery Workers' Industrial Union No. 440 of the Industrial Workers of the World, hereinafter referred to as the Union,

### WITNESSETH :

Article 1. It is the intent of the parties hereto to improve the economic and industrial relationship between the Company and its employees, and to set forth the basic agreement covering rates of pay, hours of work, and conditions of employment and methods of adjusting disputes, to be observed by the parties hereto.

Article 2. The Company recognizes the Union as the sole collective bargaining agency for its employees engaged in production. The union will not ask the Company to check off any dues or other payments to the Union; but the Company will inform all employees hired hereafter during the life of this Agreement that this Union is the recognized Union in the shop, and that in the interests of harmonious relationships it approves of its employees joining the Union, and that it will exercise union preference in hiring, laying off, and re-hiring.

Article 3. Seniority: The employee longest in the service of the Company and either competent for the work available or in the job classification for the work available, shall be the last to be laid off and the first to be re-hired; and this policy shall guide all lay-off and re-hiring. Seniority is lost if an employee voluntarily quits, is discharged with the approval of the Union, or fails to report for work within 5 days after notification to report. The seniority of an employee drafted into the armed services shall continue and accumulate as though he remained at work provided he reports for employment within 60 days of his discharge from the armed services.

Article 4. Adjustment of Disputes. There shall be a Shop Committee of three employees elected by and from the organized employees to adjust all complaints, grievances and disputes between employees and the Company. No employee is to be discharged or laid off without the approval of the Shop Committee. All negotiations with the Union shall be through the Shop Committee with other union officers present at negotiations only at the request of the Shop Committee.

Article 5. Hours. Until the present war is ended by armistice or otherwise there shall be a basic 48 hour week, beginning at 12:01 a.m. Monday morning; all work on the sixth day worked in this week shall be paid for at one and one-half times the regular rates; all work on the seventh day worked in this week shall be paid for at double the regular rates; when any employee works more than eight hours in any one day or more than eight consecutive hours



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allowing reasonable periods for lunch, the excess hours shall be paid for at one and one-half times the regular rates.

If an employee is not notified to absent himself on his regular workday and he reports and there is no work for him, he shall be paid not less than for four hours.

Post-armistice schedules will be worked out subsequently by collective bargaining; but they shall not be less favorable to the employees than the provisions of this article.

Article 6. Paid Vacations. ( This section not agreed upon when original contract was signed, but left for later consideration.)

Article 7. Wages. There shall be no reduction in the rates of any employee from the highest rate he received in February 1944, for a period of one year from the making of this Agreement. Within one week of the signing of this Agreement the parties hereto shall endeavor to have reached a wage agreement covering the rates of all workers now employed by the Company, and to provide a basic schedule for the rates of additional employees, whether learners or otherwise, to avoid intra-plant inequities and to provide for a schedule of merit or length of service increases. Whenever a job classification arises that has not been anticipated in making up this schedule, its rate shall be adjusted by conference between management and Shop Committee.

Article 8. Except for such adjustments of wages and hours as may from time to time be mutually agreed upon by the parties hereto, these articles of agreement shall be in full force and effect for a period of one year from the date of execution thereof, and shall be considered as renewed for successive periods of one year thereafter unless thirty days prior to the date of expiration, notice is given in writing by one party to the other that it desires the termination of this Agreement. Nothing in this Agreement obligates any employee to work on jobs transferred from a struck plant or to aid in breaking any strike of any union.

Signed

For the Company: W.J. Bryson

For the Shop Committee: C.R. Huntley

For the Union: Fred Thomson

Note on Article 6. The following article was submitted at the time of executing the agreement, and subsequently concurred in by the Company:

Paid Vacations and Vacation Allowances. Every employee who shall have completed six months' service for the Company, or more, shall be considered as having earned one day's ( eight hours' ) paid vacation for each two months of his service up to a total of 12 days' paid vacation for 24 months' service. Employees shall be allowed up to three days' additional time off, not paid for, in taking these vacations. Upon the separation of an employee from the Company he shall be entitled to receive the amount of pay considered as earned toward his vacation at the time of separation.

