

# **LABOR AGREEMENT**

**between**

**SKF AEROENGINE  
North America**

**and**

**LOCAL 338**

**International Union, United**

**Automobile, Aerospace and Agricultural**

**Implement Workers of America**

**FALCONER**

**OCTOBER 16, 2022**

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## **AGREEMENT**

This agreement made as of October 20, 2019, by and between SKF Aeroengine North America and its employees as hereinafter defined in its plant in the Village of Falconer, and Towns of Ellicott and Poland, County of Chautauqua, State of New York (hereinafter referred to as the Company), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and Local Union 338 (hereinafter referred to as the Union).

## **PREAMBLE**

We, the workers, the union and the management at SKF Aeroengine North America, recognize that we are competing in a global market and dedicate ourselves to successfully meeting this competitive challenge. This new agreement represents but the first step toward our mutual intent to be competitive and “to be the best”.

To accomplish our mutual goal the parties jointly pledge to work together and adopt a labor management relationship founded upon mutual trust and understanding, with a work environment based on continuous improvement, pride in workmanship, team-effort, and shared responsibilities and decision making.

It is further understood the collective talents of all employees working as a team are required to ensure that our plant remains a leader in our industry. Therefore, the parties agree to mutually explore new and innovative ways of removing any and all impediments to world competitiveness as we pursue to maintain excellence and recognition as first class in our industry.

To achieve our desired goal, it is also recognized by all concerned that both management and the union must set aside the traditionally accepted roles each has played in the past and embark upon a new non-adversarial working relationship for mutual benefit of all concerned.

The parties acknowledge equity, fair play and trust as the cornerstones of such a relationship, with dignity and the respect of each individual paramount to all else.

Objectives

- To develop trust and respect for one another at all levels.
- To reduce the plant's operating costs by improving quality and productivity and thereby enhance the plant's competitiveness.
- To build teams that work productively together.
- To make full use of the knowledge, skills and abilities of all our employees.
- To share the responsibilities of decision making, quality improvements, productivity gains, and health and safety.
- To enhance job security, maintain and increase the standard of living of all employees by achieving productivity gains and lower unit cost of production.

**WITNESSETH**

Both parties acknowledge that it is to their mutual interest to recognize the importance of the selection, retention, training and development of employees and the skill required to maintain the high quality of performance necessary for the success of the precision and super-precision bearings manufacturing operations. It is further recognized and acknowledged that wages and benefits granted to the employees depends, to a great extent, upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude between the Company and the Union. The parties agree that they will use their best efforts to cause the employees, individually and collectively, to perform quality work in order to keep the Company competitive, and thus improve the job security of all employees.

That said parties, in consideration of the mutual promises and agreements considering their mutual interests and their desire to stabilize employment, to facilitate the manufacture of the products of said Company in an efficient manner; to establish an orderly procedure for the settlement of disputes between the Company and employees; to avoid strikes, slow downs, work stoppages, and lockouts; and to secure closer and more harmonious relations between the parties, said parties promise and agree that:

## **ARTICLE I RECOGNITION**

**Section 1.1** --The Company recognizes the International and the Union as the exclusive representatives of its employees, as hereinafter defined, employed at its plant located in the Village of Falconer, and Towns of Ellicott and Poland, County of Chautauqua, State of New York, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

The term "employees" as used in this Agreement shall include all employees excluding, however, executive officers, plant managers, unit managers, manufacturing supervisors, draftsmen, sales, engineering and laboratory research-development personnel, office workers, sales and engineering trainees, and guards, pursuant and subject to the provisions of the Labor Management Relations Act 1947 and amendments thereto. Nothing herein shall be deemed to interfere with the rights of any individual employee or group of employees to present grievances to the Company under the terms of the provision in section 9 (a) of the Labor Management Relations Act.

**ARTICLE II  
MANAGEMENT RECOGNITION**

**Section 2.1 -- Management Rights**

**2.1.1** The Company's right of direction of employees including the right to hire, suspend, or discharge for proper cause or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons is recognized, provided that it is not used in any way contrary to the provisions of this Contract. It is agreed that Management's rights shall not be abridged other than as provided in this Contract.

**2.1.2** The Union recognizes and agrees that the decision to transfer or relocate work to or from the Company facility or facilities covered by this Agreement is solely within the discretion of the Company, provided it is not used in any way contrary to the provisions of 14.6.4.

**Section 2.2 -- Plant Entrance During Dispute**

**2.2.1** In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will cooperate with the Company to insure the officers, executives, employees excluded from the provisions of this Agreement, the Company's plant protection staff and necessary maintenance employees shall be allowed free and unobstructed entrance into and exit from the Company premises and office. The Company agrees to permit the Union Committee to inspect the plant if, and when, they so desire.

**ARTICLE III**  
**UNION SECURITY AND CHECK-OFF**

**Section 3.1 -- Union Security**

The Company agrees to operate a Union Shop and shall continue in employment only members of the Union in good standing.

**3.1.1** Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of continued employment maintain his membership in the Union to the extent of paying membership dues uniformly levied against all Union members in conformity with the Constitution and By-Laws of the Union.

**3.1.2** Any present employee who on the thirtieth (30th) calendar day following the date of signing of this Agreement is not a member of the Union shall immediately be required to become and remain a member of the Union as a condition of continued employment to the extent of paying an initiation fee and membership dues uniformly levied against all members in conformity with the Constitution and By-Laws of the Union.

**3.1.3** Any employee hired on or after the date of signing of this Agreement shall become and remain a member of the Union on the thirtieth (30) calendar day and shall as a condition of continued employment maintain his Union membership to the extent of paying an initiation fee and membership dues uniformly levied against all members in conformity with the Constitution and By-Laws of the Union.

**3.1.4** The Union shall accept as members all present and future employees on the same terms and conditions applicable to other members. The Company shall not retain in its employ any employee who does not within the specified time tender the initiation fee and periodic dues uniformly required as a condition of acquiring Union membership, nor shall the Company retain in its employ any member of the Union who loses his good standing in the Union. In construing the provisions of this Section, members shall be deemed to lose their good standing in the Union only for the non- payment of membership dues uniformly levied against all members of the Union. The Union shall advise the Company in writing of any employee in violation of this Article. The Company shall have ten (10) days in which to investigate the issue and verify the Union's contention.

**Section 3.2 -- Check Off**

**3.2.1** THE COMPANY WILL DEDUCT FROM THEIR WAGES AND TURN OVER TO THE PROPER OFFICERS OF THE UNION, THE INITIATION FEES, UNION DUES, AND V-CAP DONATIONS OF SUCH MEMBERS OF THE UNION AS INDIVIDUALLY AND VOLUNTARILY CERTIFY IN WRITING THAT THEY AUTHORIZE SUCH DEDUCTIONS ON THE FOLLOWING CHECKOFF FORM.

**3.2.2 Authorization for Check Off on Dues**

To The \_\_\_\_\_ Company \_\_\_\_\_

Date \_\_\_\_\_

I hereby assign to Local Union No. \_\_\_\_\_ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 338 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said local union in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

\_\_\_\_\_  
(Signature of Employee here)

\_\_\_\_\_  
(Address of Employee)

\_\_\_\_\_  
(Type or print name of Employee here)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Date of Sign.) (Emp. Clock No.) (Emp. SSN)

\_\_\_\_\_  
(Date of Del. to Employer)

**Section 3.3 -- Computation of Union Dues**

**3.3.1** Each employee's Union dues will be based on the international standard for such employee.

**3.3.2** For the purpose of determining international standards, the average hourly straight time earning based on the second week preceding the week that the dues are deducted plus the cost of living allowance, less the current night premium, will be used to calculate the amount of all employees.



### **Section 3.4 -- Save Harmless**

**3.4.1** The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise upon or by reason of action taken by the Company for the purpose of complying with any of the provisions of this Article.

## **ARTICLE IV REPRESENTATION**

### **Section 4.1 -- Bargaining Committee**

**4.1.1** Effective December 1, 2022 the Company shall recognize only the official representatives of the Union in matters pertaining to the Union. The Grievance and Bargaining Committee (hereinafter referred to as the Committee) may be selected in any manner determined by the members of the Union and will consist of the President of the Union and not more than four (4) other members of the Local Union, all of whom shall be as representative of the entire body of employees as is feasible.

**4.1.2** The President and Chairman shall have up to eight (8) hours a day (Monday-Friday) to handle grievances and related Union business. Members of the committee shall have up to eight (8) hours a day (Monday-Friday) to handle grievances and related Union business.

**4.1.3** For purposes of scheduling overtime for the President or a Committeeman, when his job assignment is working overtime he/she will be assigned in accordance with the following procedure:

- (a) In his classification and shift, in line with seniority.
- (b) To work on an open machine in his classification and shift, in line with seniority. This includes miscellaneous work within his classification.
- (c) To replace an absent employee in another classification and on the same shift in line with seniority.
- (d) To be assigned to other work as determined by the Company.
- (e) The President or Committeeman must be capable of performing the work assigned.
- (f) Such work shall be at regular rate.

On overtime or premium days (i.e. Saturday, Sunday or holidays) the present practice of not conducting Union activities shall be followed unless an emergency situation arises.

#### **4.1.4**

- (a) Designee(s) for the President or Chairman may be appointed when he is absent from Company property for more than a full day. In no event shall there be a designee when the President or Chairman is being compensated for an absence by the Company.
- (b) Committeemen shall not have designees, other than provided for in paragraph 4.1.4(c).
- (c) During negotiations of a new labor agreement, the Chairman may appoint two (2) acting Committeemen who will be subject to the provisions.
- (d) During negotiations of the next labor agreement, the company will pay the Union bargaining committee for their regular scheduled hours fifty-five (55) straight time hours per week for time spent in negotiations.

**4.1.5** Whenever there is more than (1) Committeeman in a facility on a shift, the Chairman shall assign each Committeeman specific areas and stewards so as to prevent duplication of Union time and responsibilities of the Committeeman. Before such assignments are made, the Union will discuss the practicality of the assignments with the Company.

**4.1.6** Whenever there is no Committeeman assigned to a given shift in a facility, another Committeeman from that facility may be allowed to reschedule his starting and stopping time on certain days during the week, in order to provide service to that shift. It is understood that in such case the Chairman of the Committee will notify the Employee Relations Supervisor in that facility in advance.

**4.1.7** The Company shall provide office space in the Falconer facility for the purpose of maintaining official Union records and grievance files. The office shall be in an area mutually agreed to by the parties and furnished with file cabinets, desk, chairs, and in-plant telephone with long distance access for insurance purposes only.

**4.1.8** The Company agrees to establish a joint Employee Assistance Program (E.A.P.) and to pay for documented and approved expenses for matters dealing with the E.A.P. In addition, any approved time lost during an employee's normal shift while trying to assist another employee relative to the E.A.P. shall be paid by the company.

**4.1.9** The Company agrees to maintain a joint Labor-Management Training committee. The Union may designate two (2) members of the Local bargaining committee as their representatives on the training committee. The Company agrees to pay members of the training committee for time spent related to committee activities.

The Company and the Union will pursue the training initiative pursuant to this section to gain greater flexibility. The joint Labor-Management Training committee shall be formed by January 1, 2013. The joint Labor-Management committee shall meet weekly or by mutual agreement.

**4.1.10** The Company agrees to establish a joint Labor-Management committee. The Union may designate two (2) representatives to review benefits to insure correct administration and evaluate and promote health care cost containment issues. The company will pay for time spent.

**4.1.11** The Union will work with the Company in securing funding from State and Federal sources in support of improving Labor- Management Relations.

**4.1.12** The Company and the Union agree to establish a Joint Heat Treat Union-Management Committee, with representatives selected by each party, for the purposes of studying progress of equipment, process, flow and training issues.

**4.1.13** It is agreed that the Company and Union recommend the by-laws of the Employees' Fund be altered in the following areas:

1. That ex-officio members of the Employees' Fund Committee by joint agreement only, have the authority to, appoint, remove or replace members of the Employees' Fund Committee.
2. That the term of office of the members of the Employees' Fund Committee shall be of a three (3) year duration with no minimum number of consecutive terms.

#### **Section 4.2 -- Departmental Stewards**

**4.2.1** There shall be departmental stewards to represent the employees. The Union shall designate one (1) steward for each twenty-five (25) employees.

#### **Section 4.3 -- Supervisors and Stewards**

**4.3.1** The Employee Relations Department will furnish the Union with a list of shop supervisors by name and department. The list of supervisors will be kept up to date and the Union will be notified of any changes.

The Union will furnish the Employee Relations Department of the Company with a list of Union officers, Committeemen and stewards by name and department. The list will be kept up to date, and the Employee Relations Department will be notified by the Union of any changes.

#### **Section 4.4 -- Grievance Representation**

**4.4.1** For the purpose of taking up grievances with Management, the following Union representatives will be recognized at each step in the grievance procedure:

**1st Step Review** -- Departmental Shift Steward, Area Committeeman and the employee involved with the grievance.

**2nd Step** -- The President and members of the committee including the Chairman, or in their absence from Company property, the designees of the President and Chairman.

#### **Section 4.5 -- Disciplinary Action Representatives**

**4.5.1** In the event that an employee is interviewed for the purpose of oral or written reprimand, the employee shall be represented by his/her steward.

In the event that an employee is interviewed for the purpose of disciplinary suspension or layoff, the employee shall be represented by his/her steward and a committeeman, if possible. If a committeeman is not present, the other union representative of the shift involved will be present.

In the event that an employee is suspended for the purpose of discharge, the employee shall be represented by his/her steward and a committee member.

#### **Section 4.6 -- Disciplinary Notices**

**4.6.1** The Company agrees that all disciplinary warning notices which have been in effect in excess of one (1) year and all disciplinary action notices (records of disciplinary layoff) which have been effective in excess of two (2) years, will no longer be considered as having validity in terms of subsequent disciplinary action with respect to Bargaining Unit employees concerned.

Such outdated notices will be withdrawn from the respective employee's records after the appropriate expiration period, as prescribed above.

Further, it is understood in that Area Committeeman and/or the Chairman shall have access through the Employee Relations representative of the plant to a specific employee's records in conjunction with the investigation of a grievance or disciplinary warning/action concerning that employee.

#### **Section 4.7 -- Voting Time**

**4.7.1** The Company agrees that the Union may have voting time on all shifts for Union elections. In order that there is a minimum of disruption to the operations of the Company, the hours of election on the dates as scheduled by the Union, the number and location of the voting machines and the scheduling of the employees shall be mutually agreed upon between the Company and the Union.

#### **Section 4.8 -- Union Activity**

**4.8.1** The Union agrees on behalf of itself and of its members that neither it nor individual members thereof will engage in any Union activities during working time except as herein provided.

#### **Section 4.9 -- Falconer Research and Development Facility**

**4.9.1** The Company will grant the Union's request to visit the Falconer Research and Development building with the understanding that such visit will be at a time when the Director of Engineering and Technology is present.

### **ARTICLE V GRIEVANCE PROCEDURE**

#### **Section 5.1 -- Grievance Initiation**

**5.1.1** It is understood that the right to initiate a grievance by either the Company or the Union is recognized.

#### **Section 5.2 -- Filing Procedure**

**5.2.1** All grievances of any employee or group of employees shall be subject to the following:

##### **Step 1:**

Oral: In the first instance the aggrieved employees with or without a steward, shall present the grievance orally to the supervisor of the department involved. The disposition of the grievance by the supervisor will be rendered within one (1) working day and communicated orally to the complainant and the steward. All settlements made at Step 1 of the Grievance Procedure must be in conformity with the Labor Agreement.

Written: If no satisfactory settlement of the grievance has been made by the supervisor, then the grievance may be reduced to writing.

In this case, and in each succeeding step of the Grievance Procedure, the Company's written answer with the responsible signature will be set forth on a grievance form. Written forms, to be furnished by the Company, shall be used and copies thereof will be furnished to both the Union and the Company.



1st Step Review: There shall be a review of the Step I proceedings by the Area Committeeman and the Employee Relations representative with the supervisor and steward of the area involved where such a review of the facts will be beneficial. The aggrieved employee may be included in the review if he/she desires.

It is understood that if an undue delay occurs in reviewing a grievance under this procedure, the moving party may then schedule said grievance to be heard in the next regularly scheduled Second Step meeting.

Step 2: All grievances must be submitted to the Employee Relations representative within five (5) working days after receiving the First Step written answer. The Employee Relations representative and a manufacturing management representative(s) will meet with the Union representative once a month at 10:00 a.m. on the second Wednesday at the Falconer Plant if there are any unsettled grievances to be acted upon, unless the date or time is changed by mutual agreement.

In cases of alleged discriminatory or improper discharges, or in case of any emergency recognized as such by both parties, however, the grievance with respect thereto shall be acted upon by the supervisor immediately upon presentation and likewise by the manufacturing representative, and a representative of the Employee Relations department if otherwise an unduly long period would elapse before the next scheduled Second Step meeting.

The Company's written disposition of the grievance at this step shall be made known as promptly as is possible and in all events before the next regularly scheduled Second Step meeting unless an extension is mutually agreed.

In grievances involving disputes concerning work measurement cases, the Union shall have the right to bring in their International Time Study Engineer to study the job in dispute before going to Step 3.

Step 3: All grievances may be submitted to the Employee Relations Manager within five (5) working days after receiving the Second Step written answer. The Plant Managers or designated representatives and Employee Relations Manager will meet with the Union Committee at 10:00 a.m. on the third Wednesday of each month if there are any unsettled grievances to be acted upon. The Company shall render its written answer prior to the next regularly scheduled 3rd Step Meeting unless an extension is mutually agreeable. Any need to revise a scheduled meeting or schedule additional meetings shall be discussed with the Union to determine an alternate date for such meeting.

The Company's answer at this step shall be binding unless the Union states its written intention to arbitrate within eight (8) working days after receiving the Company's decision, unless an extension is mutually agreed.

**Pre-Arbitration:** All grievances submitted to arbitration in accordance to the procedure above will be reviewed by the Employee Relations Manager, the International Representative of the Union, and the President and Chairman of the Bargaining Committee of the Union.

**5.2.2** Policy grievances affecting the employees in the Bargaining Unit will be initiated by the Bargaining Committee and will be immediately referred to the Employee Relations Manager who shall discuss the grievance with the President or Chairman of the Bargaining Committee and the specific Committeeman involved. If the grievance is not resolved by this method, it will be heard at the next regularly scheduled Second Step meeting.

**5.2.3** With regard to Steps 2 and 3 of the Grievance Procedure, where beneficial, either party may request in writing to have persons present for the hearing of a grievance, beyond the Company and Union representatives designated in these Steps. Such requests shall be subject to mutual agreement.

### **Section 5.3 -- Arbitration Procedure**

**5.3.1** In the event any grievance has gone through all steps of the grievance procedure (Section 5.2) and such grievance has not been satisfactorily settled, the matter may then, at the option of the aggrieved party (Union or Company), be referred to the Federal Mediation and Conciliation Service under its policies and procedures subject to the following:

1. The parties shall attempt to agree upon a qualified arbitrator within ten (10) working days of notification to arbitrate.
2. From a mutually agreed to list of twenty-one (21) arbitrators who are registered as qualified by the Federal Mediation and Conciliation Service, a panel of seven (7) arbitrators shall be selected. The Union and the Company shall select one (1) arbitrator through mutual agreement by the process of alternate elimination in order of least preference on the part of each party.
3. The list of twenty-one (21) arbitrators as mutually agreed to by the Company and Union in effect at the time of signing this Agreement shall remain in effect for the life of this Agreement unless mutually agreed to change by both the Company and the Union.

**5.3.2** In the event an Arbitrator is selected but is not requested by the moving party for the Arbitration hearing within five (5) working days after selection of such Arbitrator by the procedure outlined in Section 5.3.1, the subject grievance shall be deemed settled and the answer at the 3rd Step shall be considered final.

**5.3.3** An arbitrator shall have no power to add to or subtract from, disregard, or modify the terms of this Agreement or supplements thereto or to establish or change any other provisions of this Agreement.

**5.3.4** The fees of the arbitrator shall be shared equally by the Union and the Company.

**5.3.5** It is understood that when a grievance is referred to arbitration, all efforts will be made to insure timeliness. The Company commits to the time frames outlined in Article V, Sections 5.3.1 and 5.3.2.

In the past, arbitrators have not been selected until after “Pre-Arb” meetings, and the time between those meetings has sometimes stretched to several months. This is pointed out because Article 5.3.1 sub-paragraph 1. calls for the selection of arbitrators ten (10) days after notification to arbitrate. This takes place following the third step answer.

The Company is willing to schedule “Pre- Arbs” on a monthly basis. This will insure our ability to comply with contract requirements.

Relative to the actual selection of arbitrators, it is agreed to call the elected arbitrator to obtain available dates. If the arbitrator is not available within two (2) months, another arbitrator will be selected.

Expedited arbitrations will be handled on an as needed basis.

Both parties will update the panel of arbitrators.

#### **Section 5.4 -- Statute of Limitations**

**5.4.1** All grievances must be filed within six (6) months of alleged occurrence on layoff or recall disputes and within two (2) months of alleged occurrences on all other disputes. Retroactivity of all grievances shall be limited to sixty (60) days prior to the filing of the grievance. Grievances not so filed shall be determined to have been waived and shall not be entitled to consideration.

#### **Section 5.5 -- Authorized Union Business**

**5.5.1** Stewards and members of the Committee shall have the right to leave their work for the purpose of adjusting grievances arising on their shift in accordance with the prescribed steps of the grievance procedure and appropriate provisions of the Representation Article, but they must notify their supervisor who shall release them without undue delay. They must also report to their supervisor when they resume work. If their authorized business requires leaving their department, they shall advise their supervisor as well as the supervisor of any department to which they go. They must also report to their supervisor when they resume work.

**5.5.2** The President, Chairman, and Committeemen shall be expected to adhere to the agreed upon procedure regarding grievance time and related Union business as covered in the Letter of Agreement.

**5.5.3** It is agreed that the Union Committeemen and stewards shall be paid for all working time lost in handling grievances in conformity with the provisions contained in this Agreement relative to this subject, and for all time spent in prearranged meetings with Management including the established weekly meeting with Management.

It is agreed that members of the Committee will be similarly paid for lost time during negotiations.

The Committeemen and stewards so designated shall receive their regular rate.

#### **Section 5.6 -- Lost Wage Settlements**

**5.6.1** In the event any employee shall lose wages as a result of improper disciplinary action, discharge or layoff, he shall be fully compensated by the Company for all wages lost by him upon reinstatement, minus any compensation received during the period of discharge, disciplinary action or layoff, unless the Union and the Company agree to partial reimbursement or to no reimbursement.

No grievance covering a claim for wages lost resulting from the employee's disciplinary action or discharge will be considered unless the grievance is presented in writing within the next five (5) working days after the notification of disciplinary action or discharge.

The Company will, unless otherwise agreed to by the parties, state in the grievance answer the nature of the settlement including the amount of any wage settlement. If a wage adjustment is made beyond Step 1, the Chairman of the Bargaining Committee will be given a copy of the payroll authorization.

## **Section 5.7 -- Grievance Settlements**

**5.7.1** The disposition or settlement by and between the Company and the Union Committee of any grievance, arbitration decision, or other matter shall constitute a full and complete settlement and shall be final and binding upon the Union, the employees, and the Company.

The Company or the Union will not encourage or cooperate with any of the employees in an appeal to any court or administrative agency.

Grievance payments will be made by processing to payroll a copy of the actual grievance or an I.D.C. specifying the payment to be made, a copy of which will be given to the Union.

## **ARTICLE VI LEAVES OF ABSENCE**

### **Section 6.1 -- Sick Leave**

**6.1.1** Any employee who is known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period of continuing disability. Such employee will be returned to work in accordance with his seniority provided there is work available which he can do.

**6.1.2** Any employee returning from a sick leave of absence of more than thirty (30) calendar days shall be required to take a physical examination by a Company doctor with respect to his recovery from the reason for the sick leave.

Any employee on extended sick leave will be given a physical examination at the Company's expense during the thirteenth (13th) month following the last day worked. Such physical examinations may also be scheduled at the Company's option at any time after a period of thirteen (13) months or more on sick leave.

Employees removed from a job due to compensable injury, occupational illness or disease, or any non-compensable related illness or injury with evidence of such physical disability satisfactory to the Company and as provided in this section or Article XV, Section 15.7.2, who are placed on other work, will be given periodic physical examinations at the Company's option.

At the time as such employees are released by their physician and are able to resume normal duties, they shall be returned to their former job, seniority permitting. The Union shall be notified in advance of such action. During periods when an employee is off his normal job as outlined above, he shall not be eligible for transfer or recall under the provisions of Article XV, Section 15.3, Recall and Section 15.4, Job Posting.

In cases where a dispute arises between the Company doctor and the employee's personal physician regarding his physical ability to return to his former job, it is mutually agreed that if the two (2) doctors cannot agree, the employee's case will be referred to a third impartial medical source mutually agreed upon by the Company and the Union. The findings of this third source shall be final.

**6.1.3** Employees on sick leave of absence shall be taken off the Company active payroll at the expiration of thirty (30) calendar days.

**6.1.4** An employee on sick leave of absence shall accumulate seniority as long as he is a member in good standing in the Union.



## **Section 6.2 -- Leave of Absence**

**6.2.1** With prior written notification, a leave of absence for Union business will be granted by the Company to any employee elected or appointed to an office in the International Union, UAW, or its Local Union No. 338.

An employee on such leave must make written application for reinstatement within thirty (30) calendar days after such Union business is completed.

**6.2.2** An employee with seniority elected to a public office may make written application to the Employee Relations Office for, and shall be granted, a leave of absence for the duration of his term in said office.

**6.2.3** An employee with seniority who is appointed to a position as an administrative assistant in a congressional or senatorial office, or to a state agency, or as a labor representative in a community agency, may make written application to the Employee Relations Office for, and shall be granted, a leave of absence for the duration of his term in said office.

**6.2.4** All employees will be granted a leave of absence for maternity purposes not to exceed one (1) year or their length of seniority, whichever is less. Failure to apply for reinstatement within such period will result in the employee being considered as having quit.

**6.2.5** A leave of absence not to exceed thirty (30) days may be granted by the Company in conjunction with the Union to regular employees in cases of emergency. Extension of such leave of absence for an additional period may be granted with Company and Union approval.

**6.2.6** A leave of absence for personal reasons for a period of thirty (30) days may be granted by the Company in conjunction with the Union to an employee when the services of such employee are not immediately required and there are employees within the plant who are capable of doing his work. Extension of such leave of absence for an additional period may be granted with Company and Union approval.

**6.2.7** An employee granted a leave of absence under this Section who takes a Civil Service post shall be considered quit.

**6.2.8** After approval of an application for a leave of absence, the Company will prepare formal leave papers in quadruplicate, each copy to be signed by the employee and the personnel representative. One copy will be retained by the employee and one copy will be given to the Union for their information.

**6.2.9** Employees confined to penal institutions for minor legal offenses (misdemeanors and traffic violations) may be granted leave of absence by the Company in conjunction with the Union

**6.2.10** An eligible employee will be granted up to twelve (12) weeks of unpaid Family Medical Leave during any twelve (12) month period, in accordance with the Family Medical Leave Act of 1993.

- (a) To be eligible for a family medical leave, said employee must have at least 12 months seniority and has worked at least 1,250 hours within the previous 12 month period.
- (b) Eligible employees will be required to first use vacation time as a part of the twelve (12) weeks unpaid leave. The Family Medical Leave year shall run from July 1 through June 30 on an annual basis.

**6.2.11** An employee who is court ordered and shows proof of subpoena and or has to attend Family Court will be granted a leave of absence for the duration of the court order.

**6.2.12** An employee granted a leave of absence for any reason will not receive any marks on his/her attendance record.

### **Section 6.3 -- Conditions of Leave**

**6.3.1** It is mutually agreed that a leave of absence for any reason stipulated in this Article will not be used to try another job or for the purpose of going into business.j

**6.3.2** It is understood that the provisions of Section 6.2 are for the purpose of protecting seniority status only and does not permit continued enjoyment by the individual involved of fringe benefits and programs or plans provided for regular fulltime employees during said leave of absence. Such employees shall accumulate seniority as long as a member in good standing in the Union.

**6.3.3** An employee returning from a leave of absence under Section 6.2 of six (6) months or more duration will be required to take a physical examination by a Company doctor. Such employee shall be returned to his former job, seniority permitting. If, however, he is found to be physically unable to return to his former job, he will be offered work in the plant on other jobs, seniority permitting, in accordance with his physical ability.

**6.3.4** In cases where a dispute arises between the Company doctor and the employee's personal physician regarding his physical ability to return to his former job after a leave of absence of six (6) months or more duration, it is mutually agreed

that if the two (2) doctors cannot agree, the employee's case will be referred to a third impartial medical source mutually agreed upon by the Company and the Union. The findings of this third source shall be final.

#### **Section 6.4 -- Absence Reporting**

**6.4.1** In order to insure orderly scheduling and minimize disruption of the remaining work force, an employee who must be absent from work, for any reason other than a prearranged absence, shall make every reasonable effort to notify the guard house prior to the start of his shift on the first day of absence. If the absence is to be for more than one (1) day, a reasonable effort to call the guard house prior to his shift on the first day of absence will cover the extended absence only if the planned date of return is then specified, otherwise daily notification will be required.

**The Guard House call-in number to phone is 716-661-2851.**

At that time, the employee will be issued a verification call number.

When an employee during his shift requests an employee pass for reason, he shall obtain such pass from his supervisor after indicating the reason.

### **ARTICLE VII MILITARY LEAVE OF ABSENCE**

#### **Section 7.1 -- Re-employment Rights**

**7.1.1** The re-employment rights and seniority of employees who enter the United States Armed Services under the Selective Service Act and covered by the Act will be determined in keeping with this Contract and on the basis of applicable laws and regulations.

## **ARTICLE VIII VACATIONS**

### **Section 8.1 -- Vacation Periods**

**8.1.1** For purposes of determining vacation benefits, the vacation year will start on July 1 and end on July 1 of the following year. It is agreed that the Company will grant a yearly vacation with pay for the 2022-2023, 2023-2024, 2024-2025 vacation periods. The final right of allotment of the vacation time is exclusively reserved by the Company in order to insure the orderly operations of the plant.

**8.1.2** If the Company intends to observe a plant shutdown at a time other than the first two (2) weeks in July, or does not intend to observe a plant shutdown during a vacation year, notification of such shall be made not less than ninety (90) days in advance, whenever practical.

### **Section 8.2 -- Vacation Entitlement and Payment Computation**

**8.2.1** In computing vacation pay, the employee's total earnings for the twelve (12) month period specifically outlined below will be used:

May 9, 2022 – May 7, 2023

May 8, 2023 – May 12, 2024

May 13, 2024 – May 11, 2025

In the event of a one week shut-down, eligible employees shall use vacation time for the duration of the shutdown.

In the event of a one or more week shutdown, new employees in their 90 day probation period shall take the time unpaid.

In the event of a two or more week shut-down, the employees at their option, may elect to only count one of the two week shutdown as vacation.

If, during the vacation years, the Company shuts down operations on a plant-wide basis other than the vacation shutdown or shutdowns, due to acts of God, fire, floods, storms, or power failures, for purposes of computing vacation pay all eligible employees will be credited on the basis of their yearly average earnings (actual earnings divided by actual hours worked) for hours lost during such shutdowns.

The intent is only to cover situations wherein eligible employee's vacation pay would be reduced because of shutdowns as described above and it is understood that the above indicated provision is not intended to bridge the provisions and procedures of this Article with respect to computations.

Vacations will be allotted and computed on the following basis:

- (a) Employees who are on the payroll July 1 of the current year with one to three years of continuous service prior to July 1 will be entitled to two weeks with 2% of yearly earnings.
- (b) Employees who are on the payroll July 1 of the current year with three to five years of continuous service prior to July 1 will be entitled to three weeks with 3% of yearly earnings.
- (c) Employees on the payroll July 1 of the current year with five to ten years of continuous service prior to July 1 will be entitled to three and one-half weeks with 5-1/2% of yearly earnings.

- (d) Employees on the payroll July 1 of the current year with ten to fifteen years of continuous service prior to July 1 will be entitled to four weeks with 6-1/2% of yearly earnings.
- (e) Employees on the payroll July 1 of the current year with fifteen to twenty years of continuous service prior to July 1 will be entitled to four and one-half weeks with 7-1/2% of yearly earnings.
- (f) Employees on the payroll July 1 of the current year with twenty or more years of continuous service prior to July 1 will be entitled to five weeks with 8-1/2% of yearly earnings.
- (g) Employees on the payroll July 1 of the current year with thirty or more years of continuous service prior to July 1 will be entitled to six weeks with 9% of yearly earnings.
- (h) All employees will be paid a minimum for 56 hours, if percentage is less than the equivalent of 56 hours pay.

All new employees will receive two (2) weeks of paid vacation after the 90<sup>th</sup> day probation period is completed. New employees will be eligible to accrue and use NYS Paid Sick Leave in accordance with Section 196b labor law sick leave requirements, from hire date. Leave used will be deducted from vacation balance. New Hires will be paid 56 hours of NYS Paid Sick Leave time at completion of 90-day probation. The balance of time will be paid as used in the weekly paycheck for time used.

**8.2.2** Vacation pay will be issued the 1st Thursday in June, for all eligible active and inactive employees.

Eligible active employees who desire vacation pay issued at a time other than those noted above must notify his/her supervisor on a form provided by the Company two weeks prior to dates noted above.

Eligible active employee must request the amount of vacation pay (minimum of one (1) day per request) desired the Thursday prior to the Thursday paid.

No special pay requests will be paid, other than that requested in accordance with this section.

### **8.2.3—New York State Paid Sick Leave**

In accordance with Section 196-b of the New York Paid Sick Leave Law, employees shall be provided with up to fifty-six (56) hours of paid sick leave per calendar year. Employees shall accrue sick leave at a rate for 1 hour per thirty hours worked, beginning at the commencement of employment of the effective date of this agreement. Employees shall use paid sick leave for the following purposes in accordance with section 196-b: for a mental or physical illness, injury or health condition, for the diagnosis, care or treatment of a mental or physical injury, illness, or health condition, for the employee or employee's family member who has been the victim of domestic violence, to obtain service from a domestic violence shelter, rape crisis center or other service program, to participate in safety planning for the safety of an employee or family member, to meet with an attorney or other social services provider to prepare for or participate in any criminal or civil proceedings, to file a complaint or domestic incident report with law enforcement, to meet with a district attorney's office, to enroll children in a new school, to take any other actions necessary to ensure health and safety of the employee or employee's family members(s) or to protect those who associate or work with the employee. In accordance with 8.2.1 this CBA is equal to "comparable benefits."

### **Section 8.3 -- Vacation Entitlement and Payment Computation for Inactive Employees**

Vacation pay will be paid only to employees on the payroll



on July 1 of the current year except as follows:

**8.3.1-- Layoff**

An employee who since July 1 of the preceding year has been laid off will receive vacation pay in accordance with entitlement and period of employment in the vacation year.

**8.3.2-- Sick Leave of Absence**

An employee who since July 1 of the preceding year has been absent on account of illness or accident and has not returned to work, will receive vacation pay in accordance with entitlement and period of employment in the vacation year.

**8.3.3-- Compensable Injury or Occupational Disease  
Leave of Absence**

An employee who loses time from work because of a compensable injury or occupational disease received in the plant will receive a guarantee of the standard hourly wage rate or the percentage of his wages to which he is entitled, whichever is greater, for the vacation year in which the injury or disease was incurred.

**8.3.4-- Retirees**

An employee who since July 1 of the preceding year has been placed on pension will receive vacation pay in accordance with entitlement and period of employment in the vacation year. Payment will be distributed within 30 days of last regular paycheck.

### **8.3.5 -- Military Service**

An employee who since July 1 of the preceding year has left our employ to enter the Military Service will receive vacation pay in accordance with entitlement and period of employment in the vacation year upon receipt of official notification of entry into Military Service.

### **8.3.6 -- Deceased**

An employee who since July 1 of the preceding year becomes deceased, vacation pay in accordance with entitlement and earnings in the vacation year will be made to the designated beneficiary as shown on the Company's insurance records.

### **Section 8.4 -- Notification to Work During Two-Week Shutdown**

Should work be required during the two (2) week shutdown, the following procedure will be used to obtain the necessary manpower:

#### **8.4.1**

- (a) When work is required in a given job assignment during a plant shutdown the employees within that classification will be given first consideration in line with their seniority.
- (b) If an insufficient amount of employees accept the opportunity to work under (a) above, the low senior employee(s) within the classification will be required to work during said shutdown provided they are notified at least thirty (30) days in advance of the shutdown.
- (c) When additional personnel are needed or when work is required of a general nature, qualified employees will be given the opportunity to work in line with their seniority on a plantwide basis.
- (d) If an insufficient amount of employees accept the opportunity to work under (c) above, the low senior qualified employee(s) in the plant will be required to work, provided they are notified at least thirty (30) days in advance of the shutdown.

#### **8.4.2**

##### **(a) Procedure For Inventory During Shutdown**

1. The opportunity to work will be afforded to the senior employees on a plantwide basis regardless of shift, who are not required to work on their own jobs.
2. If additional employees are needed, employees who do not have vacation entitlement will be required to work.
3. If an employee works July shutdown and is not needed for the full week, he/she will, at his/her option, be able to use the remainder of the time as vacation, or not have it counted as vacation. However, such request must be made no later than July 30 of the current year.

##### **(b) Overtime During Inventory Period**

1. If daily overtime is required within an inventory area to complete the inventory, employees within that inventory area will be afforded the opportunity to work the overtime, in order of seniority.
2. If Saturday or Sunday overtime is required to complete the inventory, employees working at the end of the shift on the Friday preceding the overtime will be asked to work, in order of seniority.

##### **(c) Payment**

1. Employees working under the procedure in (a) above, will be paid their regular rate.
2. All earnings earned during this period of taking inventory will be excluded from all calculation of the Christmas bonus for all employees.

**8.4.3** Notification of those employees scheduled to work during a plant vacation shut down will be made sixty (60) days prior to such a shutdown, whenever practical. An employee may be requested to work during the plant shutdown and if the employee agrees to work, he will be required to work such period, unless a satisfactory reason to the Company is given.

## **Section 8.5 -- Vacation Beyond**

### **Two-Week Shutdown**

**8.5.1** All employees entitled to two (2) or more weeks of vacation time will be required to take off at least two (2) weeks of vacation time during the vacation year.

The Company may, at its option, require all employees to take off all their allotted vacation time beyond the two (2) weeks during the vacation year. In any event, the policy once determined will be consistent during the vacation year and will be announced by the Company before May 1 for the forthcoming vacation year.

This Section will not apply to employees who have been absent due to illness, injury or disease, either occupational or non-occupational, of two (2) months or more duration within the preceding vacation year. Additional exceptions to this provision may be made by mutual agreement between the Company and Union.

**8.5.2** Those employees who wish to schedule vacation time beyond the two (2) weeks may submit a written request on forms provided by the Company with their supervisor. Requests for specific dates of vacation will be accepted by the department supervisor up to May 1 of each year and vacation time will be scheduled so far as practicable according to the preference of employees in seniority order. Written confirmation will be made by the Company no later than May 15 of each year.

Request made with the supervisor for vacation time after the May 1 date will be on a "first come first served" basis. Those employees who wish to schedule vacation time must submit a written request on forms provided by the Company to their supervisor. If such a request is made thirty (30) days in advance of the requested date, the supervisor will grant the request. In the event other employee(s) on the job assignment have already scheduled this time as vacation, the employee may be required to reschedule his vacation.

If such a request is made thirty (30) days in advance of the requested date, the supervisor will respond within ten (10) days.

**8.5.3** It is agreed that employees who request vacation time beyond two (2) weeks and are entitled to such vacation time will be given the vacation time by the Company in accordance with the above provisions.

**8.5.4** Any pay in lieu of vacation shall be made in accordance with 8.2.2 to all employees entitled to a vacation.

**8.5.5** It shall be the responsibility of each individual employee to maintain their own vacation allotment and no other employee shall be paid in the event a mistake should occur.

**ARTICLE IX  
ENFORCEMENT PROVISIONS**

**Section 9.1 -- Management-Employee Relationship**

**9.1.1** For the period of this Agreement, it is understood that it covers the entire subject matter of the Company's relationship with its employees. Except as otherwise permitted hereby, there shall be no lockout, strike, slow down, or stoppage of work during the period hereof, it being contemplated that any matter such as a change, addition, modification, or deletion from this Agreement must be considered by the parties as a matter of collective bargaining right only in connection with the renewal of the Contract for a subsequent contract period. This shall not prevent a party hereto from requesting changes, additions, modifications, etc., but unless voluntarily agreed to by the other party, the party presenting the request shall have no further rights with respect thereto.

**Section 9.2 -- Compliance with Arbitration Decision**

**9.2.1** The only cause for a strike, slow down, or stoppage of work recognized under this Agreement shall be a refusal by the Company to comply with a decision of an arbiter under the arbitration procedure as specified herewith within forty-eight (48) hours after it has been received by the Company.

### **Section 9.3 -- Unauthorized Work Stoppage**

**9.3.1** If a stoppage of work takes place which has not been authorized, and if the Union publicly disavows such stoppage promptly, uses its best efforts to induce the employees to return to work including the execution and posting of the notice referred to below, the Company agrees that it will not sue for, or otherwise claim damages from the Union by reason of such interruption of production.

The notice to be executed and posted by the Union for a period of two (2) working days shall read substantially as follows:

“To the Employees of Department \_\_\_\_\_: We have been notified by the Company that an interruption of production has occurred in your department. This is to advise you that any such interruption is not authorized or sanctioned by the Union and this constitutes a direction by your officers to return immediately to work.”

Signature \_\_\_\_\_

Any claim by an employee that he has not violated any term of this Agreement may be determined by recourse to the grievance procedure including arbitration.



**ARTICLE X  
GENERAL PROVISIONS**

**Section 10.1 -- Bulletin Boards**

**10.1.1** The Company agrees that the Union may use bulletin boards in the plant, as mutually agreed upon, for the posting of notices of the following type:

- (a) Notices of Union recreational and social affairs
- (b) Notices of Union elections
- (c) Notices of Union appointments and results of Union elections
- (d) Notices of Union meetings
- (e) All other notices requested by the Union and approved by the Personnel Department.

The Company reserves the right to object to any such notices. Should this happen, the subject notice shall be removed and, if rewritten, must be submitted to the Personnel Department for approval before posting.

**Section 10.2 -- Equal Employment Opportunity**

**10.2.1** It is mutually agreed there shall be no coercion, intimidation, or discrimination practices by the Company, the Union or their respective agents or representatives against any of the employees in their wages, training, upgrading, promotion, transfer, layoffs, discipline, discharge, work assignments, or otherwise; because of age, race, creed, color, national origin, sex, sexual orientation, gender identity, marital status, religion, handicapped individuals, disabled veterans and veterans of the Vietnam era, or participation in legitimate union activities as authorized under this Agreement.

**10.2.2** Grievances under this Section must clearly allege that a violation of a specific provision of the Labor Agreement has occurred because of discriminatory practices. To make the grievance procedure a more effective instrument for the handling of any claims of discrimination, special effort shall be made by the representatives of each party to raise such claims where they exist, and at as early a stage in the grievance procedure as possible.

If a grievance alleging discrimination is not resolved through the grievance procedure, the grievance shall be processed pursuant to the provisions of the grievance procedure terminating with arbitration. The arbitrator shall be authorized to determine whether an alleged discrimination is violative of Human Rights Statutes.

**10.2.3** In connection with the Equal Opportunity Program of the United States Government, the Company pledges its full support to Executive Order 11246 and the Department of Labor in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, creed, national origin, sex, handicapped individuals, disabled veterans, and veterans of the Vietnam era, which policy program Local No. 338 and the International Union enthusiastically endorses.

### **Section 10.3 -- Labor Agreement Printing**

**10.3.1** The Company agrees to have this Agreement printed and to supply each employee in the Bargaining Unit and each new employee a copy thereof. The Company will distribute the Agreement within four (4) months of contract ratification, absent any unusual circumstances.

**Section 10.4 -- Safety****10.4.1 -- Plant Health, Safety and OSHA Disputes**

The Company agrees and the Union shall support the Company's efforts to provide a place of employment which shall be safe and healthful for all employees therein and shall maintain all machinery, equipment and facilities as required by the applicable State and Federal laws. The Joint Labor-Management Safety Committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure.

All unresolved disputes and disagreements arising under the Occupational Safety and Health Administration clauses of this Agreement, if not resolved by the Safety Committee, will be subject to the grievance procedure provisions of this Agreement.

#### **10.4.2 -- Labor-Management Safety Committee**

The Company agrees to maintain a joint Labor-Management Safety Committee at the plant. The Union may designate two (2) members of the local Bargaining Committee as their representatives on the Safety Committee. One of these Committeemen shall be the “designated representative of the employees” as provided by the Occupational Safety and Health Act of 1970.

- (a) The size of the Safety Committee may be adjusted in accordance with the plant needs.
- (b) The Company agrees to pay the Safety Committee members for time spent in meetings and inspections in which both Company and Union members participate.
- (c) The Company agrees to pay the designated representative employees for time spent consulting with and accompanying an authorized representative of the U.S. Department of Labor and/or the State Department of Labor during the course of his inspections and investigations within the plant. Grievances arising under the Health and Safety Clause of this Agreement will be referred to a Committeeman who is a designated member of the Joint Safety Committee at the appropriate step of the grievance procedure.

#### **10.4.3 -- Joint Labor-Management**

##### **Safety Committee Duties**

The Joint Labor-Management Safety Committee shall:

- (a) meet at least once every two (2) months on a mutually agreeable date and time, or more often as the parties may deem to be necessary; a standing agenda item will be toxic materials.
- (b) make periodic inspections of the plant at least once every three (3) months;
- (c) make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe work practices;
- (d) review and analyze all reports of industrial injuries and illnesses, investigate the causes, and recommend rules and procedures for the prevention of same;
- (e) promote Occupational Safety and Health Administration education.
- (f) Eliminate toxic materials and implement alternatives where feasible, to insure a safe work environment for all employees.
- (g) A subcommittee made up of two members of management and two members of the bargaining committee will address the issue of toxic materials.

#### **10.4.4 -- Medical Facilities**

The Company shall furnish and maintain adequate emergency medical facilities for its employees. Employees who receive a work related injury or occupational disease, and on the day of occurrence require medical attention by the Plant Nurse, a physician or hospital emergency facility, will be compensated for lost time incurred (at their regular rate of pay) in the receipt of such treatment. If the employee is unable to return to work after such treatment as determined by the Plant Nurse and/or a physician, he shall receive pay at his regular rate for the balance of his regular shift on that day.

#### **10.4.5 -- Union Safety Pledge**

The Union pledges it will make every effort to encourage its members to work safely, observe all safety rules and use all equipment and safeguards required.

#### **10.4.6 -- Safety Shoes**

The Company will continue the current arrangement to annually provide safety shoes in areas where it is current practice. The current practice is to provide up to four (4) pair safety shoes for Hone Operators, and up to three (3) pair safety shoes for Hypro-Lap Grinders at the Company subsidy of \$100.00 each. Additionally, the Company will provide safety shoes for Maintenance & Heavy Laborers.

## **Section 10.5 -- Engineering and Sales Trainees**

**10.5.1** Engineering and Sales Trainees maybe assigned for practical instruction and experience in the plant for periods not to exceed a total of six (6) months. At least eighty (80%) percent of such Trainees will be assigned positions within the Sales and Engineering Departments upon completion of their training period.

## **Section 10.6 -- Non-Bargaining Employees Working**

**10.6.1** Non-bargaining personnel will not perform any operation performed by the employees of the Bargaining Unit except on jobs which are in an experimental stage or where abnormal mechanical troubles are involved, or where instruction of employees is necessary, or in case of emergency.

It is recognized that the Company may, at any time, assign the appropriate bargaining unit personnel to ensure the most efficient introduction of new machinery. The Company will meet monthly with the designated area Union committeeman to review the progress of the introduction of such equipment and the viability of having Bargaining Unit personnel assigned for training or helping introduce such equipment.

When machines designated for production are released to production, or after six (6) months of being in experimental stage, subsequent experimental work, abnormal mechanical troubles, or employee instruction will include the appropriate bargaining unit person.

In case of a grievance decided in favor of the Union with respect to a given non-bargaining employee working, the grievance and Management's answer shall be written up in Step 1. An alleged repeated violation on the part of a given non-bargaining employee will automatically initiate with the 2nd Step of the Grievance procedure.

**Section 10.7 -- Foremen's Offices Falconer Plant**

The Company will continue to utilize Bargaining Unit personnel to clean the Foremen's offices in the Falconer plant.

**Section 10.8 -- Use of Commercial Carriers**

The Company intends to utilize commercial carriers to haul parts within a fifty (50) mile radius of the Falconer area; however, when because of customer requirements this is not feasible, the Company will discuss the need for such in advance with the Union.

**Section 10.9 -- Business Excellence Training and Development**

Company and Union will work together to develop a training and continuing education plan to meet the company goal of excellence.



#### **Section 10.10 – Job Classification**

The current operators and production support classifications will be divided into separate classifications as follows:

- Seps & Rolls Operators
- Channel 1 & 3 Operators
- Channel 4, 7, & 8 Operators
- Channel 5 & 6 Operators
- Assembly & Match Operators
- Shared Operators
- JK&L Operators
- Heat Treat Channel Operators
- NDT Channel
- HS/OD, Hard Turn Operators
- Seps and Rolls Support
- Roller Bearing Channel Support
- Ball Bearing Channel Support
- Assembly Support
- Roll Support Technician
- Channel & Insp Support for Turning & HS/OD
- Hot Wash/Box Wash
- Gage Specialist
- Production Support MF #4 Wrap
- Calibration Technician
- Electrical/Electronic Maintenance AA
- Machinist Mechanic
- Millwright
- Heavy Laborer

On or after January 4, 2023 a poll will be posted to implement Assembly & Match, Roller Bearing Channel Support, Ball Bearing Channel Support, and Assembly Support classifications.

In order to classify Channel 7 Match and Assembly work as labor grade 15, effective 11/1/22 a poll will be posted to reduce 4 employees from Channel 4, 7, & 8 support classification and place 4 employees in Channel 4, 7, & 8 Operator classification.

**Section 10.11 -- New Job Classification or Shift**

**10.11.1** When a job opening occurs as a result of a new shift being established as mutually agreed upon with the union, the employees in the affected job classification on the existing shifts will be offered the job in line with their seniority.

**10.11.2** After the effective date of the agreement, when a new job classification is established as a result of new equipment or change in procedure as mutually agreed upon with the union, the supervisor will initially offer the job to those employees affected as mutually agreed between the Company and Union.

It is understood that the initial complement of employees placed in a new job classification mutually agree to be unique to the plant and as outlined above, will not be subject to bumping for twelve (12) months except as provided in 14.3.1(c).

The initial complement of employees on machine operation job classifications will be selected by the following procedure. Qualified, for purposes of this section is defined as ability to operate one or more machines within the classification.

1. Initial positions will be filled by first polling the senior qualified employees in the affected classifications.
2. Second, the job classification opening will be posted plant-wide and filled by the senior employee(s) with machining experience.
3. Third, the job classification opening will be filled by the senior bidder(s).
4. Fourth, the job classification opening maybe offered unilaterally to available qualified employees.

All other new job classifications will be filled first by polling by seniority the employees in the affected classifications. Second, the job classification opening will be posted plant-wide and filled by the senior bidder(s). Third, the job classification opening may be offered unilaterally to available employees(s).

**10.11.3** If an employee accepts a job via the transfer procedure and a reduction in the classification occurs for lack of work before the employee completes the training period, he will be returned to his former job classification.

In such cases, all employees affected by this reversal shall similarly be returned to their former classification.

**10.11.4** As appropriate, skill levels may be established within the job classifications. As applicable, skill levels will be based on knowledge of process, tooling, quality, production control and machine operation. Prior to implementation of the skill levels, the skill levels will be negotiated with the union. If the company and union are unable to agree, the company shall install the skill levels. The employee(s) affected may, at any time within thirty (30) calendar days from the date of installation, file a grievance alleging that the skill levels were improperly established. Senior employees will be given the opportunity to train to higher skill levels before junior employees. Overall selection for and scheduling of training will be based upon the operational needs.

The company and union will establish a joint training committee(s) to oversee all practices and procedures for implementing training requirements.

Where skill levels exist, an employee must achieve Level II (of three (3) levels) to remain in the classification. In the event an employee is unable to achieve Level II, the employee will be placed according to Section 15.7 of the contract.

When a reduction in force becomes necessary, employees will be reduced as follows: First, Level I employees will be reduced in order of seniority provided training has been offered. In the event that training has not been offered, Level I employees will be included with Level II and III. Second, Level II and III employees will be reduced in order of seniority.

**10.11.5** The Company may establish channels as outlined in the current channel agreement.

**Section 10.12 -- Training And Qualification Of Magnaflux,  
Dye Penetrant, Nital Etch And  
Eddy Current Inspectors**

**10.12.1** Pursuant to discussions at Negotiations, the Company intends to continue the present practices with regard to training and administration of qualification tests to employees assigned to the job classification of "NDT Inspector".

The existing practice is as specified in the current Company Standard Practice Instructions.

Should it become necessary, due to customer and/or government requirements, to change the current procedures for training and qualification of employees in any of these job classifications, the Company agrees to discuss such changes in advance with the Union.

One member of the Local Bargaining Committee, designated by the Chairman, may have access through the Employee Relations Supervisor of the plant to the test results of employees tested for these job classifications.

**ARTICLE XI  
SAVING CLAUSE**

**Section 11.1 -- Compliance with Local, State or Federal Laws**

**11.1.1** If any part of this Agreement becomes in violation of any violation of any applicable Local, State or Federal Law, the remainder of the Agreement will remain in full force and effect and said part shall immediately become subject to joint negotiations in order to establish a replacement section. This replacement section shall be developed in conformance with law and as near as possible along the original intent expressed by the parties in the invalid portion. Said invalid portion shall be inoperative only in the State where it is declared to be illegal or invalid.

## **ARTICLE XII PENSION PLAN**

### **Section 12.1 -- Pension Agreement**

**12.1.1** A Hard Freeze of the Pension Plan, effective December 31, 2019. All previous pension service, currently at \$37.50 per year, would be increased to \$45.00 (a one-time increase of \$7.50 effective immediately for any employees employed at the time of the contract signing). Effective January 1, 2020, all employees would be eligible for a per pay DC Pension Contribution of 6% of 401k eligible earnings. This new program would have immediate eligibility; however, it will require a one year cliff vesting requirement for all employees hired on or after January 1, 2020. (NOTE: all employees hired on or before December 31, 2019 are fully vested immediately).

## **ARTICLE XIII SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

### **Section 13.1 -- Supplemental Unemployment Benefits Agreement**

Effective 12/31/19 the Supplemental Unemployment Fund will be eliminated and the trust's assets will be distributed among the eligible employees and payable no later than December 31, 2019.

## **ARTICLE XIV SENIORITY**

### **Section 14.1 -- Seniority**

**14.1.1** The term "seniority" shall be defined as the unbroken length of service with the Company from the date of last hiring except as provided in 14.1.2.

**14.1.2** New employees, other than those hired after a break in continuity of service as defined under “loss of seniority,” will be regarded as probationary employees for the first ninety (90) calendar days of employment and will have no seniority during such period. Employees hired after a break in continuity of service as defined under “loss of seniority” will be regarded as probationary employees for the first thirty (30) calendar days of employment and will have no seniority during such period. Probationary employees may be transferred, or discharged as determined by the Company during such probationary period.

Should a probationary employee be laid off before completing the appropriate probationary period and subsequently be recalled by the Company, his unbroken service with the Company prior to layoff will be counted in computing his probationary period; However, all probationary employees must complete a thirty (30) consecutive calendar day period after the layoff to complete the probationary period. The employee’s seniority date will be the original hire date but in no case more than six (6) months prior to the completion of the probationary period. The Union and employee will be notified of the reasons for such action prior to any discharge of a probationary employee.

**14.1.3** In the case that two (2) or more employees are hired on the same date, seniority shall be determined alphabetically by the employee’s last name at the date of hire.

**14.1.4** Seniority status on each job shall prevail unless the record discloses adequate reasons to the contrary.

**14.1.5** The Company agrees to provide the Union each month with two (2) copies of an employee list of quits, hires, discharges, leaves of absence, and layoffs.

**14.1.6** New employees will not be hired for day jobs except for a breaking in period if an employee from the same plant is available from the night shift and able and willing to fill the open job.

All transfer requests on file will be honored before new employees are hired in the requested classification falling under the same local bargaining unit.

## **Section 14.2 -- Seniority Labor Pool**

**14.2.1** Any employees hired after January 1, 2015, will comprise a seniority labor pool and be subject to job bumping in the following manner during a reduction in work force.

- (a) He may be placed in an available open job for which no transfer requests are pending.
- (b) He may be placed, ability permitting, in a job vacated by a laid off employee.

In either case, such placements shall be nearest in keeping with the employee's wage rate at the time of being bumped. Employees in the seniority pool may not request a capability trial.

The aforementioned seniority labor pool shall be limited to a maximum of one hundred twenty-five (125) seniority employees in the bargaining unit.

Due to the short term issues and challenges that we face and those that will also arise resulting from the general training initiative and the development of the apprenticeship program, the Company shall have the right to utilize thirty percent (30%) of the Labor Pool at their discretion provided the classification the employee is utilized in is on ten (10) hours per day.



### **Section 14.3 -- Layoff**

**14.3.1** When a reduction in the working force becomes necessary or when changes in methods, products or policies require the laying off of employees, the seniority (Seniority List) of the displaced employees shall become plant-wide and they shall be placed in line with their seniority.

The Seniority List shall be amended from time to time as changes occur and made available to the Committee at all times, revised copies to be submitted every four (4) months.

Probationary employees shall be the first removed. If further reduction is necessary, the employee in the affected classification may elect a layoff in lieu of bump - inverted seniority (14.3.6).

If an employee does not elect voluntary layoff as above, the junior employee in the affected classification shall have an option as follows:

- (a) Exercise seniority to a job classification previously held and performed satisfactorily for a period of sixty (60) calendar days or greater in the plant. The employee must be currently capable of performing work within the classification or
- (b) Elect a capability trial within the plant on a job equal to or lower than his current labor grade. If he fails to meet production requirements within a reasonable period of time, he shall be relocated by mutual agreement between the Company and the Union.
- (c) Once an employee exhausts all of his/her options in (a) and (b), the company shall place the employee on the junior employee's job or an open job. It is understood that an employee maybe held out-of-line of seniority for training purposes. In any event, the lowest senior employee will be laid off.

(d) or temporary opening as outlined above.

It is understood that those displaced shall be the lowest seniority rated employees. The employee bumping into the classification would have a right to bump the youngest seniority employee on the shift of his choice or any open job within his classification, all moves thereafter will be similar with the lowest seniority employee being displaced.

**14.3.2** At least six (6) work days notice or six (6) days pay at regular rate shall be given to any employee before such employee shall be laid off for more than six (6) days.

**14.3.3** The Company agrees to notify the Chairman of the Committee at least six (6) work days in advance of a layoff. If the Union desires to discuss such layoff with the Company, the Union Committee shall be comprised of the President, Chairman of the Committee, the Chief Steward, Steward of the department involved, and/or the Committeeman best acquainted with the department.

**14.3.4** To protect his seniority in the event of a layoff and subsequent recall, it is the employee's responsibility to keep the Employee Relations Department informed of his correct home address and telephone number on a form supplied by the Company, a copy of which will be furnished to the Financial Secretary of the Union.

**14.3.5** Employees will be returned to work from layoff status as required in line with his/her seniority.

**14.3.6** Seniority employees working in a classification affected by a work reduction under 14.3.1 may elect in writing to be laid off and return to work at the expiration of their S.U.B. Benefits; seniority permitting, classification first, plantwide second.

During recall within the employee classification when there are two (2) or more out on layoff, the senior employee shall have the option to return to work in his classification or stay out until his S.U.B. Benefits run out.

If the job is unavailable, the affected employee will be put on the plantwide recall list and recalled in line with Article XIV, Section 14.3.5.

This shall not affect vacation rights under Article VIII.

**14.3.7** An employee on voluntary layoff 14.3.1 may be considered as eligible to receive Supplemental Unemployment Benefits (S.U.B.) if he meets the requirements below:

- (a) Qualifies for the State System Unemployment Benefits per Article II, Section 2.02(b) of the S.U.B. Plan.
- (b) Is affected by a work force reduction which would normally result in a junior employee being removed from the payroll;
- (c) Meets the conditions described in 14.3.8 below and Section 3.01(b) of the S.U.B. Plan.

The provisions of this Section shall apply at such time as the employee exercising the above option is eligible for S.U.B. Benefits and is from the payroll.

An employee who elects a voluntary layoff and subsequently exhausts his unemployment and S.U.B. benefits may elect to return to active employment and will be placed on an open job or displace the low senior employee on the active payroll at the time of return.

An employee subject to the above provision shall indicate his desire to exercise this option, in writing, no later than two (2) weeks prior to the termination of his benefits.

**14.3.8** A temporary layoff is defined as a layoff of not more than the balance of the week of the occurrence, plus the following two (2) weeks.

In the event of a temporary layoff, the Company shall have the right to lay off employees, irrespective of their seniority, for anything that is beyond the immediate control of the Company. This provision is not to be used for lack of work, machine breakdown or power failure.

No other employees will be used on the jobs of laid off employees.

If necessary to retain some employees as members of a skeleton crew in a classification during a temporary layoff, seniority employees will be given the option to work. If not enough accept the opportunity, young seniority employees will be required to work.

The temporary layoff provisions shall not be used for the purpose of avoiding seniority adjustments by scheduling a series of temporary layoffs to meet planned production needs.

Employees on such layoff will receive 75% of their regular rate up to eight (8) hours per day and/or 40 hours per week for the first week. Thereafter they will be eligible for unemployment and S.U.B. Benefits. If said benefits are denied, the 75% will be paid.

Seniority employees sixty (60) years of age or older working in a classification affected by a work reduction that results in a layoff may elect in writing to be laid off and retire from layoff after expiration of a maximum of thirty-nine (39) weeks or be laid off and return to work in accordance with the Voluntary Layoff Provisions. The employee must make this choice at the time of layoff.

During such layoff, employees will be eligible for S.U.B. Benefits. Upon retirement, their pension benefit will be computed and applied in accordance with Section 4 (3) of the Pension Agreement.

Skilled Trades employees will replace the least seniority employee in his classification on the shift of his choice. Exceptions to this understanding may be made by mutual agreement between the Company and the Union.

**14.3.9** A temporary layoff is defined as a layoff of not more than the balance of the week of the occurrence plus the following two (2) weeks. In the event of a temporary layoff, the Company shall offer the affected employees, irrespective of their seniority, a temporary layoff option for anything that is beyond the immediate control of the Company. This provision will be used for lack of work, and machine downtime, and power failure only. These employees will be eligible for S.U.B. and unemployment or will receive 75% of time lost.

**Section 14.4 -- Seniority Rule Exceptions  
and Conditions**

**14.4.1** For the purpose of layoff and recall, the Company will grant super-seniority for their term of office to five (5) Union officials (President, Recording Secretary, Financial Secretary and Chairman of Trustees) and the committeemen on a plantwide basis. Union stewards shall be granted super-seniority in their classification and respective shift.

The Union Vice President will not be granted super-seniority for his/her term of office. If the National Labor Relations Board or appropriate federal court decides that the Union Vice Presidents should be granted super-seniority he/she shall be granted super-seniority for the remaining portion of his/her term of office.

**14.4.2** Exceptions to the seniority provisions SHALL be made where it is mutually agreed that old manufacturing equipment or jobs are being phased out of existence by the installation of new equipment and manufacturing techniques.

Should a need arise to recall employees to such jobs, first consideration shall be given to those employees placed elsewhere as a result of a phase out. These employees will be given one (1) opportunity, by seniority, to return to the job in question or forfeit any future recall rights.

**14.4.3** By mutual agreement, exceptions to existing layoff and recall procedure may be made notwithstanding other provisions of this Agreement.

**Section 14.5 -- Loss of Seniority**

**14.5.1** An employee shall lose his seniority for the following reasons:

- (a) If he quits voluntarily.
- (b) If he is discharged for just cause.
- (c) If for any reason he is absent from work for a period of three (3) working days without notifying the Employee Relations Department, unless satisfactory reason is given.
- (d) If he fails to report for work within five (5) working days after the date of expiration of a written leave of absence, unless satisfactory reason is given.
- (e) If he fails to report his availability for work as soon as possible and in any event within forty-eight (48) hours and there after fails to report for work within five (5) working days after being notified to report for work by certified letter addressed to his last known address as shown on Company records.
- (f) If he is laid off for one (1) year or the length of his seniority at time of layoff, whichever is greater.

**14.5.2** All employees covered by his Agreement will be required to retire in accordance with the provisions of the Pension Plan and its amendments, referred to in Article XII of this Agreement, covering said employees, and will lose their seniority as of the date of their retirement.

**Section 14.6 -- Seniority Rights When Transferred from  
Bargaining Unit and Return**

**14.6.1** It is understood and agreed that an employee who is transferred to a position outside the Bargaining Unit shall continue to retain and accumulate seniority, and if he is thereafter transferred or voluntarily decides to return to a job within the Bargaining Unit, he may for the purpose of layoff, recall, or promotion exercise such seniority rights, provided it is agreed to by the Committee and the Company. All other seniority rights shall be retained by the employee.

**14.6.2** Employees transferred to jobs in the Bargaining Unit from jobs outside the Bargaining Unit shall for the purpose of layoff, recall, or promotion, exercise only the amount of seniority accumulated while in the Bargaining Unit unless otherwise agreed to by the Committee and the Company. All other seniority rights shall be retained by the employee.

**14.6.3** The Company agrees to the following procedure to keep the Union informed of transfers of work decisions that result in the layoff of employees.

Transfer of work, as used herein, means the Company's transferring work in whole or in part to current or future Company plants.

When a transfer of work decision is contemplated, the Union will be given at least three (3) months written notice. The notice will include the reason for the transfer of work, a description of the work involved, and the impact on the workforce. When the contemplated transfer of work decision is made, the written notice will be given to the chairperson of the shop Committee.



The Company's notice will provide the Union with relevant information pertaining to the factors involved in the reason for, description of and impact on the workforce of the transfer decision. In the event that changes in labor costs can make a difference in the reasons for such action, the Union shall have thirty (30) days from the notice to propose any changes in work practices or any deviation from the labor agreement that will make it feasible for the Company to reconsider its decision.

Discussion between the Company and the Union regarding such changes shall last no longer than forty-five (45) days. If the Company indicates that it would produce the product if the Union's proposals were implemented, the Union shall have fifteen (15) days thereafter to obtain any necessary approvals or ratification.

It is understood that discussions with the Union regarding transfer of work require the Union to keep information confidential until the Company consents to its release. Further, while the Company retains the ultimate discretion as to final transfer of work, discussions regarding such matters can bring into sharper focus, in specific instances, factors which can impact such decisions and provide the opportunity for meaningful Union input before such decisions are made.

**14.6.4** In the event the Company's actions under Section 2.1.2 of this Agreement result in the layoff of any employee covered by this Agreement, or the affected employee declines to exercise his/her rights under Section 14.6.3 (14.6.2) of this Agreement, the Company shall provide the following supplemental benefits for employees affected by the current layoff.

- (a) A one hundred dollar (\$100.00) monthly pension supplement, for three (3) years in addition to whatever pension benefits the employee is already entitled to under this Agreement, and
- (b) Lower the age at which employees are eligible to participate in the Early Retirement with Supplement Program to fifty-eight (58) and provide any employee who elects this benefit with the retiree medical benefits set forth in Section 18.5.6 of this Agreement.

These supplemental benefits shall first be offered to the employee with the greatest amount of seniority in the affected classification, and then on a plantwide seniority basis. The Company shall continue to offer these supplemental benefits until the same number of employees who are affected by the transfer or relocation of work, accept the supplemental benefits.

In the event that the number of employees electing the supplemental benefits set forth either in subparagraph "a" or "b" above is less than the number of employees laid off as a result of the Company's current action under Section 2.1.2, the Company will provide a Relocation Allowance to employees with at least five (5) years seniority who are laid off as a result of the Company's current action, who are not eligible for and do not receive the supplemental benefits and who elect to exercise preferential hiring rights as set forth below.

In the event employees are laid off under the conditions set forth in the paragraph immediately above, the Company will give preference to the application of said employees for employment at the Company's Colebrook plant over the applications for employment of individuals who have not previously worked for the Company. These preferential hiring rights are applicable only at the plant where the employee's previous work was transferred and only in the event the employee can qualify for the job at the plant where the work was transferred. Said employees will be transferred with full seniority for vacation and pension purposes only.

The amount of Relocation Allowance shall be as follows:

**RELOCATION ALLOWANCE AMOUNT**

For expenses incurred on or after the effective date of this Agreement applicable to:

Miles Between Plants	Single Employee	Married Employee
50-99	\$580	\$1,290
100-299	\$645	\$1,420
300-499	\$700	\$1,490
500-999	\$845	\$1,760
1000 or more	\$980	\$2,025

Within thirty (30) days after eligible employees are notified of their layoff, they shall indicate their acceptance or rejection of the Relocation Allowance on forms provided by the Company.

**14.6.5** If you are terminated because of a permanent shutdown of the plant, you may be eligible to retire at that time provided you meet either of the following age and service combinations:

- a) at least 15 years of service and 55th birthday, or;
- b) at least 15 years of service and combined age and years of service equal 80 or more.

There will be no actuarial reduction in pension (rate x years of service). Health insurance will not apply to this provision.

## **ARTICLE XV TRANSFERS**

### **Section 15.1 -- Section for Transfer**

**15.1.1** In cases of transfers (other than temporary) and upgrading where more than one employee has filed a request for the same job opening and dependability and ability to do the required work are substantially equal, seniority shall govern.

### **Section 15.2 -- In-Classification Transfer**

**15.2.1** For the purpose of requesting an opening within the employee's current classification and shift opening, he will be given the opportunity to sign an in-classification job poll in the classification where the opening occurs for twenty-four (24) hours. For swing shift and continuous operations, this poll and posting procedure period shall be for a period of seventy-two (72) hours.

The senior employee signing the poll will be required to accept the job. If the senior employee signing the poll is not qualified, training will be provided and upon completion of the training, the employee will be placed on the job. Once moved to the new job, the employee(s) shall be ineligible for any poll for a period of six (6) months from the time the employee is placed on the polled or posted classification.

One (1) in-classification poll will be offered for each initial opening and resulting subsequent openings.

Polling will not apply to classifications where skill levels and equalization of overtime are practiced except for shift openings.

**15.2.2** All seniority employees who have been in their current job classification for at least one (1) year of active service within his/her specific job classification within the previous thirty-six (36) months prior to the date of his/her request may put in up to one (1) written request every twelve (12) month period for a shift transfer within their classification. All changes will be made within thirty (30) calendar days of date of written request, providing they have the seniority. When more than three (3) shifts exist, employees will have a choice of shifts by seniority when transferred by the employer. Employee(s) shall have choice to bump low person, open job, or temporary job.

### **Section 15.3 -- Recall Provisions**

**15.3.1** In-plant recall rights as provided herein shall be applied before the transfer provisions of this Article.

Employees will be entitled to in-plant recall rights to a specific job classification other than the employee's "original job" as follows:

- (a) If under the Labor Agreement, an employee accepts a transfer, the job to which he is transferred becomes his recall job classification after thirty (30) calendar days.
- (b) If an employee refuses his right to return to his recall job classification when it becomes available to him, the job classification in which he is currently employed automatically becomes his recall job classification.
- (c) If an employee is removed from his recall job classification through a reduction in work force or the bumping procedure, he may elect in writing to designate as his recall job classification any previous job classification which he has held for thirty (30) calendar days or more and performed satisfactorily. Recall rights as such will become effective two (2) weeks from the date of the employee's written request to the Employee Relations Department on forms provided by the Company.
- (d) If an employee has been removed from his job classification, he may designate as his recall classification any classification that includes a previous job.
- (e) Any employee that turns down recall will not lose their stabilization rate.

Employees will be offered recall to their designated recall job in line with their seniority as provided herein.

An employee accepting recall will be transferred to his/her recall classification within thirty (30) calendar days from the award of the recall or receive the regular pay of the higher rated job.

#### **Section 15.4 -- Job Posting**

**15.4.1** All job openings shall be posted on a designated bulletin board(s) for a period of forty-eight (48) hours. For swing shifts and continuous operations, poll and posting procedure period shall be for a period of seventy-two (72) hours.

The posting notice shall include:

1. The Classification Title
2. Labor Grade - including Daywork
3. Department
4. Shift
5. Number of Openings
6. Standard Hourly Wage Rate
7. Regular Rate of the job
8. The initial job assignment (where appropriate)

The successful bidder(s) must accept the job(s) offered. Bids and transfers to equal or lower graded work are subject to a capability trial except where equal or lower graded work would result in an increase in regular pay.

The posting shall be used for openings within the posted classification and shift for thirty (30) working days from the end of the posting period.

Once moved to a new classification the employee(s) shall be ineligible for any posting for a period of eighteen (18) months from the time the employee is placed in the posted classification.

All employees recalled to active employment following a forced layoff shall be ineligible for any posting for a period of eighteen (18) months.

All new hires shall be ineligible for any posting for a period of eighteen (18) months.

The successful bidder(s) will be transferred to the new classification within thirty (30) calendar days from the award of the bid or receive the regular pay of the higher rated job. After being awarded a job, the successful bidder(s) will be eligible to sign a poll after (30) calendar days or when moved, whichever comes first. The successful bidder(s) will be moved within sixty (60) calendar days, unless by mutual agreement.

After two (2) additional postings resulting from any original classification openings, the Company may, at its option, bypass the posting procedure and fill the opening at the Company's option.

Any employee absent during the posting period shall have forty-eight (48) hours after his return to sign the job posting and shall be considered for any appropriate subsequent opening of such job.

Any posted openings not awarded within ninety (90) days must be re-pollled and posted.

Any employee who has been in their current classification for eighteen (18) months or more upon the effective date of the agreement will receive an additional \$.40 per hour. If any employee remains in their current job classification for an additional six (6) months (total twenty-four (24) months from effective date of contract) they will receive an additional \$.10 per hour.

If an employee signs a job posting after eighteen (18) months or accepts a unilateral transfer, said employee will lose the \$.40 or \$.50 and must remain in their current job classification for eighteen (18) or twenty-four (24) months to regain the additional money.

An employee who is receiving the additional money and is involuntarily removed from their classification, said employee will continue to receive the additional money until they voluntarily



move.

**15.4.2** When an employee has exercised his seniority to obtain a new job and is bumped within thirty (30) calendar days of entry into the new job, he shall exercise his seniority from his previous job assignment.

**15.4.3** The Company agrees wherever practicable to affect shift transfers on the first day of the week. It is understood, however, that the provisions for premium pay shall not apply when voluntary shift transfers occur during the regular work week.

**15.4.4** The time limits in 15.4.1 and 15.7.1 shall not apply if an employee is bumped or reduced.

**Section 15.5 -- Department Discontinuance**

**15.5.1** Employees shall be offered transfers thirty (30) days prior to the discontinuance of their department to work they are capable of doing at the time in accordance with their seniority in the plant.

**Section 15.6 -- Inability to Perform**

**15.6.1** In the event an employee has accepted a transfer and is unable to satisfactorily do the work, or requests to be taken off the job within 30 days from the date of transfer, he shall be taken off the job and relocated by mutual agreement between the Company and Union for one (1) year. If the employee is bumped or reduced, the time limits in Section 15.4.1 shall not apply.

**15.6.2** When an employee's incapacitation is caused by compensable injury, occupational, disease, or aggravation to an injury incurred while in the employ of the Company, he shall be placed by the Company on other work nearest in keeping with his regular rate at the time of such incapacitation without any regard to any seniority provisions of this Contract so long as another employee with more seniority is not displaced, provided there is work available he can do until such time as he is able to resume his regular occupation and is released by his and the Company physician. If the two (2) doctors cannot agree, the case will be referred to a third impartial medical source whose decision will be final.

This impartial third source shall be mutually agreed upon between the Company and the Union by whatever method seems best appropriate to the case at hand, and the expense involved shall be borne by the Company.

This section shall not be construed to place an unreasonable burden on the Company by creating new jobs in such cases.

If an employee is permanently incapacitated by compensable injury, occupational disease or aggravation to an injury incurred while in the employ of the Company and is permanently unable to return to his former job, he shall be placed by mutual agreement by the Company and the Union on other work he is able to perform at the time of disposition of his compensation claim and all future movement will be made by mutual agreement of the Company and Union.

**15.6.3** If an employee is temporarily absent from work on the day of the poll or posting, he may notify his supervisor or steward to sign the poll or posting on his behalf. An employee must be on the active payroll in order to be eligible to sign a poll or posting. An employee will no longer be considered on the active payroll once they have been absent from work for 30 calendar days.

#### **Section 15.7 -- Temporary Transfer**

**15.7.1** For skill and ability the Company has the right to move employees on a temporary basis for Company convenience up to thirty (30) working days for operating purposes and unlimited temporary transfer duration for training requirements. Training shall be defined as a person training or being trained. For a required known duration, an employee may be transferred for up to forty-five (45) calendar days. Exceptions to the time limits in this paragraph may be made by mutual agreement. If such employee is moved temporarily at company convenience, he will receive the regular rate of his present job, or the job to which he was moved, whichever is higher.

It is understood that any employee may be transferred with his/her consent. However, in the event of refusal of the transfer, selection for transfer shall be made on the basis of the least senior qualified employee on the shift in the department and/or classification.

**Section 15.8 -- Permanent Transfer**

**15.8.1** In the event an employee is permanently transferred from a lower rated to a higher rated job, he shall receive the minimum of the higher rated job or his former standard hourly wage rate, whichever is higher, but in any case not in excess of the maximum of the higher rated job.

**15.8.2** Employees permanently transferred to a lower rated job shall receive their former standard hourly wage rate or the maximum standard hourly wage rate of the lower rated job, whichever is lower.

**Section 15.9 -- Temporary Job Openings****15.9.1**

- (a) An employee accepting a temporary job opening will be returned to the job classification which he held prior to the time of transfer, seniority permitting, upon his removal from the temporary assignment. If seniority does not allow the employee's return to his former job classification, he will exercise his seniority bumping rights under Article XIV, Section 14.3.1 from that previous job classification.
- (b) The employee accepting a temporary job opening will not be subject to the provisions of Article XV, Section 15.3.1(a) or (c), but will be eligible to sign postings after twelve (12) months on the temporary job.
- (c) An employee who refused recall to a temporary job opening will not be subject to the provisions of Article XV, Section 15.3.1 Paragraph (b).

- (d) All job openings created by the movement of employees to fill a temporary job opening will also be considered temporary and subject to above conditions.
- (e) In cases of work reduction or bumping within a job classification, those employees who are occupying temporary jobs which were secured through above procedures shall be the first employees displaced from the affected classification and will be returned to their former job classification, after 14.3.6 has been satisfied for permanent employees in classification.

#### **Section 15.10 -- Exceptions**

**15.10.1** By mutual agreement, exceptions to the transfer procedures of this article may be made notwithstanding other provisions of this agreement.

### **ARTICLE XVI HOURS AND OVERTIME**

#### **Section 16.1 -- Regular Work Day**

**16.1.1** The regular work day shall consist of not more than eight (8) hours of work in any twenty-four (24) hour period. The twenty-four (24) hour period shall commence with the beginning of the shift to which an employee is assigned.

**16.1.2** Employees must adhere to the starting and stopping times scheduled covering working shifts and rest periods.

#### **Section 16.2 -- Regular Work Week**

**16.2.1** The regular work week shall consist of not more than five (5) days in any one week and shall commence with the first shift on Monday and end at the conclusion of the work shift which commences its fifth (5th) work day on Friday. The provisions for

Saturday and holiday overtime pay shall not apply to any regular second or third shift which starts on a regular work day and ends on a Saturday or holiday. Before there is any change in either the quitting or starting time such change shall be discussed by the Company and the Union, the Company to have the final right of determination.

**16.2.2** The Company agrees to change the regular scheduled work week for all factory employees on the third shift at the Falconer Plant, so that it will commence on Sunday evening and terminate on Friday morning.

It is further agreed that the provisions of the Labor agreement relating to applicable rate of pay for all work performed on Saturday, Sunday or holidays, shall not apply per se for the individuals assigned to the regular third shift. For purposes of establishing eligibility for premium pay, where the regular shift commences before midnight, on Sunday, the shift shall be considered to have been worked on the following day; that is, Monday and in like principle for payment of work performed on Saturday or holidays where the regular shift commences before midnight on the day preceding.

Unless mutually agreed otherwise between the parties, the third shift starting time will be 10:48 p.m. for all departments except maintenance, which starts at 10:30 p.m. This change shall remain in effect until such time as the Company deems that the above schedule of hours is unnecessary.

**16.2.3** The Company may establish any alternative shift operation, which must be established by mutual agreement between the Company and the Union.

**16.2.4** A five-shift work schedule will be established for the Heat Treat classification as soon as practical after ratification of the Agreement. Selection of personnel for the five-shift work schedule will be accomplished through the normal polling procedure. The five-shift work schedule will be structured as follows:

Regular Work Shift (10 hours)			Weekend Shift (12 hours)
<u>1st Shift</u>	<u>2nd Shift</u>	<u>3rd Shift</u>	<u>Weekend Shift</u>
Tue-Fri	Tue-Fri	Tue-Fri	Sat-Mon (1st)
			Sat-Mon (2nd)

For the weekend shift, premium pay for Saturday, Sundays, and Holidays and other over time provisions will apply the same as for employees on a regular work week. Scheduling employees for holidays and absences due to vacations, illnesses, or other reason will be done by established procedures applicable to employees on a regular work week schedule.

For purpose of requesting vacation time, 8 hours is considered a regular workday.

**16.2.5** In the event the Company deems it necessary, the Four Shift schedule may be installed in Maintenance for Heat Treat only.

**16.2.6** The Company and the Union agree to the following:

The seventh day of work for employees will be considered voluntary. SKF Aeroengine North America shall apply to the Department of Labor requesting special dispensation which would allow an employee the opportunity to work the seventh day, as long as the employee voluntarily accepts the scheduled work.

**Section 16.3 -- Overtime Hours**

**16.3.1** Overtime hours in excess of the regular schedule of hours shall be optional except that emergency situations may require the temporary need for employees to work overtime hours at Management's discretion. Provisions of this Section shall not be construed to limit Management's right to require such overtime on the part of employees unless a satisfactory reason is given by the employee for not being able to work the overtime required. This Section shall not be abused. This shall not be used to enable an employee to hold two jobs.

**Section 16.4 -- Overtime Assignment**

**16.4.1** When overtime is required on regular or experimental work, the employees normally on that machine or job assignment shall be given first consideration. By mutual agreement between the Company and the Union, overtime may be divided within the classification.



**16.4.2** When additional employees are needed for overtime work excluding inventory and clean-up, the following procedure will be used:

- (a) Senior capable employee who has not already been scheduled in the classification and department on that shift;
- (b) Senior capable employee who has not already been scheduled in the classification and job assignment on other shift;
- (c) (1) Senior capable employee who has not already been scheduled in classification and department on any shift; (2) Senior capable employee who has not already been scheduled in the classification in any department on any shift;
- (d) Senior capable employee who has not already been scheduled in the department on that shift;
- (e) Senior employee who has held the job previously thirty (30) days or more on a list prepared by the supervisor and steward.

**16.4.3** When additional employees are needed for overtime work, excluding inventory and clean-up, the employees in the department and shift involved with the greatest amount of seniority, within their classification or with a comparable rate, shall be given preference provided they are capable of doing the required work satisfactorily.

**16.4.4** The following procedure will be used in offering additional employees the opportunity to work in taking inventory or clean-up during overtime hours. The following preferences will be based on seniority regardless of shift.

- (1) first preference will be given to the employees on the assignment.
- (2) second preference will be given to the employees in the area.
- (3) third preference will be given to the employees on a plant-wide basis.
- (4) fourth preference will be given to the skilled trades.

Employees working under the above procedure will be paid their regular rate.

**16.4.5** Employees will, whenever possible, be given two (2) days advance notice when scheduled to work overtime on Saturday, Sunday, or holidays. The notice shall be displayed in each department involved. Employees scheduled under this provision will not be required to perform more work on overtime than he or she would perform during the regular work day.

**16.4.6** In order to spread overtime in an equitable manner on Saturday, Sunday and holidays, the shifts may be scheduled for four (4) or more hours. In such cases, the shifts will be scheduled to immediately follow one another.

**16.4.7** At least one (1) working day's notice shall be given by the Company to employees when such employees are requested to report or not to report for work. Exceptions to this rule may be made in emergencies by mutual agreement.

**16.4.8** In areas where overtime is not divided within the classification as provided in Article XVI, Section 16.4.1, and an employee has to work in more than one section of his department, but within the same classification, the employee with the greater number of overtime operators will work provided he or she is capable of doing the required work satisfactorily.

**16.4.9** The following will be applied for overtime preference in situations of temporary job assignment within an employee's job classification i.e., to another machine or area assignment within the classification for a daily, Saturday, Sunday, or holiday overtime situation:

- (1) If the employee was placed on a job assignment within his classification temporarily through provisions other than those specified in Article XV, Section 15.3, overtime preference for that temporary job assignment would be given to qualified employees within the shift, and job classification in line with seniority. In such case, the employee temporarily assigned would retain overtime preference to his former job assignment in accord with Article XVI, Section 16.4.1.
- (2) If an employee accepts a temporary job assignment through the provisions of Article XV, Section 15.3 upon being moved to that job assignment, he would be eligible for overtime preference in accord with Article XVI, Section 16.4.1.

#### **Section 16.5 -- Overtime Payment**

**16.5.1** Time and one-half shall be paid for all work in excess of eight (8) hours in any one day or forty (40) hours in any one week and all work performed on Saturday. Double time shall be paid for all work performed on Sundays.

**16.5.2** Double time shall be paid for all work performed on the recognized company holidays, plus holiday pay, as set forth in Article XVII.

Any week that contains a legal holiday under this Agreement, shall for the purpose of computing overtime, be reduced from forty (40) hours to thirty-two (32) hours. When an employee works during the regular scheduled hours on any holiday or a night shift worker's schedule begins on the holiday and ends the following day, the above provisions for holiday payment shall apply.

**16.5.3** It is understood that overtime shall be computed on the regular rate.

**16.5.4** The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any duplication of overtime payment.

#### **Section 16.6 -- Holidays on Saturday or Sunday**

**16.6.1** If any of the holidays referred to in Article XVII fall on Sunday, the Monday following such holiday shall be regarded as the holiday.

**16.6.2** When any of the holidays referred to in Article XVII fall on Saturday, the Company has the option either to consider the preceding Friday the holiday and pay eight (8) hours holiday pay for Friday as provided in this Section or consider Saturday the holiday and pay eight (8) hours holiday pay for Saturday as provided in this Section. Notification of the Company's option shall be made by Monday of that week, whenever practicable.

**Section 16.7 -- Call-In Provisions**

**16.7.1** The Company will furnish four (4) hours work, or pay for four (4) hours time, at their regular rate to employees who are called to work or who report for work in regular course, without having been properly notified not to report for work on the day in question. Supervisor shall have a steward present when said call is made. If work is furnished, the employee must perform work assigned in order to receive payment.

Notwithstanding the provisions above, said provisions will not be effective in instances of work interruption or absence occasioned by reasons beyond the Company's control. This provision will be equally applicable to all instances where a normal work shift is interrupted in advance of the completion of four (4) hours of work.

**16.7.2** An employee who has worked an eight (8) hour shift and has gone home, or an employee who is called back to work after being sent home before he completes his regular shift through no fault of his own, or an employee who is called to work on an overtime day shall receive a minimum of four (4) hours' pay at overtime rates. A steward shall be present when such call is made. For such work, the regular rate will apply. If work is furnished, the employee must perform work assigned in order to receive payment.

### **16.7.3 -- Daily Overtime Splitting Of Shift**

An employee in classification where he/she is the only employee in the classification will have a claim to no more than eight hours of overtime beyond normal shift.

An employee in a classification where there is more than one shift in classification will have a claim to no more than four hours of overtime beyond normal shift.

If on a three-shift operation the Company elects to fill a vacant shift for a full eight hours, the overtime will be equally split between the preceding and succeeding shift operators. If less than eight hours, the senior employee of the preceding and succeeding shift will be asked first.

The employee will be called according to Section 16.7.1. This procedure will be binding if the absent employee reports absent at least one hour before the start of the shift. If the report of absence is less than one hour, the Company will in good faith attempt to utilize the above procedure.

## **Section 16.8 -- Procedure To Be Followed In Case Of Power Failure**

### **16.8.1**

**1.0** The Company shall retain its right to discontinue operations and send employees home for the balance of a shift in case of a power failure.

If power is restored after a shift has been discontinued and the Company decides to resume operations for the balance of that shift, employees of that shift will be notified of the resumption of work on their shift through the local radio stations (WJTN - Jamestown, WNAE - Warren, Pa. and WDOE - Dunkirk).

It is understood that those employees reporting back to work will be paid only for the amount of time actually worked and the Company will not be obligated to pay in excess of this amount under the provisions of Article XVI, Section 16.7.1.

#### **16.8.2**

**2.0** If a shift is to be cancelled due to continuation of a power failure, the Company shall have met its obligation of properly notifying the employees on that shift by having “spot announcements” through the local radio stations (as listed in 1.0 above) to the effect that “the employees of \_\_\_\_\_ shift are instructed not to report to work as scheduled.” It is understood that the Company shall be free of any obligation to pay employees who report after such announcements have been made.

**16.8.3** If power is restored and the Company decides to resume operations for the balance of a cancelled shift, the employees of the shift involved will be notified to report to work in accordance with the procedure outlined in Item 1.0 above and be subject to the payment provisions as outlined.

### **ARTICLE XVII WAGES AND RELATED MATTERS**

#### **Section 17.1 -- Job Classification**

The Job Classifications shall be considered a part of this Contract. The following provisions apply:

**17.1.1** The term “Job” refers to a designated work task defined by a single job description for one or more employees.

**17.1.2** The term "Job Description" as used herein refers to the agreed upon record which sets forth the principle functions for a given job, i.e., the Identification, Location, Primary Duties, Tools and Equipment, Materials, Source of Supervision, Direction Exercised, and Working Procedure of that job.

**17.1.3** The job description and labor grade for each job in effect as of the date of this Agreement shall continue in effect unless the Company changes the job content sufficiently to put the job into another labor grade. Effective October 17, 2022 the pay rate of employees in the Heavy Laborer classification will be \$.50 higher pay per hour than labor grade 14.

**17.1.4** When and if an employee questions, in writing, the classification of his job because of an alleged job content change, the Company will review and if necessary, establish a revised description and labor grade in keeping with the provisions of Section 17.1.6.

**17.1.5** When the Company combines jobs in accordance with this section, and employees in the combined classification(s) desire to exercise their seniority, (according to 14.3.1) the youngest seniority employee(s) in the combined classification will be retained if more employees in the combined classification(s) desire to exercise their seniority than must be retained.

**17.1.6** When and if the Company establishes a new job or changes the job content of an existing job sufficiently to put the job into another labor grade, a new job description and labor grade for the new or changed job shall be established within ten (10) working days. The description and classification will be submitted to the employee involved and the Union for review and the standard hourly wage rate for the labor grade to which the job is thus assigned shall apply.



**17.1.7** If the Company and the Union are unable to agree upon the description and labor grade, the Company shall install the job and the standard hourly wage rate for the labor grade to which the job is thus assigned shall apply.

**17.1.8** The employee or employees affected may, at any time within thirty (30) days from date of installation, file a grievance alleging that the job is improperly classified. It is understood that such grievance will be handled in accordance with the regular grievance procedure provided in this Labor Agreement; and it is further understood that the Company and the Union may use a method of their individual choice to defend their position as to the proper classification of the job in questions; and that the selected arbitrator shall not be bound to base his decision on the job evaluation manual used by the Company in making its proposals to the Union on the job slotting arrangement finally agreed to by the parties.

**17.1.9** When a job content change is insufficient to put the job into another labor grade, the Company shall write a new job description and shall maintain an accumulative record of such minor changes and job values and will apply the new labor grade on a specific job at any time the accumulated minor changes and job values on that job total sufficient value to warrant a change in labor grade.

**17.1.10** When the Company terminates a job, or a job is not occupied during a period of one (1) year, a record as to the inactivity of the applicable job description and labor grade shall be established and the Union shall be notified accordingly.

**17.1.11** It is understood that current master sets of job descriptions and classifications will be available in the Plant Employee Relations Office for review with appropriate Union representatives. It is understood the copies will be made available to the Union as needed.

**17.1.12** Effective 10/21/19 employees who hold the Hot Wash/Box Wash Classification, will be grandfathered into labor grade 15. Anyone new to the classification on or after 10/21/19 will be labor grade 14.

**Section 17.2 -- Standard Hourly Wage Ranges**

**17.2.1** The Job Description will be prepared by the Company and submitted to the Union, who will sign acknowledging receipt of same. This description will then be reviewed by the Steward, Supervisor, employee, representative of the Employee Relations Department, and Committeeman assigned by the Union. If agreed upon, the Job Description will be signed by both parties.

**17.2.2** The Company and Union will independently evaluate the job prior to holding a Labor Grade meeting.

**17.2.3** The Labor Grade meeting will be held with the same Union representatives as the Second Step Grievance meeting.

**17.2.4** Labor Grade meetings will be held once each week provided there are jobs to evaluate. The Company and the Union may make exceptions to this by mutual agreement.

**17.2.5** Labor Grades established according to the above procedure would be subject to final approval of Company representatives and the full Bargaining Committee.

**17.2.6** The standard hourly wage rate for each labor grade is the appropriate length of service rate provided in the automatic progression range or the skill level based progression rate range in the following schedules:

- (a) Support Classifications
- (b) Skilled Trades Classifications
- (c) Production Classifications
  - (1) Automatic Progressions
  - (2) Skill Based Progressions

Such schedules shall continue to be a part of this Contract by reference.

**17.2.7** The Standard Hourly Wage Ranges, Article XVII, Section 17.2.6 shall be considered a part of this Contract and subject to the general increases provided in Article XVII, Section 17.5.

**Section 17.3 -- Incentive Plan Elimination**

Effective December 1, 1986, the Company will eliminate the current individual standard hour incentive plan and install the new base rates included in the contract.

To protect employees who are currently on incentive jobs against reduced earnings, there will be a classification "red circle" add-on. The "red circle" add-on is the difference between the new combined job classification standard hourly wage rate and the average earnings for the combined job classifications included in the new job classifications. We will use the payroll week of September 24, 1986.

"Red Circle" calculations do not include any of the following: (1) daywork employees, (2) recall employees, or (3) new employees hired since 8/1/86.

The “red circle” applies only to employees who are in incentive jobs or have recall rights to incentive job classifications on the effective date of this agreement. The “red circle” add-on will be retained when (1) a previously incentive employee involuntarily moves from a previously incentive job classification and subsequently returns or bids to a previously incentive job classification, or (2) when a previously incentive employee involuntarily moves to another previously incentive job classification, or (3) for the life of this agreement, when a previously incentive employee voluntarily moves to a previously incentive job.

The “red circle” add-on will not be paid when (1) a previously incentive employee is on a support job classification. A “red circle” add-on will be lost when (2) a previously incentive employee voluntarily accepts any other support classification job, or (3) a previously incentive employee refuses recall to a previously incentive job while on a support classification.

When an employee transfers into a skill level based classification, he will be paid his current standard hourly wage rate or the standard hourly wage rate for level H of the classification, whichever is lower. However, in the event of reduction, the employee will be treated as Level I in accordance with Section 15.5.4.

#### **17.4 -- Rate Definitions:**

Regular rates include base rates, shift premium and “red circle” where appropriate.

**Section 17.5 -- General Increases**

Effective October 21, 2019 (3rd shift Sunday), October 19, 2020 (3rd shift Sunday), and October 18, 2021 (3rd shift Sunday), general wage increases in the following amounts will be implemented:

**17.5.1** A general increase will be granted to support, red circle production and non-red circle production employees who were hired prior to April 5, 1994 (Tier 1), according to the following schedule:

October 17, 2022	\$2.00
October 16, 2023	\$1.00
October 14, 2024	\$1.00

**17.5.2** A general increase will be granted to all support and production employees hired on or after April 5, 1994 (Tier 2), according to the following schedule:

October 17, 2022	\$2.00
October 16, 2023	\$1.00
October 14, 2024	\$1.00

**17.5.3** A general increase will be granted to all skilled trades employees according to the following schedule:

October 17, 2022	\$2.50
October 16, 2023	\$1.10
October 14, 2024	\$1.00

**17.5.4** A general increase will be granted to all support and production employees who were hired on or after November 1, 2015, (Tier 3) according to the following schedule:

October 17, 2022	\$2.00
October 16, 2023	\$1.00
October 14, 2024	\$1.00

**17.5.5** Rates for red circle production employees, see Job Classification Listing for individual job classification rate.

**17.5.6** Rates for non-red circle production and support employees hired prior to April 5, 1994, see Tier 1 Employees Rate Schedules A, Cl, C2 for support and production job classifications.

**17.5.7** Rates for production and support employees hired on or after April 5, 1994, see Tier 2 Employees Rate Schedules A, Cl, C2.

**17.5.8** Rates for Skilled Trades employees see Skilled Trades Rate Schedule.

**17.5.9** All general increases will be applied as set forth in the Job Classification Listings, Rate Schedules A, Cl, C2, and Skilled Trades Rate Schedules and applied to the automatic and skilled based progression rates provided for each labor grade in said schedules.

**17.5.10** Effective October 1, 2025 all Tier 3 employees who have five (5) years of service will move to Tier 2 wages. Going forward when employees achieve 5 years of service, they will move to Tier 2 wages at the next October.

#### **Section 17.6 -- Equal Pay**

**17.6.1** Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations. Any dispute arising as to the question of quality, quantity or comparability as herein defined shall be subject to final determination by the grievance machinery.

**Section 17.7 -- Shift Premium**

**17.7.1** The Company agrees to pay all employees shift premium based on the following schedule:

- (a) All employees on the so-called second or third shift will receive an additional eight (8%) percent per hour for working on such shift.
- (b) Any employee hired after April 1, 1994 on the so-called second or third shift will receive the following shift premium for working on such shift:

Effective October 20, 2008 \$.65 per hour

Effective October 19, 2009 \$.70 per hour

Effective October 18, 2010 \$.75 per hour

**17.7.2** When a night shift employee is directed by the Company for Company convenience to work on the day shift, the Company will agree to pay the night shift bonus for time spent working on the day shift.

**Section 17.8 -- Holidays and Payment**

**17.8.1** Each full time employee on the active payroll on the holidays mutually agreed upon by the parties (as listed below), excepting those on leave of absence for more than thirty (30) days, shall be paid for each of said respective holidays eight (8) times his regular rate during the holiday week, regardless of his length of service with the Company.

**2022 NEGOTIATION THREE-YEAR  
HOLIDAY SCHEDULE**

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
Thanksgiving	11/24/22 11/25/22	11/23/23 11/24/23	11/28/24 11/29/24
Christmas	12/23/22 12/26/22 12/27/22 12/28/22 12/29/22 12/30/22	12/22/23 12/25/23 12/26/23 12/27/23 12/28/23 12/29/23	12/24/24 12/25/24 12/26/24 12/27/24 12/30/24 12/31/24
New Years	01/02/23 01/03/23	01/01/24	01/01/25
President's Day	02/20/23	2/19/24	02/17/25
Good Friday	04/07/23	3/29/24	04/18/25
Memorial Day	05/29/23	05/27/24	05/26/25
Labor Day	09/04/23	09/02/24	09/01/25

**17.8.2** Laid off employees shall receive their holiday pay in accordance with this Section for any holiday(s) occurring during the seven (7) day period following their date of layoff.

**17.8.3** An employee absent due to compensable injury shall receive his holiday pay in accordance with this Section.



**17.8.4** In the event the factory is shut down for an extended period (two successive weeks or more) the provisions for holiday pay shall not be in force. Where there are two (2) or more consecutive holidays, the above shall not apply.

**17.8.5** If the plant closes down during the week in which a mutually agreed upon holiday falls, or if an employee takes his vacation during the week in which a mutually agreed upon holiday falls, he shall receive pay for the holiday.

**17.8.6** In the event payday falls on a holiday, the Company in good faith will make effort to distribute the payroll the day previous.

**17.8.7** The parties recognize the importance of regular attendance prior to and immediately following holidays and vacation shutdown. Absences result in an unnecessary disruption to the continuity of the operations. The parties will use their best efforts during these periods to promote regular attendance.

#### **Section 17.9 -- Christmas Bonus**

**17.9.1** Employees whose seniority date is prior to April 5, 1994 shall receive a Christmas bonus annually based on forty (40) hours pay.

**17.9.2** Employees whose seniority date falls after April 4, 1994 will receive an annual Christmas bonus based on the following schedule:

- (a) one year - 10 hours pay
- (b) two to five years - 20 hours pay
- (c) five and over years - 40 hours pay

**17.9.3** Computation of the Christmas bonus will be based on the higher of the employee's regular rate as of the last Monday in October or the third Monday in November. If the employee did not work on the above dates, Christmas bonus will be based on the last day worked prior to the last Monday in November.

**17.9.4** Payment of the Christmas bonus will be made only to those employees on the active payroll as of the first Monday in December of the current year, except as provided in Section 17.9.5 and 17.9.6.

**17.9.5** Employees shall receive the Christmas bonus during the week of the FIRST pay period of the month of December of the current year.

**17.9.6** An employee who is or has been inactive due to layoff during the calendar year for which a Christmas bonus is being computed will be paid a prorated Christmas bonus either ten (10) or five (5) hours, in accordance with Section 17.9.2 (a) and (b) above, for each full calendar quarter worked during the calendar year for which the bonus is being computed.

A full calendar quarter will be one in which the employee has worked two (2) calendar months in the calendar quarter in question.

**17.9.7** An employee who is placed on sick leave or retires and not on the active payroll, or an employee on military leave of absence, during the calendar year for which a Christmas Bonus is being computed shall be paid a prorated Christmas Bonus, in accordance with Section 17.9.1 on the basis of 1/52 for each full week worked during the calendar year for which the Bonus is being computed.

#### **Section 17.10 -- Jury Duty**

**17.10.1** Employees who are called to and report for Jury Duty will be made whole for the eight (8) hour day. Proof must be shown. Exceptions to the above procedure will be made by mutual agreement.

#### **Section 17.11 -- Bereavement**

**17.11.1** All employees on the active payroll who experience death in the immediate family (immediate family means father, stepfather, father- in-law, mother, stepmother, mother-in-law, sister, stepsister, half- sister, brother, stepbrother, half -brother, spouse, children, stepchildren, grandfather, grandmother, spouse's grandmother, spouse's grandfather, and grandchildren) and who lose time from work because of such death and resultant funeral will receive pay for lost working time during the regular work week (Monday through Friday) for three (3) days. Employees will be paid at their regular hourly wage rate for up to eight (8) hours straight time pay for any one day.

**17.11.2** An employee must take time off to receive bereavement pay. If death occurs on a weekend, said employee will be entitled to pay. Only proof of death is necessary.

#### **Section 17.12 -- Military Reserve Duty**

**17.12.1** An employee with one or more year's service who performs active duty as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

**17.12.2** A payment shall be made equal to the difference between the employee's base rate (up to forty (40) hours per week at straight time) and his military earnings for that period.

**17.12.3** Payment shall be limited to a maximum of ten (10) days in a calendar year.

**Section 17.13 -- Paid Lunch Period**

**17.13.1** A twenty (20) minute paid lunch period will be provided to bargaining unit employees. Breaks and lunch periods may be staggered by the Company for the purpose of maintaining production.

**Section 17.14 -- Work Measurement Standards  
and Personal Time**

**17.14.1** Before the company studies a job or an operation, the employee(s) on the job and the Steward representing that employee shall be notified in advance and shall be told the purpose of the study.

**17.14.2** All working papers supporting time standards for jobs covered by this agreement will be on file in the time study department and in case of a question in connection with a grievance on a specific standard, will be available for review with appropriate union representatives as defined in Article IV, Section 4.4 of this contract.

**17.14.3** Every employee shall be entitled to and shall receive an allowance for personal time, which shall not be less than twenty (20) minutes per eight (8) hour day. This includes:

- (1) Rest break(s) of twenty (20) minutes duration to be taken as scheduled.

Every employee shall be entitled to and shall receive an allowance for fatigue. Such allowance shall be in accordance with the requirements of the job, but in no case shall be less than three (3%) percent per eight (8) hour day.

It is understood that the above allowances apply to work measurement standards.

**Section 17.15 -- 401(k) Plan**

The Company shall have a company non-contributory 401(k) Plan (deferred compensation plan) which will provide pre-tax, long-term savings for retirement with a choice of funds such as fixed, equity, money market, and international funds. An option for weekly loans will be available February 1, 1993.

**Section 17.16 -- Paychecks**

**17.16.1** All employees hired after October 18, 2008 shall be paid through direct deposit. Effective October 19, 2022 paystubs will be available via the electronic method for all direct deposit payrolls.

### **Section 17.17 -- NDT Certification**

**17.17.1** The UAW Local 338 and SKF Aeroengine North America agree to establish a separate job classification for the NDT disciplines to encompass the entire Falconer facility. In order to qualify for the NDT classification, an employee must:

- (1) Achieve and maintain certification in either Eddy Current or two of the other NDT disciplines (Magnaflux, Nital Etch, or Dye Penetrant), and accept job assignments in those disciplines according to the needs of the business.
- (2) The pay rate of employees in the NDT classification will be \$.75 higher pay per hour than machine operators in the same tier. If it becomes necessary based on the needs of the business to qualify an NDT classified employee for more than the base discipline(s), that employee will receive a \$.50 increase in his/her hourly pay rate.
- (3) Employees in the NDT classification shall not be eligible for unilateral or sign job postings outside the NDT classification for 36 months upon signing into classification.
- (4) It is understood that an employee in the NDT classification may occasionally be assigned to work outside that classification if required by the needs of the business.
- (5) The current practice of paying an additional \$.50 per hour to any Operator or Support employee who maintains certification in an NDT discipline will continue in the facility.

- (6) After twenty-four (24) months of request said employee shall receive the additional \$.50 if they have not received the additional training.

#### **17.17.2 -- Roll Support Technician**

The UAW Local 338 and SKF Aeroengine North America agree to establish a separate job classification for Roll Support Technician. Effective on or after November 1, 2022, a poll will be posted to reduce employees from Seps & Rolls Support classification and placed in Roll Support Technician classification. In order to qualify for the Roll Support Technician classification, an employee must:

- 1) Achieve and maintain certification in Eddy Current as a level 1 inspector.
- 2) Achieve and maintain full capability of Rovitech dimensional/visual inspection equipment.
- 3) Achieve and maintain visual certification and capability in Seps & Rolls support classification requirements.
- 4) Roll Support Technician classification will be Labor Grade 15.
- 5) Employees in the Roll Support Technician classification shall not be eligible for unilateral or sign job posting outside the classification for 36 months upon signing into classification.
- 6) It is understood that an employee in the Roll Support Technician classification be assigned to work outside that classification if required by the needs of the business.

**ARTICLE XVIII  
GROUPLIFE, HEALTH AND  
ACCIDENT, MAJOR MEDICAL,  
DRUG, DENTAL AND  
SURVIVORS INSURANCE**

**Section 18.1 -- Insurance Benefits Provided**

The Company will provide a group life, health and accident, major medical, drug, dental, and survivors program of insurance for all active employees and their dependents. **Effective 1/1/20** all employees will pay \$8.31 per week for individual; \$12.92 per week for employee plus one, and \$16.62 per week for family toward medical and prescription coverage. Deductions will be paid 52 weeks per year. Deductions will not be taken in the last week of the year, where there are 53 weeks in a year. New Hires will be eligible the first of the month following day of hire.

**National Health Care**

If the Health Care Reform/ACA government provisions remain in place where excise taxes will be placed on health care costs exceeding certain thresholds (currently \$11,200 individual and \$30,150 family coverage scheduled to begin in 2022), and if the Union healthcare plan and prescription plan is scheduled to exceed these thresholds based on COBRA costs beginning in 2022, the Company will provide two options to the Union in September 2021, so they can notify the Company of their choice within 7 business days. The choice will be either:

1. Additional employee contributions required to pay for the expected excise tax based on the healthcare plan and prescription plan or
2. Accept a newly designed medical and prescription plan that will come just under the excise tax thresholds. In either choice, the agreed employee contributions continue effective January 1, 2022.



**18.1.1 -- Life Insurance**

- (a) Group Life Insurance with the Company provided insurer as follows:

Effective January 1, 2020 - \$24,000.00

Supplemental life insurance will be available at current salaried rates.

- (b) If an employee, while less than 60 years of age and while insured, becomes totally disabled from bodily injury or disease shall be eligible to apply for extension of life insurance continuation without premium in the amount applicable at the time of termination of insurance by reason of retirement or under Labor Agreement Provisions. This extension of benefit shall remain in force for such duration as the employee is continuously disabled as determined by the insurance carrier or upon reaching age 65, normal retirement age. At age 65 the insurance amount shall revert to the amount designated for a retiree.

**18.1.2 -- Accidental Death and Dismemberment**

Accidental Death and Dismemberment Insurance (24 hour coverage) with the Company provided insurer as follows:

Effective January 1, 2020 - \$24,000.00

### **18.1.3 -- Sickness and Accident Insurance**

Sickness and Accident Insurance with MET LIFE as follows:

Effective January 1, 2023 any new claims will be paid at \$500.

This will be a weekly indemnity benefit as follows:

- (a) the disability benefit is applicable to the first day of accident, eighth day of illness. Once an employee has been absent for four (4) weeks because of illness, coverage will be provided for the first week of absence.
- (b) benefits are limited to twenty-six (26) weeks for any one disability, including pregnancy disability.

### **18.1.4 -- Hospital-Surgical Insurance**

Effective January 1, 2006 the current medical plan will be replaced in its entirety by the 10/20/70 Independence Blue Cross PPO Program for all active and medical program pre-age 65 retirees (See SPD for Schedule of Benefits).

**Pre-Authorization - Employee is responsible to obtain Pre-authorization prior to undergoing a medical procedure.**

### **18.1.5 -- Major Medical Insurance**

Effective January 1, 2006 replaced by 10/20/70 Independence Blue Cross (refer to the SPD for the Schedule of Benefits).

**18.1.6 -- Dependent Insurance**

(a) The Company will provide basic hospital, surgical, dental, and major medical coverage for dependents to age 26. Effective 1/1/20, child dependents will be eligible for dental insurance up to age 26. (NOTE: Eligible to add during open enrollment November 2019).

(b) **Voluntary Insurance Benefits:** Effective 1/1/21 Voluntary Vision, Voluntary Life and Voluntary AD&D will be offered to all employees and will match that of the standard company options in these areas.

**18.1.7 -- Prescription Drug Insurance**

Effective January 1, 2006 the current Prescription Drug Program will be modified as follows:

Category of Rx	Co-pay per Prescription	
	Retail Mail/Advantage 90	
Generic	\$10	\$15
Branded in Formulary	\$20	\$30
Branded not in Formulary	\$40	\$50

The formulary may be reviewed annually as conditions change.

**18.1.8 -- Dental Insurance**

See Summary Plan Description.

#### **18.1.9 -- Transition Survivor Benefit**

The Company will provide Transition Survivor Benefit Insurance in the amount of \$225.00 per month for up to a maximum of 24 months. Such Transition Benefits shall be in force only while (i) the employee is on the active payroll, (ii) insured for life insurance benefits set forth in this Article and (iii) has at least one eligible dependent.

- (a) In the event of death of an insured employee, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee, and on the first day of each month thereafter until 24 such payments have been made or until there are no eligible survivors in any Class of eligible survivors, if earlier.
- (b) In no event will the maximum amount payable on account of the death of any employee exceed \$225.00 per month or \$5,400.00 in total. Payments shall be made to the eligible survivors in the first of the Classes of survivors set forth herein in which there is an eligible survivor or survivors.
- (c) The Classes of eligible survivors and the order of qualifying for benefits shall be determined as follows:
  - Class 1 - The spouse of a deceased employee, but only if legally married to the deceased employee for at least one year immediately prior to his death;
  - Class 2 - Any child of the deceased employee, who at the time the Transition Benefit first becomes payable to him is both unmarried and under 21 years of age, but such child shall cease to be a Class 3 eligible survivor upon marrying or reaching his 21st birthday;
  - Class 3 - A parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50% of the parent's support.

#### **18.1.10 -- Bridge Survivor Benefit**

In accordance with the terms and conditions of this Section, there shall also be payable to a Class 1 eligible survivor, both terms as defined in Section 18.1.9 (c), has received 24 monthly payments of the Transition Survivor Benefit as provided in Section 18.1.9, a Bridge Survivor Benefit, in the amount of \$225.00 per month commencing with the first month following the month for which the 24th monthly payment of the Transition Benefit is paid, provided, however, that no benefits shall be paid to a Class 1 eligible survivor for any month for which he/she is eligible because of the care of a child to receive Insurance Benefits under the current Federal Social Security Act, or as may be hereafter amended.

- (a) The Bridge Survivor Benefit will cease to be paid immediately upon the occurrence of (i) the death or remarriage of the Class 1 eligible survivor or (ii) attainment by the Class 1 eligible survivor of age 62 or such lower age at which full Widow's or Widower's Insurance Benefits or Old Age Survivor's Insurance Benefits become payable under the current Federal Social Security Act or as may be hereafter amended.

#### **Section 18.1.11 -- Assignment of Survivor Benefit**

No Survivor Income Benefit, set forth in Section 18.1.9 and 18.1.10 hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

**Section 18.1.12 -- Dependent and Health Care Flex  
Spending 125 Plan**

A Health Care Flex Spending Plan will be available for all employees.

- (a) New hires are not eligible to participate until the first of the month which coincides with, or next follows sixty (60) days of full time employment for the Company. This change will be effective 1/1/20.
- (b) Election of the Health Care Flex Spending will be made during each annual enrollment period.
- (c) Election option cannot be changed, unless a Qualified Family Status Change occurs, dollar change must be consistent with QFSC.
- (d) Contributions will be a pre-tax payroll deduction amount up to the current IRS maximum rate.
- (e) Claims for reimbursement, for the previous year, must be submitted by March 31.
- (f) Employees will forfeit any unused contribution balance.
- (g) Employees' family members, who are eligible, are entitled to submit claims even if they are not covered under medical/dental coverage.
- (h) Dependent Care Flex Spending will be available 1/1/21 up to the current IRS maximum rate for all employees.

**Section 18.2 -- Injury or Illness Under  
Workmen's Compensation**

**18.2.1** The provisions of 18.1.3 through 18.1.8 shall not be in force when an employee's injury or illness is subject to the provisions of Workmen's Compensation Act of New York. Such employees and their dependents are qualified to receive benefits under 18.1.3 through 18.1.8 and 18.1.13 for injury or illness unrelated to an occupational injury or disease subject to the termination of insurance provisions of this Article.

**18.2.2** If a Workmen's Compensation case is reopened and the current level of the Sickness and Accident benefit is higher than the Workmen's Compensation benefit applicable, the higher level will apply.

**Section 18.3 -- Termination of Insurance**

**18.3.1** The Company will pay for hospitalization, surgical, major medical, prescription drug, life, dental, dependent, transition and bridge insurance for any employee as indicated on the schedule below:

Laid Off	Balance of month plus 3 months
Workmen's Compensation	Balance of month plus 11 months
Sick Leave of Absence (Including Pregnancy Disability)	Balance of month plus 11 months
Personal Leave of Absence	Balance of month plus 1 month
Military Leave	Balance of month
Quit	Date of Termination
Discharge	Date of Termination

**Section 18.4 -- Insurance Carriers**

**18.4.1** The benefits provided under this Article may not be changed during the life of the Contract except by mutual agreement. The Company may, however, change carriers of such insurance for any good and sufficient reason - such as rate increase. The Union shall be informed in advance of any such change.



**Section 18.5 -- Pensioner's Insurance**

**18.5.1** The Company shall provide reimbursement of medical insurance for the qualified pensioner's at age sixty-five (65) or over under the U.S. Government Medicare Program.

**18.5.2** The Company shall provide reimbursement of medical insurance for the qualified pensioner's spouse at age sixty-five (65) or over under the U.S. Government Medicare Program.

**18.5.3** The Company shall provide all normal retirees (except vested deferred) a hospitalization and surgical benefit that will supplement Medicare benefits to the extent available as of October 28, 1974, under the Senior Care Plan as provided by Chautauqua Region Blue Cross and Blue Shield or its equivalent.

**18.5.4** The Company shall provide hospital and surgical benefits for qualified spouses of retirees as defined in 18.5.3.

**18.5.5** Upon the death of any pensioner who retired on or before October 16, 1992, receiving either a Normal, Deferred, or Early Pension but not a deferred Vested retirement benefit, there shall be paid to the beneficiary named by him, or in the absence of a beneficiary, to his duly appointed legal representative, the sum of \$3,000 under the Company provided insurer.

Upon the death of any pensioner who retired on or after October 17, 1992, receiving either a Normal, Deferred, or Early Pension but not a deferred Vested retirement benefit, there shall be paid to the beneficiary named by him, or in the absence of a beneficiary, to his duly appointed legal representative, the sum of \$4,000 under the Company provided insurer.

**18.5.6** Effective October 16, 1977, all future early retirees between ages 60 and 65 and those retiring under the Rule of 86 shall be provided with paid Hospital, Surgical, and Major Medical insurance coverage subject to the provisions of the group contract. The Company will agree to extend the Hospital, Surgical and Major Medical coverage for future early retirees ages 60 to 65 to their spouses. The Company will agree to pay the cost of such coverage. Effective January 1, 2006, the medical plan will be replaced in its entirety by the 10/20/70 Independent Blue Cross PPO Program, which includes a Prescription Drug Program. Effective **1/1/2017**, all Tier III employees who retire from the Company will not be eligible for any post-retirement healthcare.

**Section 18.6 -- Duplication of Benefits**

**18.6.1** The Company may establish provisions for eliminating the problem of duplicate hospitalization and Surgical, Major Medical, Drug and Dental benefits which may occur with respect to employer sponsored coverages including those provided under this Article.

**18.6.2** In the case of spouses who are employed by SKF Aeroengine North America, only one spouse may elect group health, major medical, drug, dental family coverage, understanding that this only applies to two (2) people under the Bargaining Unit. The other spouse will be a covered dependent under the plan.

**ARTICLE XIX  
DURATION OF CONTRACT  
AND RENEWAL PROVISIONS**

**Section 19.1 -- Duration and Renewal**

**19.1.1** This Agreement and all its provisions shall become in full force effective as of October 16, 2022. Said Agreement and all of its provisions shall remain in effect until midnight, October 18, 2025, and shall automatically be renewed from year to year thereafter unless at least thirty (30) days and no more than ninety (90) days' notice in writing by either party to the other party is given before the termination date of its desire to modify, amend, or terminate at the expiration of the annual period within which such notice is given.

**19.1.2** This Agreement shall be binding upon the Company and any assignee or successor or merged or consolidated corporation or person in whom there is the same ownership and control as that of this Company.

**19.1.3** For the period of this Agreement, it is understood that it covers the entire subject matter of the Company's relationship with its employees and renders null and void, unless subsequently agreed to, all previous agreements written or otherwise.

**Section 19.2 -- Execution**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 16<sup>th</sup> day of October, 2022, by their officers thereunto authorized.

**FOR THE COMPANY:**

Joseph Sienicki	Carrie Graham
Michele Jones	Mike Conaghan
Ray Eames	Susan Eck

**FOR LOCAL338**

Craig Darling	Richard Senske	Jeffrey Ransom
Terry Garvin	Clair Ohls	Kenneth Johnson

**FOR THE INTERNATIONAL:**

Gordon Fletcher III

**SKILLED TRADES  
SUPPLEMENTAL AGREEMENT BETWEEN  
SKF AEROENGINE NORTH AMERICA  
AND UAW LOCAL 338**

This agreement entered into this 14th day of October 2012 between SKF Aeroengine North America, Falconer, New York, hereinafter referred to as the Company and the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America, UAW and its Local 338.

**Section 1 --**

Skilled Trades for the purpose of this Agreement, shall mean the skilled trades classifications as follows:

**Apprenticeable Trades**

507-Calibration Technician, 509-Machinist Mechanic, 514-Model & Instrument Maker, 524- Tool, Die Fixture & Gage Maker, 602-Electrician AA, 610-Millwright.

**Section 2 --**

Seniority in the Skilled Trades departments shall be by non-interchangeable occupations or trades within a department or group of departments.

**Section 3 --**

After the signing of this Agreement, seniority of journeypersons in the Skilled Trades departments shall begin as of date entry into such department except graduates of the Apprenticeship program, who shall have seniority as provided for in the Apprenticeship Program.

**Section 4 --**

Production workers will not carry seniority into the skilled trades occupations and the Skilled trade workers will carry seniority into production departments.

**Section 5 --**

The term "Journeyman" as used in this Agreement shall mean any person:

- a. Who presently holds a journeyman classification in the plant in the skilled trades occupations.
- b. Who has served a bona fide apprenticeship and has a certificate which substantiates his claim of such service.
- c. Who has had eight (8) years of Skilled Trades experience and can prove same with proper affidavits. The Company may consider the possession of a valid Journeyman Card as an item of proper affidavit.

**Section 6 --**

Any further employment in the skilled trades occupations in plant, after signing of this Agreement, shall be limited to journeymen, apprentices, and trainees exclusive of sub-contractor and the employees thereof. Sub-contracting of skilled trades work (as defined by the classifications above) will be in compliance with the sub-contracting provisions.

**Section 7 --**

In case of a layoff in the Skilled Trade Departments, the following procedure shall be used:

- a. probationary apprentices
- b. probationary journeymen
- c. apprentices
- d. inverted seniority - voluntary layoff in accordance with 14.3.6 of the main agreement
- e. youngest seniority employee within the occupation
- f. recalls shall be made in reverse order of layoffs
- g. once an employee exhausts twenty-six (26) weeks of unemployment compensation, he/she may elect to return to active employment and will be placed on an open job or displace the low senior employee on the active payroll at the time of return.

**Section 8 --**

The Company and the Union agree to provide an Apprenticeship Program. The Apprenticeship Standards shall be in keeping with the International Union, U.A.W. The Apprenticeship Standards when completed shall be considered as an inseparable part of this Supplementary Agreement.

**Section 9 --**

All sections of the Labor Agreement presently in effect which are not inconsistent with this Supplement shall apply to the skilled trades workers.

#### **Section 10 --**

A joint Skilled Trades Committee will be formed to review, on a regular basis, matters associated with the subcontracting of Machine Shop, Tool Room and maintenance work normally performed in the past by SKF Aeroengine North America employees. The purpose of the Committee is to discuss and resolve to both parties' satisfaction matters of interest and concern to the Skilled Trades employees at SKF Aeroengine North America, to encourage more harmonious relations between the parties, to improve upon the services the Skilled Trades group provides to the production process, and to improve upon the competitiveness of SKF Aeroengine North America in the marketplace.

The Skilled Trades Committee will be comprised of three (3) Management and three (3) Union representatives. Management members will be the Plant Manager, the Employee Relations Manager, and a person responsible for the management of Skilled Trades employees.

Management may appoint designees as appropriate. The Union members will be those Bargaining Committee members (or their designees) appointed by the Union President.

The Committee will meet once a month, or more frequently as mutually agreed. An agenda will be established for each meeting and will normally include a review of subcontracting activity during the preceding period and its effect on Skilled Trades employees and operating results. A discussion of projected subcontracting activity and matters related thereto will also be appropriate. The Union Committee members as designated by the Union, will be provided with data and information regarding subcontracting and will have the opportunity to comment on Management's plant and activities and the Company will have the opportunity to give due consideration to the Union's concerns and suggestions.



Skilled Trades employees shall be given every opportunity to work longer hours to satisfy the demands for skilled trades work in situations where SKF Aeroengine North America employees have the skills required and where it is economically feasible and efficient. This does not preclude the Company from hiring additional skilled trades bargaining unit employees instead of working overtime.

In addition to the regular Committee meetings, management will strive to keep the Union informed of routine matters on a more frequent basis in order to provide an ongoing dialogue. One (1) Company member and one (1) Union member of the Joint Skilled Trades Committee will be designated for the purpose.

The Company will discuss with the Union matters relating to subcontracting Machine Shop, Tool Room and maintenance work.

It is recognized that Management will make its subcontracting decisions on the basis of manpower requirements, the need for special tools and equipment, special skills, production requirements and the efficiencies and economics involved.

The Union will be notified no later than one week in advance, if possible, when outside contractors are to perform any kind of work within the plant.

#### **Section 11 --**

Employees in the Skilled Trades classifications will be scheduled vacation time on the basis of plant-wide seniority

## **Section 12 --**

**Plumbing** --It shall be the Millwrights duty to be responsible for the general plumbing throughout the factory on all lines pertaining to air coolant and oil on the Central Systems.

When a machine is installed or relocated, the Millwright will do the external plumbing up to and connecting the machine for operation.

All regulators (air, coolant, oil) that are on external lines before entering machines shall be removed and replaced by the Millwrights or Machinist Mechanics in performance of their respective jobs.

In areas where there is need for regulators or valves in plumbing lines these shall be installed by Millwrights.

Plumbing within a machine shall be done by Machinist Mechanics.

All accumulator valves shall be removed and repaired by Machinist Mechanics.

**Pumps** -- Any pump mounted on a machine shall be removed, repaired and replaced by Machinist Mechanics. Except as stated above, Millwrights will remove and replace coolant and circulating pumps. Pumps pertaining to any central system shall be removed and delivered to Machine Repair areas by Millwrights.

After these pumps are repaired by Machinist Mechanics, they will be reinstalled by Millwrights. If major realignment is necessary between pump and motor or drive, Machinist Mechanics shall align with plumbing completed by Millwright.

**Repair of Electric Motors** -- The electrical power source to any equipment shall be disconnected or connected by an Electrician AA except plug-in type.

All electric motors shall be maintained by the Electrician AA.

Motors that one person is capable of handling without assistance shall be removed, repaired and replaced by the Electrician AA.

On larger motors the Electrician AA shall be assisted by either Machinist Mechanics or a Millwright as necessary.

Electricians AA will disassemble and assemble motors.

When additional work is necessary, other than electrical, the motors shall be sent to the classification involved (such as Machinist Mechanic, Spindle Room).

All motors connected with the central air conditioning units or exhausts shall be removed by the Electrician AA. Millwrights may assist as required.

**Fabrication of Guards** -- All sheet metal guards and chutes will be fabricated by Millwrights and maintained by Machinist Mechanics except when welding and brazing is needed, this work will be assigned to Millwrights. Machinist Mechanics shall fabricate guards and chutes other than sheet metal.

The Company is not willing to abridge any of its rights under the Labor Agreement with regard to its ability to direct the work force and that the fore-going is a synopsis of "Work Assignment Guidelines" for the Trades involved and in no way prejudices or abridges the Company's right to establish jobs and/or change job content as outlined in Article XVII, 17.1 - Job Classification.

The Skilled Trades can perform minor skill work incidental to the job being done which permits the performance of his duties and which may normally fall within the jurisdiction of other trades.

**Section 13 --**

- (a) Upon successful completion of an Apprenticeship Program or Single purpose Training Program, the employee's date of entry into the respective program shall be considered his seniority date.
- (b) Employees who are hired directly into a Skilled Trades classification shall have their seniority date established in accordance with Article XIV, Section 14.2 of the Labor Agreement.
- (c) Skilled Trades seniority shall be used in determining layoff recall, overtime and shift preference application.
- (d) Single purpose trades combined into apprenticeable classifications shall be upon completion of training carry their skill trades seniority date.
- (e) Effective January 1, 2023 Skilled Trades employees shall not be eligible to sign job posting or accept unilateral transfers until forty eight (48) months from seniority date within Skilled Trades classification.

**Section 14 --**

When a reduction in the work force is necessary within a Skilled Trades classification it shall be considered in accordance with Section 7.

It is understood that employees may possess in-plant recall rights to a specific classification.

**Section 15 --**

It is agreed that when an opening occurs in a Skilled Trades classification, the following procedure will be followed:

- (a) Employees interested in applying for the Skilled Trades Training Programs should submit their name with any pertinent information on their experience and qualifications to the Personnel Department.
- (b) First consideration shall be given to the employees having seniority with the Company and who qualify under the eligibility requirements as indicated in the agreed to training programs.
- (c) If employees having seniority and the above qualifications are not available, new employee having such qualifications may be hired.
- (d) Skilled Trades classifications shall be those covered by the Apprenticeship Program Agreement and Single Purpose Training Program, as well as any other subsequently agreed upon between the Company and the Union.

**Section 16 --**

When a journeyperson has a need for additional tools in order to more effectively accomplish their work, the journey person should submit this request to the Company for review and if appropriate the required tools will be provided.

**Section 17 --**

It is hereby agreed that skilled trades apprentices will be laid off from the classification apprenticed to in accordance with Section 7 of the Skilled Trades Supplemental Agreement and Article 14.3.1 as follows:

- a. Laid off from the classification apprenticed to in seniority order.
- b. Elect a voluntary layoff or exercise seniority to a classification previously held for 30 days or more.
- c. If the apprentice does not elect one of the options in B above, he must exercise his seniority in the last classification held prior to assuming the apprenticeship.
- d. If the apprentice cannot exercise seniority as in C above, he/she shall then exercise his/her seniority in accordance with the applicable provisions of Article 14.3.1.
- e. If an apprentice has previously held a red circle job, and involuntarily returns to any red circle job, he will be paid the red circle rate of the job he returns to.

**Section 18 --**

Any employee who has been in their current job classification for eighteen (18) months upon the effective date of the agreement will receive an additional \$.40 per hour. If an employee remains in their current job classification for an additional six (6) months (total of 24 months from effective date of contract) they will receive an additional \$.10 per hour.

If any employee signs a job posting after eighteen (18) months, accepts a unilateral transfer, or voluntarily transfers to the other facility, said employee will lose the \$.40 or \$.50 and must remain in their current job classification for eighteen (18) or twenty-four (24) months to regain the additional money.

Any employee who is receiving the additional money and is involuntarily removed from their job classification, or in the case of a skilled trade employee to the other facility, said employee will continue to receive the additional money until they voluntarily move.

**Section 19 --**

For purposes of work direction for working in the Skilled Trades Departments, each skill or trade will become one classification.

**Section 20 --**

The Company and the Union will immediately establish the joint apprenticeship committee in order to commence work on an in-house apprenticeship program pursuant to Sections 8 and 10 of this Skilled Trades Supplemental Agreement.

**Section 21 --**

- A) Maintenance Mechanic will be divided up into two (2) classifications. The new classifications will revert back to "Machinist Mechanic" and "Millwright"
- B) Signing into the new classifications and shift will be decided by the polling procedure by November 1, 2022.
- C) The "AA" Electricians" rate of pay will still apply.
- D) During an eight (8) hour day, the two (2) new classifications, may, perform each other's duties.
- E) Skilled trades will train employees outside classifications by mutual agreement between the union and company based on business needs.
- F) Apprentices enrolled in the program as of October 15, 2022 currently in the Maintenance Mechanic program will remain through completion of the program. Upon completion of the program, apprentices will be moved into Machinist Mechanic or Millwright based on polling procedure. Apprentice hired on or after October 16, 2022, will be selected into either the Machinist Mechanic or Millwright program.

Effective October 17, 2022 all journeymen hired will come in at top rate.



**LETTER OF AGREEMENT 08-29**  
**SUBJECT: ELECTRONIC TECHNICIAN**  
**AND AA ELECTRICIAN**  
**FALCONER PLANT**

The Company and the Union agree to the following:

- 1) The Electronic Technician Job classification will be combined into the AA Electrician job classification as of March 1, 1995.
- 2) Incumbents in the Electronic Technician job classification who do not desire to upgrade to the combined job classification will be grandfathered out as Electronic Technicians.
- 3) Incumbents in the Electronic Technician job classification who desire to upgrade to the combined job classification will be paid \$16.38 per hour as of March 1, 1995 and will advance to the top of the wage schedule for the AA Electrician job classification after six months.
- 4) Incumbents in the combined job classification will be cross trained as required, based on operational needs.
- 5) The incumbents in the combined job classification will be allowed to exercise their seniority, sign and be granted job polls based on their capability to perform the job assignment that is being requested.

**LETTER OF AGREEMENT 08-32**  
**SUBJECT: PRODUCTION AND**  
**SKILLED TRADES RELATED WORK**

The Union recognizes the Company's right to outsource and subcontract work. When the Company decides to do so, the following procedure will apply:

- 1) The Union will be notified of the Company's intent.
- 2) The Company and Union will discuss the decision and alternatives if any.
- 3) The thirty (30) percent subcontracting rule will be replaced by offering affected employees twenty-five hours of overtime per quarter.

This is a stand-alone article. Nothing in this article is intended to prohibit or limit the exercise of the management rights of the Company as they relate to subcontracting and outsourcing, either under the terms of the collective bargaining agreement or pursuant to past practice.

**LETTER OF AGREEMENT 08-33**  
**SUBJECT: REVISION LETTER OF**  
**AGREEMENT 2003-01**

The UAW Local 338 and SKF Aeroengine North America agree that the Letter of Agreement 2003-01 shall be continued for the term of this new Collective Bargaining agreement as follows:

- (1) For any "Rule of 86" retirements occurring on or after November 1, 2012, the maximum monthly benefit representing a pure social security supplement will be \$2,400.00, as provided by the terms of the Hourly Employee Pension Plan.
- (2) In the event that the Company totally and completely closes all operations in Chautauqua County, the Company will offer a "Rule of 70" benefit. The "Rule of 70" benefit will be applicable to all employees with a combined age and service equaling 70 or more and with a minimum of 15 (fifteen) years of service at the time of the total and complete shutdown of all operations employing bargaining unit employees. This "Rule of 70" benefit will provide the same benefits as provided under the "Rule of 86".
- (3) Effective January 1, 2005, Caps for pre-Medicare retirees and for post-Medicare retirees will apply. The Caps will be based on the January 1, 2005 established COBRA rates. The following groups of active participants will be grand fathered:
  - a. Active participants who retire before the end of December 2004; and
  - b. Active participants hired before 1978.

- (4) Replace Medicare Part B premium reimbursement for non-grand fathered employees with \$100.00 per month supplemental pension benefit for life at age 62.
- (5) In the event of a two or more week shut-down, the employees at their option, may elect to only count one of the two-week shutdown as vacation.

**LETTER OF AGREEMENT 10-01  
SUBJECT: MEMORANDUM OF  
UNDERSTANDING BETWEEN  
SKF AEROENGINE NORTH AMERICA,  
A UNIT OF SKF USA INC. AND  
INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, LOCAL 338**

This Memorandum of Understanding is into between SKF Aeroengine North America, a Unit of SKF USA Inc. (hereinafter called the "Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (hereinafter called the "Union") on behalf of the members of Local Union 338.

The parties recognize the immediate need to do everything possible to recover lost sales and to bring more business to the plant.

As a result, this extension includes the following modifications which will supersede the relevant sections of the collective bargaining agreement:

1. Effective November 1, 2015, a new Tier 3 will be created to align future hires at the local labor market as follows:
  - a) Health Care will be as the current Tier 2 employees hired after October 16, 1998.
  - b) Employees will be 100% vested on all Company contributions.
  - c) Effective 10/17/22 New Hire employees are not eligible to sign postings or be granted unilateral transfers for 18 months unless granted by company's discretion.
2. To improve productivity and to increase the skills of the workers, training in other classifications may be possible to increase the value added provided by the workers and this should not prevent a person on layoff from being recalled. The priority for overtime opportunities will be in the employees' home classification.
3. **OVERTIME:** Two New Principles
  - a) The Company cannot continue to pay overtime when it is possible to perform the work on straight time.
  - b) The Company and the Union agree on the target to increase overtime.

To achieve this target, the Company and the Union will conduct monthly meetings to review production and manning requirements with the intent to investigate whether it makes more sense to work overtime rather than hiring new employees. At the exception of the laid off workers, for whom the company has the target to bring them back the soonest.

Additionally, the meeting will include a review of subcontracting with the target to reduce it. Consequently, the following changes will apply:

- The equalization rule at the level of the channel will not apply. However, the spirit of equalization will remain at the work center level and by applying skill and ability.
- With respect to overtime, the Wrap Department will be treated like all other departments.
- As is the current practice, if no one volunteers for over, it is possible for the Company to offer additional overtime. Of course, this practice will not be used to prevent a shift from working on the weekend.

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## 2023 CALENDAR

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

  

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

  

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

  

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



2024 CALENDAR

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2025 CALENDAR

<div>January</div> <div>SMTWTFS</div> <div>1234</div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>262728293031</div>	<div>February</div> <div>SMTWTFS</div> <div>1</div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>232425262728</div>	<div>March</div> <div>SMTWTFS</div> <div>1</div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>3031</div>
<div>April</div> <div>SMTWTFS</div> <div>12345</div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>27282930</div>	<div>May</div> <div>SMTWTFS</div> <div>123</div> <div>45678910</div> <div>11121314151617</div> <div>18192021222324</div> <div>25262728293031</div>	<div>June</div> <div>SMTWTFS</div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>2930</div>
<div>July</div> <div>SMTWTFS</div> <div>12345</div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>2728293031</div>	<div>August</div> <div>SMTWTFS</div> <div>12</div> <div>3456789</div> <div>10111213141516</div> <div>17181920212223</div> <div>24252627282930</div> <div>31</div>	<div>September</div> <div>SMTWTFS</div> <div>123456</div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>282930</div>
<div>October</div> <div>SMTWTFS</div> <div>1234</div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>262728293031</div>	<div>November</div> <div>SMTWTFS</div> <div>1</div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>30</div>	<div>December</div> <div>SMTWTFS</div> <div>123456</div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>28293031</div>

## NOTES

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