

**2007 LABOR AGREEMENT**

EXHIBIT "A"

BETWEEN

AMPHENOL CORPORATION

AMPHENOL AEROSPACE OPERATIONS

AND

SIDNEY LODGE NO. 1529

AFFILIATE OF THE INTERNATIONAL

ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

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## **AGREEMENT**

This Agreement dated October 27, 2007, is entered into by and between AMPHENOL AEROSPACE OPERATIONS of Amphenol Corporation, hereinafter referred to as the "Company", and SIDNEY LODGE NO. 1529, Affiliate of the International Association of Machinists and Aerospace Workers, herewith referred to as the "Union".

This Agreement supersedes the Agreement entered into October 23, 2004, and all supplements thereto with the exception of the following supplements which remain in effect as modified:

- (1) Exhibit "D", Supplement "D" - APPRENTICESHIP STANDARDS AGREEMENT FOR TOOLMAKER.
- (2) Exhibit "E", Supplement "E" - AGREEMENT between BENDIX CONNECTOR OPERATIONS of Amphenol Corporation and the SIDNEY LODGE NO. 1529, affiliate of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS regarding INSURANCE.
- (3) Exhibit "F", Supplement "F" - BENDIX CONNECTOR OPERATIONS HOURLY EMPLOYEES' PENSION PLAN.
- (4) Exhibit "H", Supplement "H" - APPRENTICESHIP STANDARDS AGREEMENT FOR PLANT MAINTENANCE MECHANIC.
- (5) Exhibit "I", Supplement "I" - APPRENTICESHIP STANDARDS AGREEMENT FOR METROLOGIST.
- (6) Exhibit "J", Supplement "J" -- Letters of Agreement

## **PURPOSE AND INTENT**

The purpose of the Company and the Union in entering into this Agreement is to set forth their agreement on rates of pay, hours of work, and other terms and conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve uninterrupted operations in the plant, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort.

The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, and that it depends primarily on attitudes between people and their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the plant where day-to-day operations and administrations of this Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that the Company and the Union officials, whose duties involved negotiation of this Agreement, are not anti-union or anti-company, but are sincerely concerned with the best interests and well-being of the business and all employees.

To this end, officials respectively representing the Company and the Union may, from time to time during the life of this Agreement, at the request of either and mutual convenience of both, meet to apprise their administration of this Agreement, to analyze influences which may be impairing the attainment of their joint goal and to improve understanding between their respective representatives and among employees. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor in any way to

modify, add to, or detract from the provisions of this Agreement, except in accordance with the ALTERATION OF AGREEMENT section of this Agreement.

By such arrangement the parties believe that they, as people of good will with sound purpose, may best ensure the desired prosperity and progress of the Company and its employees, protect private enterprise and represent the legitimate interests of their respective organizations within the framework of a democratic society in which regard for fact and fairness is essential.

**ARTICLE I**  
**RECOGNITION**

Section 1 - The Company recognizes Sidney Lodge No. 1529, affiliate of the International Association of Machinists & Aerospace Workers, as the sole, exclusive collective bargaining representative for all hourly paid production and maintenance employees, at the Company's plant located at Sidney, New York, as originally certified by the NLRB and as subsequently defined in Exhibit "B". Supplement "B". All office, salaried clerks, timekeepers, analysts, sales, engineering, salaried laboratory employees, guards, foremen, supervisors and executives as defined by the NLR Act, are specifically excluded.

Section 2 - Accordingly, the Union makes this agreement in its capacity as the exclusive bargaining representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Company of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with the Agreement or adjust or settle the same.

**ARTICLE II**  
**ALTERATION OF AGREEMENT**

Section 1 - The Union and Company agree that the terms of this Agreement shall be binding on themselves, and on each and every employee of the Company covered hereby who is now or who shall hereafter become a member of the Union during the tenure of this Agreement; and, it is hereby understood and agreed that the employees and the Union have only those rights, privileges, benefits and/or immunities which are affirmatively and specifically set forth in this Agreement. It is further understood that this Agreement constitutes the sole and complete understanding between the parties; and that the Company, the Union and the employees, for the term of this Agreement, are foreclosed from further bargaining about any matters either herein contained or which were or could have

been legitimate items of discussion during the negotiation of this Agreement.

Section 2 - Nothing in this Section shall prohibit the parties from effecting necessary, mutually agreeable modifications or clarifications to the Agreement during term; provided, however, that to be effective, any such modification, addition, deletion or clarification hereto must be in writing as a "Letter of Agreement" and signed by the Director, Human Resources and the Business Representative, or their designees. Any changes or elimination of a "Letter of Agreement" must be in writing and signed as above provided.

### **ARTICLE III MANAGEMENT**

Section 1 - Except as limited by the terms of this Agreement, it is recognized and agreed by the Company and the Union that the management of the Company is, and shall continue to be, vested solely in the Company. The sole and exclusive rights of management shall include, by way of example, but are not limited to, its right to: hire; transfer; promote; demote; discipline; discharge for proper cause; establish rules of conduct, maintain order; increase or decrease the working force, working hours or operations; make work assignments; direct removal or installation of machinery or appliances; specifically, the products to be manufactured, the location of plants, the schedule of production, the methods, processes and means of manufacturing are solely and exclusively the functions of the Company.

Section 2 - Should the parties not exercise any of their respective legal or contractual rights, or exercise them in a particular way, nothing in this Agreement shall be construed to have waived such rights, or precluded the parties from exercising them in some other way or at some later date. Such authority as reserved in this Article shall not be applied in any manner that would violate any provision of this Agreement or discriminate against any member of the Union.

**ARTICLE IV  
UNION SHOP**

Section 1 - All employees covered by the terms of this Agreement shall be required to become and remain members in good standing of the Union, to the extent of paying membership dues, as a condition of employment on the effective date of this Agreement, or 30 days after date of employment, whichever is later.

**ARTICLE V  
AUTHORIZATION FOR CHECK-OFF OF DUES**

Section 1 - The Company agrees to deduct each month Union membership dues for those employees who have voluntarily authorized the Company to do so in writing in accordance with the "Authorization for Check-Off of Dues" form set in Article V, Section 3 below. Such membership dues shall be limited to those levied by the International Union or Sidney Lodge No. 1529 in accordance with the Constitution and Bylaws of the Union.

Section 2 - The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, or assignment furnished under any of such provisions.

Section 3 - The authorization for such check-off of dues is as follows:

**"AUTHORIZATION FOR CHECK-OFF OF DUES"**

"To The Amphenol Aerospace Operations" I hereby assign to Sidney Lodge No. 1529, affiliate of International Association of Machinists and Aerospace Workers, from any wages earned or to be earned by me as your employee, the exact amount to be designated on the authorization card, or such amount as may be hereafter established by the Union and become due to it, and initiation fees as provided for in the Union Constitution and Bylaws. As my membership dues in said Union, I authorize and direct you to deduct such amount from my first pay for each month and to remit the same to the Union.

"This assignment, authorization and direction shall become operative for the collection of the dues during the month of \_\_\_\_\_.

"This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of the said new Collective Bargaining Agreement between the Company and the Union, 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 on 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.

---

(Type/print name of empl. here) (Signature of empl. here)

---

(Employee's number)

---

(Address of employee)

Monthly Dues \$ \_\_\_\_\_ DATE \_\_\_\_\_  
(filled in by Financial Secretary)

#### **ARTICLE VI BULLETIN BOARDS**

Section 1 - The Company will place bulletin boards at appropriate locations in the plant - to be used exclusively for the posting of Union Notices or any other matter that the Director, Human Resources may approve. All notices must be countersigned by the Recording Secretary or the President of the Union, and approved by the Director Human Resources before posting.

#### **ARTICLE VII STRIKES AND LOCKOUTS**

Section 1 - There shall be no strikes, work stoppages, slow-downs, or other impeding of production during the term of this Agreement. The Union agrees that it will not authorize, sanction or condone any such activity during the term of this Agreement. Any employee(s) who participate in such activity shall be subject to disciplinary action, including discharge; provided, however, that the factual determination of an employee(s) participation in such activity is subject to the grievance procedure.

Section 2 - There shall be no lockouts during the term of this Agreement.

Section 3 - Except as specifically and unequivocally excluded by other provisions of this Agreement, the applicable procedures of this Agreement will be followed for the settlement of all grievances or disputes arising under this Agreement. All grievances shall be considered carefully and processed promptly in accordance with the applicable provisions of this Agreement.

#### **ARTICLE VIII DISCRIMINATION**

Section 1 - There shall be no interference with the right of the employees to join and continue membership in the Union; and there shall be no discrimination, restraint or coercion against any employees because of membership in the Union or because of lawful Union activity as limited by Section 2 below.

Section 2 - There shall be no solicitation for Union membership or dues, or other Union activity during working hours, except as specifically otherwise provided in this Agreement.

Section 3 - It is the continuing policy of the Company and the Union that the provisions of this Agreement, the employment policies and practices of the Company, and the membership policies and practices of the Union, shall be applied to all employees without regard to race, sex, color, religious creed, national origin, handicap(s), age, marital status or veteran status.

#### **ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 - The purpose of this section is to establish procedures for the prompt processing and resolution of requests, complaints, and grievances as herein defined.

Section 2 - Any employee having a request or complaint may orally discuss it with his/her supervisor, with or without the Department Steward being present, in an attempt to resolve the issue. Any such resolutions shall be in accordance with the

terms of this Agreement and will pertain to the instant complaint or request only, and shall not be considered precedent setting for any other purpose under this Agreement. Every effort will be made by both parties to achieve fair and speedy resolution of most day-to-day issues through this process. However, if a complaint or request has not been resolved, it may be presented to the employee's supervisor as a written grievance as provided below.

Section 3 - A "Grievance" means a difference or disagreement involving the interpretation or compliance with the provisions of this Agreement which has not been resolved through oral discussion as set forth in Section 2 above, and which has been formally presented in writing at Step One of the Grievance Procedure.

A. Step One: Any request or complaint meeting the requirements of Section 3 above, may be reduced to writing and filed as a Step One grievance. Such grievances must be filed as soon as practicable, but no later than thirty (30) calendar days after the date of the alleged violation, or within five (5) working days of the date the grievant knows of the fact or event precipitating such grievance, if such date is beyond the thirty (30) calendar day limit established above. Grievances involving improper payment of wages may be filed directly at Step One, however, any wage adjustment shall not be retroactive beyond thirty (30) days from the date the grievance is so filed. Step One grievances shall be filed with the employee's supervisor in writing in duplicate on grievance forms provided by the Union.

No later than two (2) working days following the date the grievance is presented, the employee's Supervisor will schedule and hold a hearing with the aggrieved employee and the Departmental Steward to attempt to resolve the grievance. It is understood that the Departmental Steward may request the presence of the Chief Steward and/or the Union President at this hearing. The employee's Supervisor shall give the Departmental Steward a written decision on the grievance form as soon as possible, but in any event no later than five (5) working days from the date of receipt of

the grievance.

B. Step Two: In the event the Supervisor does not provide a timely written decision or the Step One answer does not resolve the issue, the Chief Steward must appeal the Grievance to the Director, Human Resources no later than five (5) working days following the date the Step One decision is presented to the Departmental Steward. If the grievance is not so appealed, the grievance is settled on the basis of the employee's Supervisor's decision.

The grievance will be scheduled on the next regular Grievance Committee meeting agenda as referenced in Article XIV, Section 6. Generally, such grievance meetings will be scheduled for the last working day of the week. If a written decision on the grievance is not provided to the Union President on or before ten (10) working days from date of hearing or a mutually agreed upon extension thereof, the grievance will be resolved in the Union's favor. The Union President may request the presence of representatives of the International Union and/or District Representative in this step.

Section 4 - For a grievance to be considered for arbitration, notice of intent to appeal a grievance to arbitration shall be filed with the other party no later than ten (10) working days after the Director, Human Resources' decision has been given to the Union President. If the grievance is not appealed to arbitration within this prescribed time period or a mutually agreed upon extension thereof, the grievance is settled on the basis of the last Company decision, and will be subject to no further consideration.

Once a grievance is certified to arbitration, it will be scheduled for an arbitrator as soon as practicable, but in any event within sixty (60) working days. Within three (3) working days of the day the arbitration is scheduled, the grieving party shall confirm the date and place for the arbitration proceedings in writing to the arbitrator, with a copy to the other party, and will specify the grievance or grievances to be heard at these arbitration proceedings. The grievance may not then be withdrawn without the consent of the other party and any

cancellation fee will be paid by the party requesting the withdrawal.

Section 5 - If the parties cannot agree on the designation of an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The names submitted shall also be on the panel of the American Arbitration Association. From this list, the party requesting arbitration shall first strike three names. The other party shall strike three names and the name remaining shall be designated as the arbitrator. Nothing in this Section shall preclude the parties from selecting two or more arbitrators as an available pool from which hearing dates can be more expeditiously established.

Section 6 - Arbitrator(s) shall serve for the duration of this Agreement. However upon thirty (30) days written notice either party may cancel an arbitrator's further services.

Section 7 - The arbitrator shall have jurisdiction and authority to interpret, apply, or determine compliance with the provisions of this Agreement only insofar as shall be necessary to the determination of the grievance appealed to him/her. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement.

Section 8 - The decision of the arbitrator on any issue properly before him/her in accordance with the provision of this Agreement shall be final and binding upon the Company, the Union, and all employees concerned. Awards of the arbitrator may or may not be retroactive as the equities of a particular case may demand; provided, however, retroactivity for grievances involving improper payment of wages shall not exceed thirty (30) days prior to date of receipt of the Step One grievance. The compensation of the arbitrator for services and expenses shall be shared equally by the Company and the Union.

Section 9 - The arbitrator shall render a decision within thirty (30) days after the closing of the proceedings. The award shall be signed by the arbitrator, and two copies of the award be delivered or mailed to each of the parties.

Section 10 - By mutual agreement of the Director, Human Resources and Union President, at any step of the grievance procedure, procedural requirements for the grievance may be waived and the grievance may be appealed directly to the next grievance step or arbitration, provided, however, that the Union President may not agree to accelerate arbitration without approval of the Grievance Committee.

## **ARTICLE X** **DISCIPLINE AND DISCHARGE**

Section 1 - The purpose of this section is to ensure a safe, efficient operation with a stable workforce working together within reasonable, commonly understood rules and expectations. To achieve this objective, the parties recognize the need for and desirability of appropriate, progressive disciplinary action.

Section 2 - All employees are expected to comply with plant conduct and safety rules and regulations, including regular attendance and punctuality. A violation of any such rule is cause for appropriate disciplinary action.

Section 3 - Appropriate discipline may vary from an informal personal warning to suspension and/or discharge, depending on the seriousness of the offense, the employee's conduct and work record, and other circumstances relevant to the specific situation. The Company agrees that employees shall not be disciplined, suspended, or discharged without just cause. If the Union or employee considers that a disciplinary action has not been for just cause, then such disciplinary action will be subject to the grievance procedure. If it is determined that the disciplinary action was not for just cause, and if the settlement includes back pay, such compensation shall be limited to the employee's straight time hourly rate less any unemployment compensation or

compensation from any other employer which the employee may have received during his/her separation of employment.

Section 4 - All formal disciplinary action shall be in writing, with a copy given to the employee and the Union. The Company agrees to remove notices from the employee's personnel records after twelve (12) months from date of issue, provided, however, that the employee has not properly received any other notice of disciplinary action for any violation during this twelve (12) month period.

Section 5 - Whenever the Company issues an employee any formal notice of disciplinary action, a Union representative shall be present, if accepted by the employee. On all disciplinary actions involving suspension and/or discharge, the employee shall be represented by the Chief Steward, or his/her designee. The Chief Steward shall have the opportunity to talk with the employee before the disciplinary action is finalized. In administrating this section, the Company agrees that it will offer the affected employee appropriate Union representation.

Section 6 - An employee who must be absent for just cause will notify his/her Supervisor of such absence in advance of the employee's shift. In situations where advance notice is not possible, the employee will notify the East Gate Guard Office (Telephone Number [607] 563-5868) as early as possible, giving proper cause for the absence, and anticipated return date. Any employee absent three (3) consecutive working days without providing such notice shall be terminated, unless satisfactory reason is given.

## **ARTICLE XI**

### **SENIORITY**

Section 1 - Seniority is defined as length of continuous service from the date of most recent hire. Beginning October 24, 1998, when two or more employees start work on the same day, regardless of shift assignment, seniority order will be determined by comparing Social Security numbers. The nine-digit Social Security number will be considered one number,

with the smallest number holder being designated as most senior.

Section 2 - The following factors will be considered in determining qualifications under this Agreement:

- A. Experience/Ability
- B. Physical capability to perform the work required.

Where qualifications are relatively equal, seniority will prevail.

Section 3 - Employees will lose seniority and have their employment terminated for the following reasons:

- A. Quit verbally or in writing
- B. Discharge for just cause.
- C. Failure to report for work following layoff within three (3) working days following Receipt of notice of recall sent by registered or certified mail to the employee's last known address as shown on Company records. The employee is responsible for providing the Hourly Employment section with his/her current mailing address.
- D. Exceeding a leave of absence without Sufficient cause.
- E. Accepting other employment during a leave of absence.
- F. Failing to report absence per Article X, Section 6.
- G. Layoff for a continuous period over five (5) years.
- H. Inactive for more than two (2) years; or longer if mutually agreed upon by the Director of Human Resources and Union President; as a result of leave of absence excluding leave of absence specifically for disability due to workers compensation.
- I. Inactive for a continuous period over five (5) years for disability due to workers compensation.

Section 4 - New hires or rehires will be designated

probationary employees for the first ninety (90) attended days of service, and will receive no seniority credit until completion of this period. If an employee is terminated before the end of the probation period due to lack of work, and is subsequently rehired, this service will be added to earlier probationary service within the past year. If the employee completes ninety (90) attended days within one year of the original hire date, then the probationary period will be designated as completed. For the purposes of this paragraph only, an "attended day" is a minimum of six (6) hours worked. Seniority dates will be established by subtracting ninety (90) regularly scheduled work days from the date of the completion of probation. Service accumulated as outlined above will apply towards fulfilling the thirty (30) continuous calendar days service eligibility requirements required for Holiday, Jury Duty, Bereavement and Military Pay. Eligibility for all benefits (healthcare, vision, dental, insurance); excluding disability benefits; will occur the first day of the month following completion of the ninety (90) day probationary period.

Section 5 - Probationary employees may be terminated at the Company's discretion, provided such termination is not for discriminatory purposes in violation of Article VIII.

Section 6 - Employees may be permanently transferred between classifications in accordance with the following procedures:

A. Upgrade. Provided no qualified employee is on layoff from or has "return to" filed the classification involved, an employee may be upgraded to the next higher rated classification in a sequence of classifications, such as A-B or A-B-C, or from Trainee to the classification. Selection for upgrade will be based on Article XI, Section 2 and Company staffing requirements.

B. Promotion. Permanent vacancies in Labor Grade 2 and above in classifications with no employee on direct layoff (including Trainee) or with a pending "return to", will be posted on designated boards on the factory floor for a minimum of 48 hours or two

(2) working days whichever is longer. The posting will specify job title, labor grade, anticipated shift and department, and any special job requirements. Any employee with seniority, may bid for the job by completing the bid form and returning it to the Hourly Employment Section within the time deadline. The vacancy will be awarded to the senior qualified employee who must accept the vacancy as posted. An employee who bids on a job and is offered the job as a trainee, must accept or reject the trainee position at the time the offer is made. The names of successful bidders, or, if applicable, a determination of no successful bidder, will be posted on the designated posting boards as soon as practical but no later than ten (10) working days from date of posting, except for extenuating circumstances. In cases of a delayed posting beyond ten (10) days, the Union President will be provided with a written notice of the reason for such "extenuating circumstances" delay and the anticipated length of the delay, if available.

1. The Company will not consider job bids from employees in any of the following situations:
  - a.) an employee with less than one (1) year seniority, unless there are no other eligible bidders.
  - b.) an employee who has been awarded a job through the post & bid procedure within the past twelve (12) months, unless the employee has been displaced from a job due to layoff, in which case an employee's post and bid rights will be restored.
  - c.) an employee bidding laterally or downward within the same job family, unless the new position gives the employee access to a sequence of jobs that extends to a higher labor grade than is currently accessible from the employee's current classification. Except as specified in Letter of Agreement #14
  - d.) Trainees may not bid on the classification they are training for.
  - e.) an employee may not bid on a job from which he/she was medically reclassified,

unless the Company is presented with sufficient medical documentation to demonstrate the restrictions have changed.

2. Successful bidders will be reclassified the first regular work day after the date they sign for the position, and must demonstrate ability to satisfactorily perform the job within a reasonable period of time. Failure to satisfactorily perform the job will result in the employee being returned to his/her previous job.

3. An employee not actively at work for the entire posting period may file a bid within two (2) working days of return to work, provided the successful bidder's name has not been posted.

4. At time of layoff or the last working day prior to vacation, jury duty, or bereavement, an employee may pre-bid up to five (5) classifications by completing a form available in the Hourly Employment Section. Pre-bids will be considered on the same basis as bids by active employees for any jobs posted during the employee's absence. The election will be canceled upon the employee's return to active work. The Company's obligation to contact an employee regarding a pre-bid vacancy is limited to one (1) telephone call to the employee's last given telephone number.

C. Placement. If no employee qualifies for a job under Article XI, Section 6 A and/or B above, the Company may fill such job through Trainee, temporary placement, or hire. In situations not involving skilled trades classifications, the Company will insofar as practical fill the vacancy through internal transfer. First consideration as Trainee will be given to the senior employee in the next lower classification in a sequence of classifications who possesses the qualifications to become proficient during a maximum ninety (90) calendar day training period from the date

of reclassification. Trainees who fail to demonstrate ability to become proficient will be disqualified and returned to their previous classification. Equitable treatment without discrimination will be shown when considering employees for placement.

Section 7 - When an employee is temporarily transferred to a higher paying labor grade the employee will receive the rate of pay of that higher classification for the period of time in the higher classification. If an employee is temporarily transferred to a labor grade equal to or less than his/her current labor grade, the employee will retain his/her current rate of pay. However, employees hired for summer vacation coverage (starting Monday of the week including June 1 and ending Sunday of the week including September 1) and Christmas vacation coverage (starting Monday of the week including December 15 and ending Sunday of the week including December 31) only will be paid the rate of the job they are transferred to minus the entry rate.

Section 8 - Employees may be temporarily transferred between classifications in accordance with the following provisions:

- A. Employees in labor grade one classifications may be temporarily transferred to classifications labor grade 4 and below in accordance with the pay provisions in Section 7, to cover absences of any type, or to cover temporary shifts in production requirements. Such temporary transfers (L.G. 4 and below) will not be subject to time restrictions, however, they will not be utilized to fill bona fide full-time vacancies; and in no event will extend longer than ninety (90) days. When employees in labor grade one classifications are transferred to a classification labor grades five and above, the provisions of paragraph B apply.
- B. Employees in classifications labor grade two and above may be temporarily transferred under the following conditions. Although, the Company agrees to consider permanent placements before temporarily reclassifying employees.
  1. To replace employees on leaves of absence.

2. To replace employees on short term absence such as vacation, jury duty, illness, bereavement, or other similar absences for known or unknown reason.
3. To cover a work requirement while administrative procedures are in process to permanently fill a vacancy, provided, however, that the Company is proceeding in an expeditious manner to fill such vacancy.
4. To cover temporary shifts in personnel requirements. Such temporary reclassifications will be limited to sixty (60) calendar days per contract year. The temporary reclassifications will be limited to twenty (20) calendar days per placement for a total of sixty (60) calendar days per contract year per code. The temporary reclassifications will also be limited to ten (10) working days per placement if any employees retain "return-to" rights or "recall" rights to the code. Total transfers will be limited to sixty (60) calendar days per code. Unless mutually agreed to by both the Company and the Union, any time beyond ten (10) working days will result in the most senior employee holding "return-to" rights receiving the higher wage for all hours worked during such extension.
  - (a) No employee will be required to accept temporary placement for more than sixty (60) calendar days per contract year or a combined total of 180 days during the life of the Agreement.
  - (b) At the expiration of sixty (60) calendar days a given temporary vacancy will be either terminated or filled on a permanent basis according to the Collective Bargaining Agreement.
  - (c) No employee will be temporarily placed in a classification from which another employee is temporarily transferred.

- (d) No employee will be displaced from his/her shift by a temporarily placed employee.
- (e) If the temporary vacancy is expected to exceed ten (10) working days, the vacancy will first be offered to employees with valid "return-to's" on file to the classification involved.

- 5. The Company recognizes the desirability of properly filling bona fide permanent vacancies as early as practical and agrees, upon request, to provide the Union explanation of why a vacancy is deemed temporary or permanent.
- 6. The Company agrees that in case of a subsequent permanent vacancy, the assignment(s) of a junior employee to an immediately preceding temporary vacancy will not be used as a means of "qualifying" that junior employee over a more senior employee to whom the temporary vacancy was not offered.
- 7. Temporary reclassification time limits may be extended by mutual agreement of the Director, Human Resources and the Union President.
- 8. Temporary Transfer provisions of this Article are also subject to the provisions of Letter of Agreement #15 and #8.
- C. The Company (department supervisor) will document all temporary transfers, including those that do not require a pay adjustment, on a standardized format provided by the Human Resources Department via electronic mail copied to the Union Office on a weekly basis. [Company will provide the Union office with a computer, company email address and access to the Company intranet]

Section 9 - In all cases of layoff and recall, the employee's seniority in his/her respective classification will govern. Employees with the least seniority in the affected classification will be the

first laid off, and laid off employees will be recalled in inverse order of layoff.

A. In classifications involved in layoffs, probationary employees will be reduced first and Trainees will be reduced in order of seniority before any qualified employees are reduced.

B. All temporary placements in a classification affected by layoff will be returned to their permanent classification before any Trainees with seniority are laid off.

Section 10 - Employees scheduled for layoff will be notified as far in advance as practicable, but no later than the working day previous to the layoff. The affected employee may file a "bump" to another classification at time of layoff if at work or within three (3) days of receipt of layoff notice if not at work, provided the employee is fully qualified to perform the job or exercises his/her rights under the five (5) day bumping agreement (L.O.A. #13) and has sufficient seniority to bump. Every reasonable effort will be made to place the bumping employee within five (5) days, but in any event within ten (10) days of the date the bump is filed. Trainees may be bumped only by employees qualified for the classification involved in the training.

Section 11 - An employee who is laid off and who bumps or is otherwise transferred to another classification will be considered to hold a "return to" his/her previous classification unless he/she files an application to "return to" any one (1) other classification, excluding Trainee level, he/she has held in the past two years by completing a form available in the Hourly Employment Section within three (3) working days upon return to work in a new classification.

A. Employees will be recalled to classifications in the following sequence:

(1) Employees directly laid off from the classification and employees with "return to's" to the classification will be considered equally in order of seniority. An employee who declines "return

to" a permanent vacancy will forfeit his/her recall right to that classification.

(2) Employees with seniority directly laid off as Trainees to the classification will be offered recall as Trainees in order of seniority.

Section 12 - Temporary layoffs are limited to not more than ten (10) working days per employee in any Agreement year. Such layoffs will be in consideration of seniority (least senior first) within a classification within a department on a continuing cycle with no consideration given to the number of temporary layoff days in any other classification or department. For temporary layoff purposes, Inspection personnel will be grouped by Inspection East, Inspection West, and Electronics. Departmental Stewards will be notified of all temporary layoffs. For purposes of clarification within Article XI, Section 12 only, such layoffs must be kept equitable within one (1) day per contract year.

- A. Employees shall not be assigned to a classification in a department where employees are on temporary layoff.

Section 13 - In administering this seniority section, the following procedures will apply:

- A. Seniority lists will be updated weekly and posted in the plant.
- B. For purposes of layoff and recall only, Union representatives directly responsible for contract enforcement will head the seniority lists of their respective spheres of representation.
- C. Employees with seniority who are promoted from the Bargaining Unit will retain their seniority. Laid off employees accepting non-bargaining unit jobs will accumulate seniority.
- D. Employees with six (6) months or more seniority may shift bump within classification

and department by providing their Supervision with written notification of the desired shift. Valid bump requests received before the end of the employee's Wednesday shift will be effective the following Monday. No employee may exercise more than one (1) shift bump in a twelve (12) month period, unless that employee has been involuntarily physically removed from a department or shift under the following circumstances: Layoff or recall, reinstatement, management instituted change in department or shift or reinstitution of a preferred shift. Probationary employees may not bump shifts nor be shift bumped during their probationary period. Trainees may not bump shifts nor be shift bumped until the earlier of the date that they are qualified for the code; or for ninety (90) calendar days from the date of reclassification. Temporarily placed employees do not hold seniority in the classification where temporarily placed and are not subject to shift bumping in that classification unless they are replacing an absent employee junior to the bumping employee. A temporarily placed employee bumped under this provision may return to his/her permanent classification or accept transfer to the other shift.

- E. Employees may be transferred within classification between departments. Although the Company is not obligated to transfer on a seniority or volunteer basis, it does agree to consider volunteers in order of seniority, provided such volunteers are capable of performing the work required in the other department. Transfers within classification and department between shifts will be assigned to the most senior volunteer capable of performing the work required. If not enough volunteers are found, then the shift transfer will be assigned to the least senior employees capable of performing the work required. The period of such out-of-line shift transfers will be limited to thirty (30) days except by mutual agreement of the Company and the Union, and then, if the shift change requirements

remain, the least senior employee will be moved.

(1) Although Inspection personnel are assigned to a broad, plant-wide department, and are not, therefore, subject to departmental transfer, the Company agrees, when practical and consistent with production requirements, to consider senior volunteers qualified to perform the work required when permanently reassigning Inspection personnel from one assigned department to another. If no senior employee volunteers, the least senior employee qualified for the work required will be reassigned. This provision in no way limits the Company's right to reassign Inspection personnel to cover shorter-term work requirements.

- F. Notwithstanding any other provision of this seniority section, the Company and Union may mutually agree to place an employee in any classification.
- G. Laid off employees may bid on posted vacancies, however, the Company is not obligated to notify laid off employees of any such vacancies nor make any other accommodations.
- H. For the purposes of permanent departmental transfer, Inspection Department personnel will be considered as being assigned to the particular department(s) where normally working.

Section 14 - Specific job descriptions for bargaining unit classifications as negotiated and initialed are considered part of this Agreement. In accordance with Article III, Section 1 and 2, the Company may establish new classifications to cover new or changed equipment, methods or processes; changes in job duties; or for purposes of reducing production costs. Classifications will not be instituted for the primary purposes of nullifying seniority provisions or reducing employee earnings.

Section 15 - The classification(s) of MULTIPLE MACHINE OPERATOR will be used for those employees performing the work of two or more machining classifications when two or more machines of different classifications are grouped to form a battery. The rate for Multiple Machine Operator will be five cents (\$.05) above the rate for the highest classification in the group. It is not the intent to use this classification(s) for short run and/or intermittent production. Further, it is not the intent to use this classification(s) to accomplish a production objective when by grouping machines of the same classification the same production objective can be achieved.

#### **ARTICLE XII LEAVES OF ABSENCE**

Section 1 - Any employee granted a leave of absence by the Company will accumulate seniority. All requests for leaves of absence greater than two (2) weeks in length must be approved in writing by the Human Resource Director, and will not be granted for more than six (6) months, to be renewed for no more than six (6) additional months, except as provided below. Requests for leaves of absence of two (2) weeks or less may be approved by supervision and do not require the approval of the Human Resource Director. Failure to comply with the written provisions of a leave of absence shall result in termination of employment.

A. Employees selected for Union office, whose work requires permanent absence from the plant, will upon written request be granted leaves of absence for up to four (4) years, but not exceeding term of office. Such leaves will be extended for like periods upon written request prior to the expiration of the current leaves.

B. Any employee who enters into active service in the Armed Forces of the United States will be given a leave of absence for such service, up to a maximum of five (5) years, and upon termination of such services shall be offered such employment as may be available in line with the employee's seniority, provided the employee

has not been dishonorably discharged, is physically able to do the work, and reports for work within ninety (90) days after discharge. Every reasonable effort will be made to return the employee to his/her previous position, and the Company agrees to make every effort to accommodate handicaps incurred during such service. Provisions of this Paragraph B. will be adjusted as necessary to comply with amendments to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

C. Personal leaves of absence for public service may be extended beyond one year by prior written approval of the Director, Human Resources and Union President.

#### **ARTICLE XIII** **HOURS OF WORK, LUNCH PERIODS, AND OVERTIME**

Section 1 - The employee's workweek will begin at 12:01 a.m. Monday and end at 12:01 a.m. the following Monday. Starting and quitting times will be specified for each shift, subject to change upon twenty-four (24) hours prior notice from the Director, Human Resources to the Union President.

Section 2 - Lunch periods will be administered as follows:

A. Three (3) continuous shifts, with first and second shifts working eight (8) hours and receiving a thirty (30) minute unpaid lunch and a third shift working seven (7) hours (including a twenty (20) minute paid lunch period) and receiving seven (7) hours pay plus one (1) hour pay at straight time but no paid wash-up periods.

B. All shifts work eight (8) hours, including a twenty (20) minute paid lunch.

C. Paid lunch periods are paid at the employee's straight time rate, including shift premium.

D. The Company will designate which of the two plans will be in effect. The Company may

further change from one plan to another to use both simultaneously in various portions of the plant. The Company will give the Union twenty-four (24) hours prior notice of any change in lunch arrangements.

Section 3 - This hours of work and overtime section is not to be construed as guaranteeing or limiting hours of work per day or days of work per week.

Section 4 - Time and one-half (straight time hourly rate X one and one half) will be paid for all hours:

A. Worked in excess of eight (8) per day in any continuous twenty-four (24) hour period commencing with starting time of the employee's shift.

B. Worked in excess of forty (40) hours in any week, less all time for which daily overtime has been paid.

C. Worked on any regular shift starting on Saturday and for the regular hours on any shift starting on Saturday and continuing into Sunday.

Section 5 - Double time (straight time hourly rate X two) will be paid for all hours worked on shifts starting on Sunday or contractual Holidays, and for all hours worked in excess of eight (8) on a shift starting the previous day running over to a Sunday or contractual Holiday.

Section 6 - There will be no payment of "overtime on overtime".

Section 7 - Saturday, Sunday, and contractual Holiday overtime will be distributed as follows:

A. All employees qualified for a classification will be assigned to one of the specialty overtime lists for that classification. Such lists will be considered "primary" overtime lists. An employee may volunteer for inclusion on other overtime lists regardless of classification within his/her department, provided he/she is qualified to perform the work required. Such employees will be included

on "supplemental" overtime lists.

B. Overtime will be solicited as follows:

(1) Voluntarily, on a continuing cycle in order of seniority from among employees on the primary overtime list.

(2) If insufficient personnel volunteer under (1) above, voluntarily on a continuing cycle in order of seniority from among employees on the supplemental overtime list.

(3) If insufficient personnel volunteer under (1) and (2) above, by assignment on a continuing cycle in reverse order of seniority from among employees on the primary overtime list provided; however, that no employee will be required to work overtime on a contractual Holiday, or on a Saturday or Sunday if such day(s) immediately precedes or follows a contractual Holiday, and no employee will be required to work two consecutive shifts. An employee will be permitted to work a consecutive shift provided no other shift is available.

a) In addition to the conditions above, an employee will not be required to work overtime under the following circumstances:

(1) If he/she is not scheduled by the end of his/her regular shift on Thursday for Saturday overtime and/or Friday for Sunday overtime.

(2) No employee will be required to work overtime if he/she has worked 16 or more Saturday, Sunday, Holiday overtime hours during the period commencing with the 3rd Monday of each month, provided further, at least one-half of his/her overtime group has been assigned to such overtime, if Saturday, one-third, if Sunday.

(a) If an overtime group contains only one active employee, the one-half or one-

third requirements are not applicable, however, the Company may require that employee to perform work within his/her classification in another department to cover work declined by primary group personnel in that other department.

(4) At Company option, qualified personnel in another department may be offered overtime that would otherwise be assigned under (3) above.

(5) Employees working within their primary overtime groups will be required to work their own shifts when available.

C. The following administrative procedures apply to Saturday, Sunday, contractual Holiday overtime:

(1) To the extent compatible with production requirements, the Company will excuse employees with scheduled vacation from overtime on weekend days immediately preceding or following vacation days.

(2) In skilled trades classifications the Company may deviate from the normal overtime solicitation sequence in those cases where a less senior employee has been assigned to a specific job for the preponderance of the workweek, and such job could not reasonably be performed on an efficient, quality basis by another employee on the qualified list. Employees who have worked such 'special' overtime will be held out of their primary group's normal overtime solicitation until the solicitation cycle is equalized.

(3) An employee with an absence excused in advance may make prior arrangements with Supervision to work overtime, or will be considered for overtime if returning to work on Thursday for Saturday overtime or Friday for Sunday overtime and advising Supervision of availability for overtime as soon as practical after returning to work.

(4) Employees absent the full workweek preceding the overtime day(s) will not be considered for

overtime.

(5) When employees are scheduled for overtime on or before Thursday for a Saturday overtime assignment and/or on or before Friday for a Sunday overtime assignment and they are notified after the end of their Thursday shift not to report for the Saturday overtime assignment and/or after the end of their Friday shift not to report for the Sunday overtime assignment, the employees shall be reimbursed for four (4) hours at their straight time hourly rate exclusive of premiums.

(6) For overtime purposes, Inspection personnel will be considered assigned to the particular department(s) where normally working.

(7) Errors in overtime distribution will not be subject to money claims unless the Company was advised of the alleged error before the overtime was worked, provided the affected employee was aware of the alleged error before the overtime was worked.

(8) When an overtime group in a department is being solicited for both Saturday and Sunday overtime on any particular weekend, if an employee refuses Saturday, the employee goes to the bottom of the overtime list for the Sunday opportunity only. Any subsequent overtime opportunities, the employee returns to their normal spot on the overtime list. This procedure will be followed in all cases, unless both the Union President and the Company Human Resource Director mutually agree to waive this requirement.

Section 8 - Daily, straight-through overtime will be distributed on an equitable, voluntary basis among employees on the applicable primary overtime list. Such daily overtime is not subject to recording requirements, unless covered by Call-In Pay provisions.

Section 9 - Employees working in necessary continuous seven (7) day operations are not subject to the overtime provisions covering work on Saturdays

and Sundays as such. Employees in these occupations shall be paid time and one-half for all work performed on the sixth day worked in the employee's workweek and double time for all work performed on the seventh day worked in the employee's workweek. However, if such an employee is absent on a day or days the employee is scheduled to work, such day or days of absence shall be considered as a day or days worked for the purposes of computing overtime payment. Such employees will be paid double time for hours worked during the regular working hours of any shifts that start on any contractual Holidays.

#### **ARTICLE XIV REPRESENTATION**

Section 1 - The employees shall be represented by a Grievance Committee of not more than five (5) employee members designated by the Union and the President of the Union, or a duly designated representative of the President.

Section 2 - The employees shall be represented by a Negotiating Committee designated by the Union. It is understood and agreed that the Negotiating Committee and/or the Company may request the presence of duly designated representatives of the International Union if and when desired.

Section 3 - The Company agrees to recognize Departmental Stewards on each shift, the number of which shall be determined on the basis of one (1) Departmental Steward for each established department, except when a department consists of fifteen (15) or less employees these departments shall be grouped by the Company and the Union for the purpose of determining proper representation. In those departments which employ over 100 employees on one (1) shift, two (2) Departmental Stewards will be recognized.

Section 4 - The Company agrees to recognize one (1) Chief Steward for each shift. The Chief Steward shall not be a Departmental Steward.

Section 5 - The names of the members of the Executive Board, Negotiating Committee, Grievance

Committee, Departmental Stewards, and Chief Stewards shall be given in writing by the Recording Secretary of Sidney Lodge No. 1529 to the Director of Human Resources at the time of their taking office. The Director of Human Resources shall also be notified promptly in writing by the Recording Secretary of Sidney Lodge No. 1529 of any changes in the Executive Board, Negotiating Committee, Grievance Committee, Departmental Stewards, or Chief Stewards.

Section 6 - The Union and the Company recognize that a business environment which fosters continuous improvement is critical to success for the Company and the employees. In so recognizing, the parties agree to form a new Joint Shop Committee. This Committee will be made up of the Union Grievance Committee and non-bargaining unit employees to be named by the Company.

The responsibilities of this Committee shall be:

- (1) Meet to discuss and resolve grievances.
- (2) Meet to address problems and attempt to find solutions to key operational issues which would result in improving the business ability to respond to customer requirements and reduce costs.
- (3) This Committee will not replace the Negotiating Committee's authority to alter the Agreement.

The hours and days of these meetings will be by mutual agreement between the Director of Human Resources and Union President. If there are no issues to discuss, the meeting may be modified or canceled entirely by mutual agreement of Director of Human Resources and Union President. However, if any grievances are pending, the Company will meet at least weekly for up to eight hours in an effort to resolve such grievances.

Section 7 - Special meetings with the Grievance Committee or Negotiating Committee may be arranged by agreement between the Company and the Union. Time spent in such special meetings shall not be paid for unless the special meeting is called by the Company. Such lost time reimbursement will be limited to five

(5) employee members of the Negotiating Committee and the Union President.

Section 8 - Duly designated representatives of the International Union may, in conjunction with the Grievance Committee, represent the employees at the designated steps of the Grievance Procedure.

Section 9 - The privilege of Departmental Stewards and Chief Stewards to leave their work during working hours without loss of pay at their straight time hourly rate (including shift premium when applicable) is extended with the understanding that the time will be devoted to the proper handling of grievances within the Company and will not exceed one (1) hour in any one day for Departmental Stewards and eight (8) hours for the first shift Chief Steward, eight (8) hours for the second shift Chief Steward and four (4) hours for the third shift Chief Steward in any one day, provided however, when the third shift achieves 350 or more Bargaining Unit employees, the third shift Chief Steward will be permitted with eight (8) hours.

Section 10 - For the purpose of investigating grievances, and settling grievances, the President of the Union, the Chief Stewards, or all, may enter the plant on other than their regular working hours, provided that the time so spent will not be paid for by the Company. They will report to the Management personnel in charge, be subject to all plant rules while in the plant and receive permission from the Director of Human Resources prior to entry.

Section 11 - Members of the Executive Board of the Union, Grievance Committee, Negotiating Committee and Chief Stewards may leave the plant during their regular shift without pay, when arrangements are made with the Management by the Union and a proper pass obtained. Departmental Stewards may also leave the plant during their regular shift, without pay, to attend regular monthly Union meetings not to exceed two (2) meetings per month. Arrangements are to be made with the Management by the Union and a proper pass obtained.

Section 12 - Departmental Stewards and Chief

Stewards shall perform their work assignments at all times, the same as required from any other employees, except when required to leave their work to handle grievances as provided in the Grievance Procedure. Time so spent will be recorded and approved by Department Supervision.

Section 13 - Chief Stewards required to leave their departments for the handling of Agreement matters shall notify their supervision. Upon entering the department in which an Agreement matter exists, the Chief Steward shall notify supervision of that department, unless unavailable, of the Chief Steward's presence and purpose. Time so spent will be approved by the respective Department Supervision.

Section 14 - In the event the Union President is called by the Management or is required prior to a regular grievance meeting to investigate an unsettled grievance, time allowance not to exceed eight (8) hours in any one day will be granted by the Company, provided the President's Department Supervision is advised, the elapsed time is recorded and approved by the Director, Human Resources.

Section 15 - If organizational changes directly affect the contractual super-seniority of Union representatives, the Company and Union will confer regarding the status and treatment of such representatives. If the parties are unable to agree, the issue may be referred to the Grievance and Arbitration Procedure.

Section 16 - For the purpose of administering Article XIV, Section 16 the following procedures shall apply:

A. When a shift in a department or departments is eliminated, the super-seniority of the inactivated steward or stewards reverts to natural seniority.

(1) When a shift in a department or departments is reestablished, and work in the inactive steward's former occupational classification as steward exists, the inactive steward is given the option to return or is

considered to have resigned as steward, provided it occurs during the inactive steward's elected term of office.

(2) When a shift in a department or departments is reestablished and the department personnel reaches sixteen (16) or more, or one hundred (100) or more, as the case may be, before work in the inactive steward's former occupational classification as steward is available, the inactive steward is considered to have resigned as steward.

B. When a shift in a department or departments is reduced to less than sixteen (16) employees or to less than one hundred (100) employees, but more than sixteen (16) employees, as the case may be, the inactive steward or stewards shall remain in the department or departments as long as there is work in the steward's occupational classification.

(1) When there is no work in the steward's occupational classification to be performed, the steward may transfer to another occupational classification in the steward's department or departments on the steward's shift and be paid at the rate for that occupational classification retaining super-seniority or the steward may revert to natural seniority and retain the right to return when there is work in the inactive steward's former occupational classification, provided it occurs during the inactive stewards elected term of office. If the inactive steward does not chose to return to the former occupational classification when the opening occurs, the inactive steward is considered to have resigned as steward.

(2) When a shift in a department or departments reaches sixteen (16) or more, or one hundred (100) or more, as the case may be, before work in the inactive steward's former occupational classification as steward is available, the

inactive steward, who reverted to natural seniority, no longer has the option to return to the department as steward and is considered to have resigned as steward.

- C. When a shift in a department or departments has sixteen (16) or more employees but there is no work in the steward's occupational classification to be performed, the steward may transfer to another occupational classification in the steward's department or departments on the steward's shift, provided the steward has the ability to perform the work, and be paid at the rate for that occupational classification, retaining super-seniority for the inactive steward's elected term of office, or is considered to have resigned as steward and reverts to natural seniority.
- D. For the purpose of administering Chief Stewards only when a complete shift is eliminated:
  - (1) The super-seniority of the Chief Steward reverts to natural seniority.
  - (2) When a shift is reestablished during a Chief Steward's elected or appointed term of office, the Chief Steward will be given the opportunity to return to the first opening(s) in a classification or classifications on the shift, provided the Chief Steward has the ability to perform the work, and be paid at the rate for that classification, or is considered to have resigned as Chief Steward.
  - (3) When a shift is still in operation, but there is no work in the Chief Steward's classification to be performed, the Chief steward may transfer to another occupational classification on the shift, provided the Chief Steward has the ability to perform the work, and be paid at the rate for that classification retaining super-seniority, or is considered to have resigned as Chief Steward, and reverts to natural seniority.

## **ARTICLE XV VACATIONS**

Section 1 - Vacations will be granted for the Year 2007, and subsequent years within the life of this Agreement to employees covered by this Agreement who have the required seniority as of the eligibility dates of the particular vacation year. There shall be two (2) eligibility dates, June 30 or December 31, on which dates employees may qualify for vacation pay as provided hereinafter.

A. Employees upon attaining one (1) year of continuous seniority will be considered immediately eligible for the vacation entitlement under Article XV, Section 1A. The vacation pay entitlement is subject to Article XV, Section 2. Any unused vacation under this provision will be paid in the June 30th pay period.

B. Employees with three (3) years of continuous seniority, but less than five (5) years of continuous seniority, as of June 30th, of the particular vacation year, shall be eligible to receive a vacation period of one(1) and one half (1/2) week's (seven and one half (7.5) days) duration with sixty (60) hours vacation pay. These employees will be entitled to sixty(60) hours pay and sixty (60) hours time-off.

C. Employees with five (5) years of continuous seniority, but less than ten (10) years of continuous seniority, as of June 30th, of the particular vacation year, shall be eligible to receive a vacation period of two (2) weeks' duration with eighty (80) hours' vacation pay.

D. Employees with ten (10) years of continuous seniority, but less than fifteen (15) years of continuous seniority, as of June 30th, of the particular vacation year, shall be eligible to receive a vacation period of three (3) weeks' duration with one hundred and twenty (120) hours' vacation pay.

E. Employees with fifteen (15) years of continuous seniority but less than twenty (20) years of continuous seniority, as of June 30th, of the particular vacation year, shall be eligible to receive a vacation period of three (3) weeks' duration with one hundred forty (140) hours' vacation pay.

F. Employees with twenty (20) years or more of continuous seniority, but less than twenty-five (25) years of continuous seniority as of June 30th, of the particular vacation year, shall be eligible to receive a vacation period of four (4) weeks' duration, with one hundred and sixty (160) hours' vacation pay.

G. Employees with twenty-five (25) years or more of continuous seniority as of June 30th, of the particular vacation year, shall be eligible to receive a vacation period of five (5) weeks' duration, with two hundred (200) hours' vacation pay.

H. Eligibility for vacation pay will be determined as of June 30 and December 31 of each year. On December 31 of each particular vacation year, seniority credits for vacation calculations will be reviewed and employees whose seniority has increased as of December 31 so as to increase the employee's vacation pay will be granted only the additional vacation pay (the vacation pay due December 31 less the vacation pay calculated as of June 30) as is necessary to bring the total vacation pay to what the employee would have been entitled had vacation pay been calculated on the employee's seniority as of December 31.

Section 2 - To be eligible to receive full vacation pay for which employees are eligible in accordance with their continuous seniority as stated in Article XV, Section 1 A-H, the employees must have worked during sixty percent (60%) of the pay periods during the year prior to the applicable eligibility date of the particular vacation eligibility year.

Employees retiring under the terms of the Pension Agreement will only have to work fifty percent (50%) of the pay periods during the year prior to the applicable eligibility date of the particular vacation eligibility year.

A. Employees are eligible to receive their full vacation period in accordance with their continuous seniority as stated in Article XV, Section 1 A-H.

Section 3 - Effective for vacation pay received after October 26, 2007, an employee's vacation pay, including additional vacation pay in accordance with Article XV, Section 1H above, shall be calculated in accordance with the straight time rate of pay, excluding night shift and overtime premium, applicable to the employee's permanent occupational classification as of the date of the vacation.

Section 4 - Employees who lose seniority prior to July 1 or December 31 of the particular vacation eligibility year, for any of the reasons stated in Article XI, Section 3, shall not be eligible for vacation pay. Payment of vacation pay to which an employee would otherwise have been entitled to under Article XV, Section 1 A-H, Section 2, A, shall not be denied because of separation of the employee from the payroll by death prior to vacation pay payments.

A. Any employee who retires on other than a vested pension, on or after the effective date of this Agreement shall be entitled to vacation pay based on the employee's seniority at the time of the retirement in accordance with the provisions of Article XV, Section 1 A-H, Section 2, Section 2 A and Section 5.

B. If a retired employee, who has received vacation pay pursuant to the above provisions for retired employees is reemployed and becomes eligible for vacation pay under the other provisions of this Article on the next June 30th following the employee's retirement, such vacation pay shall be reduced by the amount of the vacation pay received by such employee under the above provisions for retiring employees.

Section 5 - Employees terminated by the Company because of lack of work during the year prior to the applicable eligibility date of the particular vacation eligibility year, but who are ineligible under Article XV, Section 2 and have the required continuous seniority as defined herein, and employees who are ineligible under Article XV, Section 2 due to their illness or injury and have the required seniority as defined herein, shall receive a vacation payment at the time vacation pay is paid, based on one fifty-second (1/52nd) of their applicable vacation pay for each week in which they worked within the year prior to the applicable eligibility date of the particular vacation eligibility year. Time off for vacation, paid bereavement days, paid holidays, paid jury duty, and paid military service leave of up to two weeks shall be counted as time worked in computing vacation pay under this Article.

Section 6 - Vacation shall be administered during the particular vacation period year from July 1 through June 30 in accordance with the following:

A. During the period from March 1 through March 15, employees may submit a request to supervision for all or part of their eligible vacation period and the time periods desired.

B. Requests for vacation periods are to be given preference in accordance with the seniority of the employee in the employee's occupational classification and department if the request is submitted as per A above. In the event of subsequent changes in department and/or classification, the original vacation period will be given every consideration. Once the employee's vacation period has been established, it cannot be changed, unless by mutual agreement between supervision and the employee, unless a change occurs as noted above.

C. The vacation schedule for each department must be posted in the department on or before April 15.

D. In the event that an employee who is eligible for a vacation period is not able to request all or part of such period in accordance with Article XV, Section 6 A because of absence for the entire period and who returns to work during the vacation eligibility year or with time remaining in the vacation year, the employee may submit a request to supervision in accordance with the procedure stated in Article XV, Section 6 A except that the request must be submitted on or before fifteen (15) days from the date of return to work. Every consideration will be given to the employee requests submitted.

E. In the event a question arises relative to requiring an employee to establish specific dates when scheduling a vacation the employee wishes to take one day at a time during the vacation scheduling time period, the matter may be brought to the attention of Labor Relations. Labor Relations will investigate and, if proper, clarify for the management personnel concerned the intended administration of the subject paragraph which is that employees are not required to establish specific dates during the vacation request period when they wish to schedule a vacation one day at a time.

F. All vacations will be paid when taken. Employees may request that any unused vacation be paid the first full pay period in December. All remaining unpaid vacation eligibility will be paid the last pay period of the vacation year (last pay period in June).

Section 7 - In those instances where an employee does not request all or part of the employee's eligible vacation period, the Company is not obligated to provide work during any or all of the employee's vacation period. The Company will not deduct time from an employee's vacation entitlement due to absences, unless by mutual agreement.

**ARTICLE XVI**  
**HOLIDAY PAY**

Section 1 - Employees having thirty (30) days' service before the date of the holiday who work the last scheduled working day prior to and the first scheduled working day after any of the following holidays shall receive eight (8) hours' pay at the straight time rate of pay (including night shift premium, and excluding overtime premium) applicable to the employee's permanent occupational classification as of the holiday(s).

Section 2 - The holidays referred to above are:

**First Year (13 Holidays)**

- |                                 |                          |
|---------------------------------|--------------------------|
| 1. Thursday, November 22, 2007  | Thanksgiving Day         |
| 2. Friday, November 23, 2007    | Day after Thanksgiving   |
| 3. Monday, December 24, 2007    | Christmas Eve Day        |
| 4. Tuesday December 25, 2007    | Christmas Day            |
| 5. Wednesday, December 26, 2007 | Christmas Holiday Period |
| 6. Thursday, December 27, 2007  | Christmas Holiday Period |
| 7. Friday, December 28, 2007    | Christmas Holiday Period |
| 8. Monday, December 31, 2007    | Christmas Holiday Period |
| 9. Tuesday, January 1, 2008     | New Years Day            |
| 10. Friday, March 21, 2008      | Good Friday              |
| 11. Monday, May 26, 2008        | Memorial Day             |
| 12. Friday, July 4, 2008        | Independence Day         |
| 13. Monday, September 1, 2008   | Labor Day                |

Second Year (14 Holidays)

- |                                 |                          |
|---------------------------------|--------------------------|
| 1. Thursday, November 27, 2008  | Thanksgiving Day         |
| 2. Friday, November 28, 2008    | Day after Thanksgiving   |
| 3. Wednesday, December 24, 2008 | Christmas Eve Day        |
| 4. Thursday, December 25, 2008  | Christmas Day            |
| 5. Friday, December 26, 2008    | Christmas Holiday Period |
| 6. Monday, December 29, 2008    | Christmas Holiday Period |
| 7. Tuesday, December 30, 2008   | Christmas Holiday Period |
| 8. Wednesday, December 31, 2008 | Christmas Holiday Period |
| 9. Thursday, January 1, 2009    | New Years Day            |
| 10. Friday, January 2, 2009     | Day after New Years Day  |
| 11. Friday, April 10, 2009      | Good Friday              |
| 12. Monday, May 25, 2009        | Memorial Day             |
| 13. Friday, July 3, 2009        | Independence Day Weekend |
| 14. Monday, September 7, 2009   | Labor Day                |

Third Year (13 Holidays)

- |                                 |                          |
|---------------------------------|--------------------------|
| 1. Thursday, November 26, 2009  | Thanksgiving Day         |
| 2. Friday, November 27, 2009    | Day after Thanksgiving   |
| 3. Thursday, December 24, 2009  | Christmas Eve Day        |
| 4. Friday, December 25, 2009    | Christmas Day            |
| 5. Monday, December 28, 2009    | Christmas Holiday Period |
| 6. Tuesday, December 29, 2009   | Christmas Holiday Period |
| 7. Wednesday, December 30, 2009 | Christmas Holiday Period |
| 8. Thursday, December 31, 2009  | Christmas Holiday Period |
| 9. Friday, January 1, 2010      | New Years Day            |
| 10. Friday, April 2, 2010       | Good Friday              |
| 11. Monday, May 31, 2010        | Memorial Day             |
| 12. Monday, July 5, 2010        | Independence Day Weekend |
| 13. Monday, September 6, 2010   | Labor Day                |

Section 3 - Employees who have been requested to report for work on a holiday, and who have accepted the assignment and who then fail to report and perform such work, shall not receive holiday pay.

Section 4 - Absences on the last scheduled working day prior to the holiday and the first scheduled working day after the holiday, and on the holiday, will be excused for just cause and further provided that the employee works at least part of the workweek prior to or during the workweek in which the holiday

falls. If, however, the holiday(s) occur on the last day(s) of the previous workweek and the employee returns to work from Leave of Absence the first scheduled day of the next workweek, the employee shall be paid for such holiday(s).

A. Employees tardy two (2) hours or less on the first working day after a contractual holiday will, if otherwise eligible, receive holiday pay.

B. An otherwise eligible employee absent without excuse on both the scheduled working day prior to and the next scheduled working day after a Christmas Holiday Period shall be ineligible for holiday pay for all the holidays within the Christmas Holiday Period. An otherwise eligible employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas Holiday Period shall be ineligible for two (2) of the holidays for which the employee would otherwise be eligible in the Christmas Holiday Period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas Holiday Period.

C. An otherwise eligible employee who has been laid off in a reduction of force or who has gone on sick leave during the workweek prior to, or during the workweek in which the holiday(s) falls, shall receive pay for such holiday(s). An otherwise eligible employee who is laid off or who has gone on sick leave during the second workweek prior to a week in which one or more of the holidays in the Christmas Holiday Period falls, and who worked the employee's last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for the holidays falling within the Christmas Holiday Period. An otherwise eligible employee on layoff or sick leave of absence when the holiday(s) occurs who returns to work following the holiday(s) but during the week in which the holiday(s) falls shall receive pay for such holiday(s).

D. An otherwise eligible employee who is excused in advance by Supervision for whole or partial day absences on the last scheduled working day prior to the holiday and/or the first scheduled working day after the holiday, and on the holiday, will not lose holiday pay.

(1) An otherwise eligible employee who is not excused in advance by Supervision, but who presents evidence or just cause for their absence, will not lose holiday pay.

(2) An otherwise eligible employee who is not excused in advance by Supervision, or who fails to present evidence or just cause for their absence, will lose holiday pay.

It is the further intent of the Company that an employee who returned to work the Monday following a Christmas Holiday Period ending on Friday shall be treated as though the employee returned to work during the workweek in which holidays occurred.

Section 5 - In applying this procedure, when any of the above-enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday. When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled workday within the week in which the holiday falls.

Section 6 - When one of the above holidays falls within the approved vacation period of an employee who is eligible to receive such holiday pay and the employee is absent from work during the employee's regularly scheduled workweek because of such vacation, the employee shall be paid for such holiday in addition to the employee's vacation pay.

## **ARTICLE XVII**

### **REPORTING PAY**

Section 1 - In the event an employee reports for work on the employee's regular shift without previously having been notified not to report for

work, the employee shall be provided with a minimum of four (4) hours of work in any occupation designated by the Management without reduction in base rate or the employee shall be given four (4) hours' pay at the employee's straight time hourly rate if no work is available, except in case of emergency shutdown arising out of a condition beyond the Management's control.

#### **ARTICLE XVIII** **CALL-IN PAY**

Section 1 - Employees required to return to the plant for emergency repairs after completing their regular shifts will be paid the greater of two (2) hours at straight time or their normal earnings, including applicable overtime, for time actually worked.

Section 2 - If such call-in work is performed on a Saturday, the employee will receive the greater of time and one-half for hours worked or time and one-half for hours worked plus straight time for the difference between four (4) hours and time worked.

Section 3 - If such call-in work is performed on Sunday or a contractual holiday, the employee will receive the greater of double time for hours worked or double time for hours worked plus straight time for the difference between four (4) hours and time worked.

Section 4 - In the event of multiple call-ins of the same individual in a twenty four (24) hour period, call-in pay will be capped at eight (8) hours at the appropriate premium, unless the individual works in excess of eight (8) hours.

**ARTICLE XIX**  
**BEREAVEMENT, JURY DUTY, AND MILITARY SERVICE PAY**

Section 1 - When death occurs in an employee's immediate family, i.e.,

current spouse	grandchild of current spouse
parent	brother
legal guardian	sister
grandparent	stepparent
parent of deceased spouse	stepparent of current spouse
parent of current spouse	stepchild
grandparent of current spouse	stepbrother
child	stepsister
grandchild	half brother
	half sister

and the employee has thirty (30) days' service before the date of the death, the employee, on request, will be excused for any of the first three (3) regularly scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death.

A. After making written application, therefore, the employee shall receive pay for any scheduled hours of work up to eight (8) per day for which the employee is excused (excluding Saturdays, Sundays and holidays) provided the employee attends the funeral and provides satisfactory evidence of the employee's attendance to the Company.

B. The Company will allow an employee to reschedule vacation if a death occurs in the employee's immediate family as defined in the Agreement. The employee shall have the opportunity to reschedule up to three (3) days of that vacation period, and upon proper application will receive bereavement pay.

C. Payment shall be made at the employee's regular straight time hourly rate (excluding overtime and night shift premium) as of the employee's last day worked. Time thus paid will not be counted as hours worked for purposes of

overtime.

Section 2 - Any employee with thirty (30) days' service who is called to and reports for jury duty or appears after having been duly subpoenaed, shall be paid by the Company for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), but in no case less than ten dollars (\$10.00) per day; provided, however, that the Company's payment shall not exceed the difference between eight (8) hours' pay at the employee's regular straight time hourly rate (excluding premiums) and the daily jury duty fee paid by the court. The Company's obligation to pay an employee for performance of jury duty under this paragraph is limited to a maximum of sixty (60) days in any calendar year. In order to receive payment under this paragraph, an employee must give the Company prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the employee claims such payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 3 - An employee with thirty (30) days' service who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employees otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between one (1) the employee's regular straight time hourly rate on the last day worked, exclusive of shift, overtime and any other premiums, for the number of hours up to eight (8) that the employee otherwise would have been scheduled to work and two (2) the employee's daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of

military duty under this paragraph is limited to a maximum of ten (10) scheduled working days in any calendar year.

In order to receive payment under this paragraph, an employee must give the Company prior notice of such military duty and upon the employee's return to work must furnish the Company with a statement of the employee's military pay while on such duty.

**ARTICLE XX**  
**NIGHT SHIFT PREMIUM**

Section 1 - A night shift premium of sixty cents (\$.60) per hour will be paid to hourly rated employees for all hours worked on any regularly scheduled second shift. For the purpose of this section, the second shift is any regularly scheduled shift that starts between 2:00 p.m. and 10:00 p.m.

Section 2 - A night shift premium of sixty cents (\$.60) per hour will be paid to hourly rated employees for all hours worked on any regularly scheduled third shift. For the purpose of this section, the third shift is any regularly scheduled shift that starts after 10:00 p.m. or before 5:00 a.m.

**ARTICLE XXI**  
**WAGES**

Section 1 - Wage rates for women shall be set in accordance with the principle of equal pay for equal work. Equal work is defined as work of comparable quantity and quality on comparable operations.

Section 2 - It is agreed between the Company and the Union that the following Wage Structure is effective October 29, 2007:

Labor Grade	WAGE 10/29/07	WAGE 10/27/08	WAGE 10/26/09
1	\$15.87	\$16.35	\$16.84
2	\$17.76	\$18.29	\$18.84
3	\$18.02	\$18.56	\$19.12
4	\$18.37	\$18.92	\$19.49
5	\$18.72	\$19.28	\$19.86
6	\$19.11	\$19.68	\$20.27
7	\$19.45	\$20.03	\$20.63
8	\$20.13	\$20.73	\$21.36
9	\$20.92	\$21.55	\$22.19
10	\$20.98	\$21.61	\$22.26
11	\$21.76	\$22.41	\$23.08
12	\$22.08	\$22.74	\$23.42

**Working Group Leaders:**

Working Group Leaders get 6% premium for highest classification led or in no instance less than 6% of their current labor grade.

Section 3 -Entry rates have been established at \$2.50 below the labor rate of the job (labor grades 1 - 5 only) for all new hires, or rehires after 11/01/07 until the employee has completed 24 months of service, regardless of bidding, bumping, upgrading, reclassifications or temporary transfer.

**ARTICLE XXII  
COST OF LIVING ALLOWANCE**

Section 1 - as agreed during the 2007 Contract Negotiations, the current COLA language remains in the agreement, however the wage payments inclusive of COLA are fixed for the term of the agreement as indicated in Article XXI Section 2. The provisions

of this article pertaining to the calculation and adjustment of the COLA are not applicable to the 2007 agreement.

Section 2 - The amount of the Cost of Living Allowance shall be determined and re-determined in accordance with changes in the Official Consumers' Price Index for Urban Wage Earners and Clerical Workers (revised, CPI-W) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereinafter referred to as the Index.

Section 3 - Continuance of the Cost of Living Allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for July 1995 unless otherwise agreed upon by the parties.

Section 4 - If the Bureau of Labor Statistics changes the form or the basis of calculating the Official Consumers' Price Index, the parties agree to request the Bureau to make available, for the duration of this Agreement, a monthly Consumer's Price Index in its present form and calculated on the same basis as the Index for July 1995.

Section 5 - Commencing February 5, 1996, adjustments in the Cost of Living Allowance shall be made at the following times:

<u>Effective Date of Adjustment</u>	<u>Based Upon Three (3) Month Average of the BLS Consumers' Price Indexes for:</u>
February 5, 1996	October, November, and December 1995
May 6, 1996	January, February, and March 1996
August 5, 1996	April, May, and June, 1996
November 4, 1996	July, August, and September 1996
February 3, 1997	October, November, and December 1996
May 5, 1997	January, February, and March 1997
August 4, 1997	April, May, and June 1997
November 3, 1997	July, August, and September 1997
February 2, 1998	October, November, and December 1997
May 4, 1998	January, February, and March 1998
August 3, 1998	April, May, and June 1998

Section 6 - In determining the three (3) month average of the Indexes for a specified period, the

computed average shall be rounded to the nearest one-tenth (0.1) Index point.

Section 7 - The amount of Cost of Living Allowance payable under the provisions of this Section shall be paid currently.

Section 8 - In the event the Bureau of Labor Statistics does not issue the appropriate Indexes on or before the beginning of one of the adjustment periods referred to in Section 5 of this Article, any adjustment in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of such Index.

Section 9 - No adjustments, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance due to any revision which later may be made in the published figures for the Index for any month or months specified in Section 5 of this Article.

Section 10 - Effective February 5, 1996, and for any period thereafter, the amount of the Cost of Living Allowance shall be determined on the basis one cent (\$.01) adjustment for each four-tenths (0.4) point change in the average Index for the appropriate three months as indicated in Section 5 of this Article, except that such adjustment shall not exceed sixteen cents (\$.16) in the first year of the Agreement, nor sixteen cents (\$.16) in each the second and third year of the Agreement.

A. In no event will a decline in the three (3) month average BLS Consumers Price Index below 447.5 provide the basis for a reduction in the Cost of Living.

Section 11 - The Cost of Living Allowance provided for in this Section shall be added to each employee's straight time hourly earnings.

Section 12 - The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, vacation payments,

holiday payments, bereavement payments, jury duty payments, reporting pay, and the third shift one hour bonus and paid lunch period, as defined in Article XIII, Section 2 A.

Section 13 - If the Bureau of Labor Statistics changes the form or the basis of calculating the official Consumers' Price Index, the parties agree to request the Bureau to make available, for the duration of this Agreement, a monthly Consumers' Price Index in its present form and calculated on the same basis as the Index for October 1995.

Section 14 - The Company agreed during the 1998 Contract Negotiations to restore the \$.08 per hour COLA retention for all employees hired after September 1, 1983, and before October 26, 1998 for hours worked after October 26, 1998.

#### **ARTICLE XXIII** **GENERAL PROVISIONS**

Section 1 - The Company and Union agree to the following general provisions:

- A. Proper safety and sanitary devices will be provided and maintained throughout the plant in accordance with Federal, State and Local standards.
- B. An employee who sustains a work-incurred injury of sufficient seriousness as to preclude the employee's ability to work for the balance of the shift because of hospitalization or doctor recommendation will be compensated for such lost hours at the employee's straight time hourly rate.
- C. Unless otherwise limited, there shall be two (2) five (5) minute wash-up periods, one (1) before the lunch period and one (1) before quitting time of each shift.
- D. Salaried personnel will not perform Bargaining Unit work except for purposes of instruction, or in the event insufficient Bargaining Unit personnel volunteer for non-mandatory

assignments in accordance with the overtime provision of this Agreement.

E. For purposes of this Agreement "working day" is defined as full calendar days, Monday through Friday, excluding contractual holidays or shutdown periods.

F. If any of the provisions of this Agreement are found to be in any way inconsistent with any State or Federal Law, the parties agree that such provision or provisions will be amended automatically to conform with such law.

#### **ARTICLE XXIV APPRENTICES**

Section 1 - The subject of Apprentices and Apprenticeship Standards have been negotiated in the form of separate documents, Supplement "D", Supplement "H" and Supplement "I".

#### **ARTICLE XXV PENSION PLAN AND INSURANCE PROGRAM**

Section 1 - A Pension Plan and an Insurance Program have been signed by the parties in the form of Supplemental Agreements, which Supplemental Agreements are attached hereto as Supplement "F" and Supplement "E", respectively, and made parts of this Agreement as if set out in full herein, subject to all the provisions of this Agreement, excepting that no matter respecting the provisions of the Pension Plan or the Insurance Program shall be subject to the Grievance Procedure established in this Agreement.

#### **ARTICLE XXVI DURATION OF AGREEMENT**

Section 1 - This Agreement shall become effective the workday beginning the 27<sup>th</sup> day of October 2007 and shall remain in full force and effect until Midnight October 22, 2010, and thereafter unless, not less than sixty (60) days prior to the termination date of

this Agreement, either party shall serve upon the other, written notice that it desires to modify or terminate this Agreement. Should neither party give such sixty (60) day notice, this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

#### **ARTICLE XXVII** **MEMORANDA OF UNDERSTANDING**

The Company and Union agree to the following understandings regarding miscellaneous matters:

##### Section 1 - Memorandum of Understanding Regarding Work Responsibility:

A. Salaried personnel are responsible for developing and maintaining programs associated with programmable controllers. Unless there are extenuating circumstances, salaried personnel will not perform controller repairs except for purposes of instruction.

B. All routine maintenance on machines is not solely within the Machine Repair specialty. For example, production personnel and/or Working Group Leaders are expected to regularly check oil and coolant levels, and they may properly perform limited preventative maintenance such as replenishing fluids if necessary, and regular lubrication. Similarly, machine operators may replace simple belts. Complex machine maintenance work is not properly assigned to operating personnel.

##### Section 2 - Memorandum for Understanding Regarding Retiree Benefit Programs:

The parties recognize both the Company's historical sensitivity to retirees' welfare, and the Company's policy of not negotiating adjustments to benefit programs of non-active, retired employees with the Union.

Nevertheless, the Company recognizes the Union's interest and concern with retirees welfare; and

hereby advises the Union of its current intention to extend to retirees any modification (including premium co-share provisions) to the current medical program, excluding dental, negotiated for active employees; and of its intention to continue periodic adjustment of the post age 65, Medicare Part B Supplement.

Necessarily, this advice is without prejudice to the Company's right to modify, rescind or otherwise change such intention based upon legal, administrative, or business considerations.

Section 3 - Memorandum of Understanding Regarding Educational Assistance:

A. As a result of the 1986 negotiations, the Company will continue the Educational Assistance Program in Sidney, New York, effective October 27, 2007 as outlined in the following paragraphs:

B. Courses must be directly related to the employee's current work assignment or probable future assignment within the Company and taken outside normal working hours at an accredited college, business school, high school, trade or vocational schools. Employees with seniority, actively at work will be reimbursed for tuition and related fees (excluding books and parking) as follows:

- (1) \$400 per fiscal year for courses below the advanced degree level,
- (2) \$800 per fiscal year for courses required for an advanced degree.

C. The following programs are considered job-related and will be approved when the needs cannot be met within the Company:

(1) Courses which will improve the employee's skill on his/her present job. This includes courses designed to update employees in the technology of their trade or occupation and courses directed toward qualifying an employee as an apprentice in the skilled trades.

(2) Courses which relate to the next job in the logical development of an employee's career.

(3) Courses which will prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available.

(4) Courses taken to complete the requirements for a grammar school certificate or high school diploma.

(5) Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employees' job or appropriate to his/her career in the Company.

D. The grievance procedure set forth in the Collective Bargaining Agreement between the Company and the Union shall have no application to, or jurisdiction over, any matter relating to this program.

Section 4 - Memorandum of Understanding, Regarding  
Misc. Matters:

A. When circumstances are such that it is not possible to provide a nurse in the Medical Bureau from 5:00 p.m. to 12:00 Midnight and the Medical Bureau is closed, it will be announced over the Plant Public Address System and employees requiring medical attention will be instructed to report to the East Gate Guard Office.

B. Existing Labor Agreement provisions not deleted or amended during the course of these 2007 negotiations will be renewed as written in the October 27, 2004 Agreement.

C. The Company agrees to furnish the Union three hundred (300) copies, without charge, of the renewed Collective Bargaining Agreement.

Section 5 - Memorandum of Understanding, Regarding  
Skilled Trades Classifications:

A. In order to accomplish improved delivery to skilled trades resources in support of the imperative to maintain continuity of production, the Company will implement the following skilled trades occupational classifications by the end of November 1992. In addition, during the 2007 negotiations skilled trades helper classifications were established in accordance with LOA #19.

<u>CODE NO.</u>	<u>TITLE</u>	<u>LABOR GRADE</u>
936	Machine Repair Helper	08
937	Machine Repair Journey	11
938	Machine Repair Master	12
990	Facilities Repair Helper	08
991	Facilities Repair Journey	11
992	Facilities Repair Master	12
987	Electrical Repair Helper	08
988	Electrical Repair Journey	11
989	Electrical Repair Master	12
984	Electronic Repair Helper	08
985	Electronic Repair Journey	11
986	Electronic Repair Master	12
923	Master Machinist/Conventional Journey	11
924	Master Machinist/Conventional Master	12
934	Master Machinist/CNC Journey	11
935	Master Machinist/CNC Master	12
919	Tool and Die Maker Journey	11
920	Tool and Die Maker Master	12
430	Experimental, Model Maker Journey	11
431	Experimental, Model Maker Master	12
930	HVAC Helper	08
931	HVAC Journey	11
932	HVAC Master	12

B. The Company will continue the current Toolroom/Experimental, C classification as Master Machinist, C in LG 8 and may establish additional Labor Grade 8 classifications where job duties will encompass semi-skilled trades work. Boiler Operator will be retained as a separate classification in Labor Grade 10.

C. In accomplishing this restructuring of skilled trades classifications, the Company and Union have agreed to the following understanding:



(1) Incumbent personnel will be reassigned to new classifications in accordance with their primary skills.

(2) The work performed by skilled and semi-skilled trades personnel is limited by the capabilities of the person involved, not narrow classification boundaries. In this context, it is the Company and Union's intent that skilled and semi-skilled trades personnel will work to the extent of their capabilities and in doing so may cross occupational classifications. All seniority, however, will be administered in accordance with the employees' occupational classifications.

(3) All other personnel will be slotted in the same labor grade they currently hold.

(4) With the exception of Master Machinist, C, no employees will be placed in semi-skilled trades classifications if employees are laid off or have return-to's from the skilled trades classification involved.

(5) The Company may advance personnel from Journeyman to Master Level classification without restriction, provided that for purposes of layoff and recall Journeyman and Master classifications will be considered a single seniority group.

#### Section 6 - 1998 offering of 401K Program

During the 1998 Contract Negotiations the Company agreed to offer employees a "no Company match" 401K Program. It was agreed that the plan would include a loan provision, and that all decision-making authority relative to plan design, administrator, selection of offerings of investment options and similar administrative issues will remain solely with the Company.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

Signed at Sidney, New York,  
this \_\_\_\_\_

SIDNEY LODGE NO. 1529,  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS

AMPHENOL AEROSPACE

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Randall Birdsall, President      Mimi Morgan  
Director, Human Resources

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Richard Rock

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Concetta Hoyt

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Bruce Neumann

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Glen Galley

---

Bruce Hodges

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Timothy Perry,  
Business Representative

## **LETTERS OF AGREEMENT**

Exhibit “J”