#### **PREAMBLE**

In consideration of the circumstances surrounding the company known as Federal Forge Inc. and the hourly employees as represented by the UAW Local # 724, the parties have come together to fashion a new Labor Agreement to be entered into by BHART FORGE INC. hereinafter referred to as the "Company" and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IM2LEMENT WORKERS OF AMERICA, UAW and its LOCAL 724, hereinafter referred to as the "Union". It is agreed and understood that this new Agreement will replace in its entirety the current Labor Agreement between Federal Forge, Inc and the UAW and its Local 724 which commenced January 14th, 2000. Bharat Forge Inc. is buying the assets of Federal Forge Inc., Lansing, Michigan and is not assuming any of its liabilities, including but not limited to retiree insurance, the Federal Forge Inc Hourly employees' Retirement Income Plan or any other defined benefit pension plan, or the Defined Contribution Plan. If the Union, any of its members, or retirees of Federal Forge believe they are entitled to any pay or benefit not contained in the new Agreement they should present such claim to the Bankruptcy Court.

The Company expressly avers, that it will not be responsible for or obligated in any way to pay or provide for any pay and or benefit that may have been deemed earned and or owed from the former Federal Forge under the terms and conditions of the prior Agreement other than what obligations it accepts and is delineated as part of this new Agreement. In effect, Federal Forge has gone out of business and Bharat Forge America is offering to hire all active members of the Bargaining Unit on the payroll on the effective date of purchase under the terms and conditions of the Agreement contained herein.

#### ARTICLE I

#### 1.01 Agreement

This Agreement (which includes the above preamble) is entered into this 25th day of May 2005, (to take effect the first day following the day such asset sale is deemed completed by the Bankruptcy Court) between Bharat Forge America, Lansing, Michigan, hereinafter referred to as the "Company" and International Union, United Automobile, Aerospace and Agricultural Workers of America, and Local 724, Lansing Division Unit, UAW, hereinafter referred to as the "Union".

## ARTICLE II RECOGNITION CLAUSE

#### 2.01 Bargaining Unit.

The Company recognizes the Union as the sole collective bargaining agency for all production, maintenance and die room employees at the Company's plant in Lansing, Michigan, excluding office employees and laboratory employees, all persons in a supervisory capacity, and anyone whose duties include the right to hire and fire or effectively recommend same, and plant protection employees. The Company shall negotiate in accordance with this contract with the accredited representatives, chosen by the Union with respect to wages, rates of pay, working conditions, hours, or any other condition of employment or for the purpose of adjusting any grievances or complaints which may arise under the terms and conditions of

this Agreement.

## ARTICLE III UNION SECURITY

## 3.01 Union Security

It is a condition of employment with the Company that all present and future employees, not excluded in the Section above, shall become and remain members of the Union in good standing at the conclusion of 120 calendar days. An employee will receive credit for seven days worked for each pay period worked. An employee shall be deemed to be a member of the Union in good standing so long as he or she tenders to the Union or has paid the initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the Union. The Union shall accept into membership, and continue the membership of any employee meeting these requirements.

#### 3.02 Dues Check of

- A. On receipt of written authorization from the employee and so long as such written authorization remains in effect, the Company will deduct from the employee's first pay earned each month, the amount due the Union by the employee for Union dues and initiation fees. The Company will transmit to the Financial Secretary by the twenty-fifth of each month the total deductions from the pay of all employees who have submitted written authorization.
- B. The Union will submit to the Company within the first week of each month a listing, in duplicate, of the current members of the Union. It shall be the obligation of the Company to add all new employees to this list at the conclusion of 120 calendar days. The Company will deduct the amount of dues and/or fees owed by each employee. In case of an over deduction on the check-off list, a proper adjustment will be made by the Union with the employee. In the case of an under deduction, the Company will be obligated to deduct the balance owed plus the current month's obligation and submit with the month's check-off.
- C. The Company will make provisions to check off Community Action Program contributions for those employees who volunteer to do so.
- D. Credit Union savings are to be deducted weekly and forwarded to the Financial Secretary of the Local Credit Union.

## ARTICLE IV UNION REPRESENTATION

4.01 Bargaining Committee

- A. Employees of the Company shall be represented in all negotiations, adjustments of disputes or any other items that pertain to Union recognition by the members of the Bargaining Committee.
- B. The Company agrees to recognize only the official representatives of the International Union and local Union for the settling of any dispute and all other matters which may arise between the Company and the Union and one or more employees of the Company, in accordance with the grievance procedure herein contained.
- C. Any employee selected or elected by the Union to serve on any committee as designated in the Unit shall be recognized as a representative representing the Union, after notification in writing to the Human Resources Manager.
- D. The Bargaining Committee shall consist of eight members. The Unit Chairman of the Bharat Forge America unit shall serve as Chairman of the Bargaining Committee. The seven other members of the Bargaining Committee will consist of committeemen selected for departments and shifts as deemed appropriate by the Union.
- E. The Steel Yard Department will be entitled to a steward on the first shift. The steward for the Steel Yard Department may be in attendance at agenda and grievance meetings concerning Steel Yard Department matters.
- F. When employees are working on a shift in one or more departments without representation, the Committee will appoint a steward from that shift to serve as representative for employees who work during the hours of the shift. The steward will not be a member of the Bargaining Committee, nor will he or she take grievances beyond the foreman's Step unless he or she is needed to attend a meeting to give facts on a Grievance.

#### 4.02 Super Seniority

- A. Each individual who functions as a committeeman must have one year's seniority with the Company.
- B. The Union may select an alternate for each committeeman or steward to act only in the absence of the committeeman.
- C. The Steel Yard steward will have super seniority. Alternates will have super seniority only when functioning in the absence of the regular representative.
- D. The Bargaining Committee and Steel Yard Steward shall head the seniority list during their term of office in their department on a departmental and plant-wide basis. This section shall apply to layoffs and rehire only. No committeeman shall be sent home

for lack of work in his or her department during his or her regular working hours. The Company will put them on whatever opening is available or will replace the employee in his or her department with the least seniority that he or she has the ability to replace until the seniority provisions apply.

E. The Union may select a vice-chairman who will act only in the absence of the Chairman. The vice-chairman will be assigned to the day shift.

## 4.03 Committee Assignment

Each committeeman shall handle all grievances arising within their respective departments and on their respective shifts as provided in the grievance procedure hereinafter set forth. He or she may also enter the plant at any time to assist another committeeman in his or her department in settling any misunderstandings or grievances that may arise, providing he or she has notified the Human Resources Manager, the Plant Manager or the senior supervisor on that shift as far in advance as possible.

## 4.04 Overtime Representation

- A. When four or more employees are scheduled to work on an overtime basis, on Saturday or Sunday, on holidays, or during periods of reduced (or part-time) operation (less than forty hours per week), a member of the Bargaining Committee will be offered the opportunity to perform the scheduled work. When four or more employees are scheduled to work as outlined above, the Company will inform the Chairman of the Bargaining Committee so that the Union will have representation.
- B. The Union will select the committeeman who will come in for representation. Should the committeeman selected by the Union refuse or be unable to do the work to be done, he or she will be treated as any other employee under the same condition. If the committeeman selected by the Union to come in does not report for work, the Company will not have any responsibility to assure representation. When a committeeman reports for representation on an overtime basis, he or she will not be charged with hours worked. He or she will be charged in the Union records as having served his or her turn for representation purposes only.

#### 4.05 Assistance of International and Local Unions

Officers of the International Union and Executive officers of the Local 724, UAW may enter the plant for proper purposes after notifying the Human Resources Office as far in advance as possible and complying with the regular registration procedure.

## 4.06 Bargaining Chairman

A. The Bargaining Chairman shall be assigned to his or her respective job and classification on the day shift for the duration of his or her term of office. He or she

- may enter the plant at any time to participate in the grievance procedure upon notification as far in advance as possible to the Human Resources Manager, Plant Manager, or the senior supervisor on that shift.
- B. The Chairman of the Shop Committee, in addition to being released from his or her job as prescribed in the section titled Release from Work, will be allowed adequate time off the job without interference from supervision, providing he or she is properly carrying out other legitimate Union functions pertaining to the Bharat Forge America Unit. It is agreed by the Union this section of the Agreement will not be abused.

## 4.07 Time Study Person

- A. The Union shall designate an employee as time study person and one alternate to function only in the absence of the time study person. The designated employee must be capable to readily do time study and understand any incentive plan which may be in effect.
- B. He or she shall be assigned to his or her department on the day shift unless mutually agreed otherwise. After consulting with the foreman, he or she shall be allowed to review any job or specification sheet at the request of that department committeeman in order to determine if there is a production standard problem. He or she may assist the committeeman in discussing any production standard problem with the foreman to settle it prior to a grievance being written. He or she shall attend any meeting on grievances pertaining to incentive plans. The time study person may enter the plant at any time at the request of the committeeman and Company representative on any production rate problem, with notification to the Human Resources office as far in advance as possible and complying with the regular registration procedure. If there is a grievance, or when developing basic standards, he or she shall be allowed reasonable time needed to break down studies, files spec. sheets, and/or any other duties pertaining to time study.
- C. After a job has been observed and there remains a production standards dispute, a joint time study will be made. If any problem should arise the Company and/or the Union time study person may require that a supervisor and/or committeeman be present.
- D. When a new machine is set up and the Company is setting up standards for it, he or she will make a joint timing with the Company standards department time study person. He or she will make studies for the Union record in order to verify the Company's new standard as to whether it is acceptable or not.

#### 4.08 Release from Work

A. A department committeeman shall have the right to leave his or her workstation for the purpose of adjusting grievances (verbal or written) in his or her department, or in the case of a shift committeeman, on his or her shift after getting permission from his or her foreman.

- B. The Chairman of the Bargaining Committee may enter departments other than his or her own for the purpose of investigating grievances at his or her level, but only after getting permission from his or her foreman, notifying the foreman of the department that he or she enters, and stating his or her specific purpose.
- C. Permission will not be unnecessarily delayed and the Union agrees that the Company will have up to 1/2 hour to relieve or replace the committeeman. If, after diligent effort, a replacement cannot be found, the investigation will be made after the end of the shift. However, the investigation of matters involving health and safety will not be delayed because a replacement cannot be found. If an investigation is delayed until after the end of the regular shift, the aggrieved employee as well as the committeeman will be permitted to stay for the investigation of the grievance.
- D. If a committeeman cannot be released under C, above, no disciplinary action will be taken until the committeeman is present.

#### 4.09 Committee Room

The Company agrees to provide adequate space in a centralized location on the property for use as the Union office. A phone will be provided for Union use in this office. The Company will pay \$40.00 toward phone expenses and the Union will pay the balance of the bill.

#### 4.10 Committee Compensation

- A. Committeemen and the time study person or any member acting in behalf of the membership as a bargaining representative of the Union will be paid by the Company at the previous month's union dues for all time spent on Union activity as follows:
- B. Meeting with the Company for the purpose of negotiations on contracts, wage agreements, supplements, grievances and two members of the committee for proofreading the contract.
- C. In the prompt and efficient settlement and investigation of all grievances or any authorized time needed in fulfilling the duties of their office.
- D. For all authorized meetings that pertain to the plant.
- E. For time on safety committee meetings and inspections.
- F. For all time that is needed for the time study person on time study, meetings, and other

fulfillment of time study.

G. Whenever a committeeman is working piece work and he or she goes on Union business, he or she will give the Company 1/2 hour notice and the Company will make every reasonable effort to replace him or her to avoid shutting down his or her crew.

## 4.11 New Employee Orientation

Within five days of a new employee receiving seniority, the Unit Chairman will have the opportunity to meet and explain contract provisions. The Company shall furnish each employee with a printed contract.

## 4.12 Safety Committee

Two members of the Bargaining Committee will be appointed by the Union to serve as the Union's representatives on the joint labor-management safety committee. This will not preclude other committeeman from investigating or intervening in matters of safety on their shifts.

## ARTICLE V MANAGEMENT RIGHTS

## 5.01 Management Rights

Except as specifically limited by an explicit provision of this Agreement, the management of the business, control of the premises, and direction of the working forces are retained exclusively by the Company. Specifically, the Company's exclusive management rights include, but are not limited to, the sole right to hire, discipline, suspend or discharge employees for cause; to assign, promote or transfer, to determine the amount of overtime to be worked, lay off, or relieve employees from duty because of a lack of work or other legitimate reasons; the right to study or introduce new or improved operational methods; the right to establish, post, and maintain rules and regulations covering all aspects of the Company's operations and terms and conditions of employment; the right to reorganize; the right to establish security or other policies which in it' discretion it believes to be necessary to protect it's business or employees. It will be the Company's right to determine staffing patterns and the numbers employed. These rights are only subject to the restrictions and regulations governing the exercise of these rights that are expressly provided in this Agreement. All other rights of any and all kinds are specifically reserved to management.

## ARTICLE VI GRIEVANCE PROCEDURE

#### 6.01 Definition of a Grievance

A. A grievance shall be deemed to exist whenever there appears to be a difference of opinion, or misunderstanding between the Company and the Union and/or one or more

- of the employees represented by the Union as to the intent and/or application of any of the provisions of this agreement.
- B. For the purposes of this Agreement, a grievance is defined as a dispute, claim, complaint, or difference of opinion by a member, or members, of the Union, involving the interpretation or application of any specific provision(s) of this Agreement. A grievance shall not be considered to exist until a complaint made by an employee to his/her supervisor has not been acted upon.

#### 6.02 Steps of Grievance Procedure

When an employee has a grievance, it should be handled in the following manner:

- A. Step 1. By conference between the aggrieved employee, a Union representative if so elected by the employee, and the employee's supervisor in an attempt to settle it. the employee must identify his/her complaint as a Step 1. grievance. A grievance, to be given consideration under this procedure, must be presented within 3 working days from the occurrence of the alleged act or incident causing the grievance. The supervisor will orally respond to the employee and a Union representative within 2 working days.
- B. Step 2. If not settled, the grievance shall be reduced to writing and presented to the supervisor within 3 working days from receipt of the Step 1. answer. The grievance must be signed by the employee and the Union representative and be presented on a form provided by the Union for this purpose and will state the nature and date of the occurrence giving rise to the grievance, the section(s) of this Agreement on which such grievance is based, and the relief sought. Any grievance which has not been resolved in Step 1. may be referred to a meeting between a Company representative and the Chairman of the Bargaining Committee in an attempt to resolve the grievance. Such meeting shall be held within 3 working days after receiving the written grievance, unless there is a mutual agreement to extend the 3-day limit. The Company shall furnish an answer in writing within 1 week after the meeting. If the grievance is not settled in Step 2., it may be appealed to Step 3. Such appeal must be made within 5 working days of the Step 2. answer, unless there is a mutual agreement to extend the 5 day limit.
- C. Step 3. Grievances appealed to Step 3. must be heard at a meeting to be held as soon as convenient to both parties, but in any event within 5 working days following the appeal, unless one of the parties requests an extension in writing. The meeting shall consist of the Human Resource Manager and/or Plant Manager or their designees who shall conduct a hearing with the Chairman and the Union representative presenting the grievance. Either the Company or the Union may call in outside representatives to assist in settling the grievance at this meeting. The Company shall furnish an answer in writing as promptly as practicable, and in any event, within 1 week after such meeting.

D. Arbitration. Disposition of any grievance that is made in Step 3. above shall be considered as final and binding on both parties unless either party submits the same to arbitration under the terms hereof within 5 working days of receiving the Step 3. answer, in the following manner:

#### 6.03 Selection of Arbitrator

The selection of the impartial arbitrator shall, if possible be by mutual agreement between the Company and the Union. If however, the Company and the Union do not within a period of thirty days from the date of receipts of notice to arbitrate, agree on a person to act as arbitrator, then the Company and the Union shall submit the grievance to the American Arbitration Association for settlement under its voluntary labor arbitration rules as then in effect.

- A. The arbitrator selected shall have authority only to settle disputes arising under this Agreement concerning the interpretation and application of the Agreement to the facts of the particular grievance involved. If the grievance Concerns matters not covered by the Agreement, it shall be returned to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, or any supplement to it. He shall have no power to establish or change any wage or rate of pay. However, any individual wage grievance regarding improper classification, placement within a rate range, or amount of back pay that may be due an employee held to be improperly suspended or discharged shall be subject to arbitration. The arbitrator shall have no power to pass upon the services to be performed or any other function that belongs to the Company.
- B. The decision of the arbitrator shall be final and binding on both parties.

## 6.04 Duties of the Arbitrator

- A. The arbitrator shall schedule an oral hearing as soon as possible after his or her selection at which time both parties shall have the privilege of being represented by four representatives of the Union and four Company Representatives, and to present oral, documentary or physical evidence and to examine witnesses and cross examine the witnesses of the other party. Neither party shall submit post-hearing briefs except by mutual agreement.
- B. It shall be the duty of the Arbitrator, after due investigation and within thirty(30) days after the oral hearing has been concluded to make his or her decision in writing, furnishing each party a copy thereof. His or her decision shall be final and binding upon the Company and the Union and there shall be no appeal there-from.
- C. The Arbitrator shall have no authority to add or subtract from the contract, but shall be limited to interpretation thereof.

#### 6.05 Arbitration Fee

The fees and expenses of the arbitrator shall be paid by the party that does not prevail. Each party shall bear its own personal expense.

## 6.06 Matters Not Subject to Arbitration

- A. In the event of a dispute on production standards, health and safety, sub-contracting or piece work rate for new jobs or a new classification, the work shall be performed, unless the terms under Unfavorable Conditions are met, and the dispute shall be processed through the grievance procedure, but the arbitrator shall not be empowered to rule on it unless the parties have specifically agreed in writing to submit the dispute to arbitration. Grievances of this type shall follow the regular grievance procedure through Step 3.
- B. On matters that the arbitrator is not empowered to rule on, the Union may be free to use its economic strength as allowed by law, provided however, that no strike shall take place until after meeting at Step 3. of the grievance procedure unless sanctioned by the International Union, UAW.
- C. Production standard disputes will be negotiated with the UAW International Time Study Department prior to any right to strike.

#### 6.07 Industrial Peace

- A. Any employee or employees having a grievance shall keep working pending settlement of same, except as section Unfavorable Conditions may apply.
- B. Both parties to this Agreement agree that there shall be no work stoppages, strikes, lockouts, slowdowns or other interference with production until provisions of this grievance procedure has been exhausted.
- C. After the exhaustion of the grievance procedure, the Union agrees to give the Company a written notice of its intent a minimum of 90 days prior to the commencement of any action listed or inferred under section Industrial Peace B. above.

#### 6.08 Joint Meetings

A joint meeting with the Bargaining Committee and one or more authorized representatives of the Company will be held when necessary. This meeting will be for the purpose of discussing grievances and pertinent items of common interest to the Company and the Union and can be requested by either party. An agenda will be submitted in writing. Minutes will be kept by the Company and the Union.

## 6.9 Witness Compensation

Where the Bargaining Committee and the Company agree that the presence of an employee is required in any meeting pursuant to Step II, III and,IV of the grievance procedure, the employee shall be paid by the Company for time spent in such meeting during his or her scheduled working hours at his or her regular hourly rate. Piece workers shall be paid their average earned rate for time so spent.

## 6.10 Joint Efficiency Review

If the International Representative brings a problem to the Company's attention, a representative of the Company and the International Representative, along with the Unit Chairman and the committeeman affected, will meet to discuss the problem.

# ARTICLE VII SENIORITY

## 7.01 Probationary Period

- A. Seniority shall be applied in accordance with the provisions hereinafter appearing in this Agreement.
- B. The probationary period shall be 120 calendar days. An employee will receive credit for seven days worked for each pay period worked. Employees will be added to the seniority list in order of time clock ringing and date of employment at the expiration of the probationary period. Upon completion of their probationary period the Union will be notified in writing of the employee's classification. All employees who have completed their probationary period shall have seniority as of their first hiring date; provided the 120 calendar days were completed in a one year period. If an employee quits or is discharged, and is rehired, his or her probationary period will start over. The hiring rate in all classifications except skilled trades shall be 80% of the base rate. After ninety calendar days, the rate will be increased to 90% of the base rate and upon attaining seniority the rate will be increased to the base rate.

## 7.02 Die Room Employees

A. The following employees will have bargaining unit seniority as listed below;

LeRoy Cupp	10/09/67
Michael Serna	02/19/76
John Thole	08/30/76

B. For purposes of pension credit accrual, the following employees will have credited service commencing as listed below;

LeRoy Cupp 07/01/75

C. For purposes of vacation accrual and vacation pay, the following employees will have hire dates as listed below;

LeRoy Cupp	04/04/67
Michael Serna	02/10/76
John Thole	06/23/73

## 7.03 Seniority List

- A. The Company shall furnish the Union with a copy of an up to date seniority list quarterly.
- B. A master or shop seniority list shall be posted in a central location, Any employee shall have the right to protest the accuracy of his or her seniority status only for the purpose of having it corrected.

## 7.04 Application of Seniority

- A. Except where otherwise provided in this Agreement, an employee shall apply his or her hiring date seniority first within his or her classification, second within his or her department, and third plant wide.
- B. If, at the start of the shift, a primary unit is down, the crew will move to the selected secondary unit. Excess employees will be assigned to the available work pool. If there is an excessive number of available employees in a classification and the excess available employees are to be used outside their classification, the senior available employee will have the option to go outside of their classification to work on an open job in another classification. When situations arise of overlapping shifts and overtime operations, employees working on a shift other than their own will not displace employees from their respective job on that shift.
- C. In the application of the seniority sections of the Agreement, if an employee while working feels seniority sections have been improperly applied, he or she shall bring it to the attention of his or her committeeman and supervisor within 2 hours of his or her regular starting time. If it exceeds two hours, he or she shall wait until the following day to exercise his or her seniority.
- D. If an employee does not punch in on time, the employee will be considered a non-

seniority employee for the remainder of the day. If an employee is late to his or her work area, he or she will be placed at the bottom of the seniority list for purposes of the lineup. If several employees are late in reporting to their department, their seniority for the day will be based on the order in which they reported to the department with the employee reporting last having the least seniority for the day.

- E. When an incentive job becomes available after the start of the shift, employees who are working on non-incentive available work will be offered such available jobs based on a seniority, skill and ability basis.
- F. If an employee's assigned unit starts up within the first one hour of his or her regular starting time, he or she will return to it unless he or she is on temporary transfer.
- G. However, If the first hour of the shift has elapsed, the Company will move the crews intact to other available units unless one of the following conditions exist:
- 1. If we have unlike jobs (i.e. swab to trim)
- 2. If the assigned person for the unit that is to start up is on non-incentive available work, he or she will return to his or her assigned job, unless he or she is on temporary transfer.
- 3. If the assigned person for a specific job is in the crew being transferred, he or she will take his or her assigned job on the new unit.
- H. If a forge press is down, the crew will be re-assigned intact to a secondary unit.

#### 7.05 Termination of Seniority

Seniority, once established under this Agreement, shall be broken and employment terminated for the following reasons:

- A. The employee quits.
- B. The employee is discharged for cause and the action is not reversed through the grievance procedure.
- C. The employee fails to return to work within 5 working after being notified to do so unless he or she provides an explanation that the Company finds satisfactory for failure to do so. (notification must have been made in person or by registered or certified mail.)
- D. The employee overstays a Leave of Absence unless reason satisfactory to the

Company is given, or gives a false reason in obtaining same.

- E. The employee is laid off for at least 24 consecutive months or for a continuous period equal to the seniority acquired by him or her before the layoff, whichever is greater.
- F. The employee is absent for 3 consecutive working days, unless a reason, satisfactory to the Company, for his or her absence is given. Jail time spent on a weekend or during a holiday (except for a felony) shall not be considered an absence for this purpose when their is no more than two occurrences in a twelve month period.
- G. The employee is on sick leave of absence for a period of time equal to the seniority he or she had acquired as of the date the sick leave started or one year, whichever is greater.
- H. The employee retires.

I.

J. When any of the above mentioned provisions of Termination of Seniority become operative, the Company will notify the Union in writing.

## 7.06 Non-bargaining Unit Employee

A. An employee who accepted a Federal Forge, Inc. position not represented by the bargaining unit after 9/26/94 and an employee who accepts a position with the new company not represented by the bargaining unit after the effective date of this Agreement will cease to accumulate additional seniority while working in that position. He or she will be allowed to return to the bargaining unit at any time. Upon his or her return to the bargaining unit, he or she will be credited with the seniority accumulated before he or she left and he or she will then begin to accumulate additional seniority from the date of his or her return. His or her new seniority date will become the date of his or return, back dated to reflect his or her previously accumulated seniority. If such employee is discharged while in this position, he or she will not be returned to the bargaining unit unless mutually agreed to by the Company and Union.

#### 7.07 Performance of Work by Supervisory Personnel

Supervisors will not perform bargaining unit work, unless assistance or training is required, and is in short duration

#### 7.08 Compensable Injury Transfer

Any employee who has been incapacitated at or through his or her work, by injury or compensable occupational disease while employed by the Company, shall be employed in

other work, if available, in the plant which he or she can do without aggravation to his or her condition. When exercising seniority, he or she will take the job of the lowest plant-wide seniority employee that his or her restrictions, skill, and seniority will allow.

#### 7.09 Humanitarian Transfer

- A. Upon written application, any employee wishing to sign off from a job because of age, sickness or condition detrimental to health, supported by two concurring doctor's recommendations, he or she will take the job of the lowest plant-wide seniority employee that his or her restrictions, skill, and ability, and seniority will allow.
- B. The employee, when eligible, may obtain a job under the job posting procedure provided restrictions and seniority will allow. Such employees may not exercise seniority to return to the classification he or she left for a period of one year.

#### Article VIII

## 8.01 Layoff Procedure

- A. It is agreed that in order to keep seniority employees working in temporary reductions of hours or work force, and in order to have an orderly procedure in which there would be the least amount of shifting of work force in situations of this nature, the following procedures will be followed. Employees with the least seniority shall be laid off first on a departmental basis, provided the employee retained has the experience, skill, and ability to efficiently do the work required.
- B. The Company will give the Chairman of the Bargaining Committee 24 hour notice of all layoffs. At the time of layoff, the employees(s) will complete a layoff form, which updates all pertinent information needed for recall. The Company shall have the right to rely on the accuracy of this information for purposes of contacting employees for recall. All layoff slips must carry the employee's regular classification. Employees who are removed from their jobs, due to a layoff, will be allowed to exercise their seniority on a skill and ability basis in their department.
- C. The Company will offer the laid off employees the opportunity to work in a department where work is available, providing the employee has the skill and ability to do the work required. When an employee changes shift during the scheduled work week to avoid layoff, the 24 hour cycle, for payroll purposes shall not apply. After such shift change, employees may exercise their seniority rights on their respective jobs.
- D. When an employee changes department due to layoff, he or she will accumulate seniority in his or her original department and upon recall, must return to that department. An employee who changes from one department to another for the

purpose of avoiding a layoff, may exercise job seniority after working two consecutive days in the new department in line with the provisions of the contract. On layoffs where it is necessary for employees by exercise of seniority to take a job in another department, such employee may elect to take a layoff, without losing his or her seniority rights. However, when work is available in his or her department, he or she must accept such job or lose his or her seniority rights. Employees who elect to take a layoff rather than exercise seniority rights shall wait 5 working days before they can exercise seniority rights. Laid off employees must return for work in their department. Employees, after being notified of layoff must file a written application with the Human Resources Department on or before the fifth working day after the layoff indicating whether they will accept work in a department other then their own. Employees failing to comply with the 5 day time limit herein must give Management 10 working days notice of their desire to return to work before they can exercise their seniority rights.

- E. Between the first and fifth working day, after written application, the Human Resources Department shall notify the employee to report and the employee shall have the choice of replacing the employee in any department having less seniority provided he or she shall have the skill and ability to do the job.
- F. An employee replacing another employee shall have not more than fifteen working days in which to prove his or her ability to do the job. An employee failing to qualify after replacing another employee shall revert to laid-off status and not be permitted to exercise plant-wide seniority for at least fifteen days, unless mutually agreed otherwise between the Company and the Union. Upon permanent elimination of an entire department, all seniority employees will be allowed to exercise their plant-wide seniority. Upon the permanent elimination of a specific job, the employee will exercise his or her seniority rights first in that department, and then plant-wide.

#### 8.02 Inverted Seniority Agreement

- A. Prior to the commencement of temporary layoffs of a known duration, Management will designate an application period. Seniority non-skilled employees may make written application during this period stating their desire to work during the period of layoff when work in their respective seniority groups decrease. If time does not permit the designation of an application period, the parties may agree to a canvassing of the affected departments.
- B. Non-seniority employees in the affected departments will be laid off. After this is accomplished, the oldest seniority employees who have not made written application to work will then be laid off by department, by classification, by shift, by seniority.
- C. Employees on a shift during the week prior to a layoff will be eligible for layoff occurring the following week. Employees who are being affected by a shift preference and are subsequently transferred to another shift, into a group that has been

- affected by an inverse seniority layoff, will be considered, if otherwise eligible, for subsequent layoffs under the inverse seniority provisions.
- D. If there is not sufficient manpower to perform the anticipated work from those employees who have made application to work, the employees with the least seniority, who have not made application, will be retained. It is understood that employees not capable of doing the work will not be retained to replace employees who have not filed applications to be retained.
- E. As the work resumes, the oldest seniority employees on layoff who had made application to work will be recalled to fill openings to the same department and shift. Thereafter the youngest seniority employees will be recalled to fill openings to the same classification, department, and shift.
- F. When a given classification, on a given shift has been exhausted on recall, further requirements will be filled first by recalling employees with the same classification from another shift and then from other employees with the least seniority first from the same department, without regard to classification
- G. In the event the layoff is longer than 8 weeks, unless extended by mutual agreement employees still on layoff will be recalled provided there are younger seniority employees working in the plant and shall displace the younger seniority employees.
- H. There shall be no obligation or requirement on Management's part to return to work any employee who has been laid off as a result of not filing an application until recalled in accordance with the above procedures.
- I. Theses provisions will not be cited or relied upon by an employee or the Union as the basis for any back pay or other claim of liability against the Company nor will these provisions in any way restrict Management's right of job assignment to those employees working during periods of layoff.
- J. In the case of skilled trades, the parties may mutually agree to establish a similar procedure and waive the provisions for skilled trades layoffs on a case by case basis.
- K. The intent of this provision is to provide the opportunity for higher seniority employees to elect to be laid off for a temporary period of time while retaining the necessary qualified employees in their departments with a minimum disruption of the organization. In the situation where the application of this provision would force the layoff of an employee who would otherwise not have been laid off under the layoff section of this Agreement, the language of the layoff section will prevail.
- L. The parties recognize that there may be situations which occur which are not covered

by this procedure, or the application of this agreement in a given situation may be contrary to the intent of this Agreement. In such situations, the parties may mutually agree to modify or change these provisions to preserve the intent of this agreement.

## 8.03 Inventory Layoff

When the Company lays off for the specific purpose of performing the yearly inventory and general cleanup, the following procedure will be followed;

- A. The Company will construct a list of work to be performed.
- B. The Company will post a tentative layoff list and a work list giving job and department assignments in accordance with the following provisions at least 1 week prior to the start of the inventory period.
- C. The Company will poll each department first for volunteers to perform the work in their respective departments. Those who volunteer to work in their own department will have first choice of jobs, exclusive of the Maintenance, Die Room, and Steel Yard Departments.
- D. The Company will poll the remaining employees to do the remaining work, excluding Maintenance, Die Room, And Steel Yard Departments and employees who already may be required to work.
- E. Probationary employees may be used.
- F. If there are not enough volunteers to do the work required the least seniority employees who are capable will be scheduled to work. Vacation will not be granted to these employees.
- G. If a production unit is scheduled to run, the regular crew will be scheduled to run it.
- H. Regular maintenance and die room employees will be paid the rates for the classification of work being performed. All other employees will be paid the rate for the general labor classification, except in the application of "G" above.
- I. The inventory period will be excluded for the purpose of computing holiday pay. The scheduled full week prior to the inventory period will be substituted if the inventory period should include a holiday.
- J. Work performed during the inventory period will not be recorded for overtime

equalization purposes.

- K. If the scheduled inventory period work is completed in less time than anticipated and there are an excess number of employees, the employees wishing to go home will be allowed to do so in order of their plant seniority.
- L. The Bargaining Committee and Steel Yard Department steward will be excluded from layoff. They will be assigned work being done in the inventory.

#### 8.04 Recall Provisions

- A. When an increase in force is necessary, only seniority employees need be recalled, and the following procedures will be followed. Employees working in a department other than their own by exercise of seniority will be recalled to their original department list.
- B. Employees will be recalled from the plant-wide seniority list as indicated by the employee at the time of layoff according to seniority providing they have the skill and ability to do efficiently the work required. All employees on layoff must be recalled to work before new employees are hired. Employees who do not return will lose their seniority as prescribed in the section Termination of Seniority.
- C. Employees to be recalled for short duration may be bypassed on the seniority list by mutual agreement between the parties.

## 8.05 Provisions for Short Work Week

For temporary reductions in production not exceeding 6 weeks (unless otherwise extended by mutual agreement between the Bargaining Committee and the Company), the work week may be reduced to 32 hours before any seniority employees are laid off.

ARTICLE IX TRANSFERS

#### 9.01 Shift Transfer

- A. Upon written application, employees shall have the right to exercise shift preference on their specific job, on a specific person, in their department no more than once every twelve months unless hardship case is proven. This section also applies to unassigned employees.
- B. An employee must file for shift preference by Tuesday to be able to displace an employee for the following Monday.

- C. An employee who has exercised his or her shift preference rights and is thereafter bumped to another shift by another employee prior to the expiration of the twelve month lock-in period, will re-establish shift preference rights.
- D. In the event a shift is eliminated, any employee who has exercised shift transfer To that shift will be returned to the shift from which he or she came.
- E. Shift preference cannot be used on elected Union representatives.

#### 9.02 Temporary Production Interruption

In case of temporary interruptions, affected employees will be assigned other work they are capable of performing or clean their immediate work area or perform other work assigned by supervision. Decisions under this section will be based on production needs and down-time projections available at the time.

## 9.03 Indefinite Production Interruptions

- A. If supervision determines a job will be down for the balance of the day, and if there is no work in the employee's classification, the Company will assign other work as may be available.
- B. For employees in the Secondary Department, on the following days, the employee whose job is down will accept available work in his or her classification or bump the lowest signed person in his or her classification and on his or her shift as outlined in D through H, below. If he or she chooses not to bump the lowest person in his or her classification, he or she will accept another job from available work offered.
- C. For employees in the Forge Department, the following will apply in addition to D through H, below.
- 1. In the event a secondary unit is not available, the crew will be assigned to perform work as needed and will retain their respective rates of pay for the balance of the shift.
- 2. The affected forge crew members will be allowed to exercise seniority to displace an employee assigned to another forge unit beginning at the start of shift on the second day of their unit being down. At such time, the employees will be allowed to bump.
- D. When work is available in an employee's classification under this section and there is an excess number of available employees in the classification to do the work required and the excess employees are to be used in another classification, the senior employee will have the option to go outside of his or her classification to work on an open job in another classification. When an employee bumps the lowest seniority employee in his or her classification, on his or her shift, he or she must remain there for 30 calendar

days (unless he or she is bumped by another employee) after which he or she may either remain there or bump any employee in the department which he or she has the seniority, skill, and the ability to do the work required, regardless of shift. This will not constitute shift preference. If he or she is not bumped by another employee, he or she must remain on this job until either this job goes down, his or her original job starts up, or he or she moves to another job through the job posting provisions.

- E. An employee whose unit or job is down, or an employee who is bumped from his or her job due to another employee's unit or job being down, must bump on a signed job under this section within 60 calendar days of such displacement or forfeit his or her rights to do so. An employee who has bumped under this section and is then bumped from his or her new job by another employee bumping under this section, has no obligation to return to this job and will again be eligible to bump under this section.
- F. When an employee does not have the seniority to remain in his or her classification, or there is no work in his or her classification, he or she may bump into another classification, in his or her department and on his or her shift, prior to the thirty calendar days, provided that he or she has the skill and ability to do the work required.
- G. Any employee who bumps to take a signed job under this section, or who has been bumped from his or her job by an employee bumping under this section, will return to his or her former job provided that he or she has not been off of that job for more than one year. If he or she has been off of his or her job for more than one year, he or she will have the option whether or not to return to his or her former job.

#### 9.04 Temporary Job Transfer

- A. After applying the provisions of Application of Seniority, when it becomes necessary to transfer an employee from one job to another at the start of a shift, the low seniority qualified employee working on available work will be transferred. If there are no qualified employees working available work, other qualified employees will be offered the transfer starting with the high seniority employee regardless of job or classification.
- B. After the start of the shift, when it becomes necessary to transfer an employee from one job to another, employees working on jobs not listed in Appendix A and who have the needed qualifications will be transferred first. If there are no qualified employees working available work, other qualified employees, regardless of job or classification and starting with the lowest seniority employee, will take the transfer.
- C. If there is a need for a temporary transfer and the senior employee eligible for transfer is a forge press operator, the Company may decline to transfer that senior employee if a suitable replacement cannot be found to run his or her press. Temporary transfers will be made within the department first, plant-wide second, and from shift to shift

last.

- D. When an employee is temporarily transferred from one job to another, he or she shall be paid the higher rate of the two jobs.
- E. During a period of temporary transfer an employee shall retain and accumulate seniority in his or her regular classification and department.

# ARTICLE X JOB POSTING

## 10.01 Job Posting

- A. All vacancies or new job openings shall be posted by the Company on a centrally located bulletin board for a period of 72 hours. In the event of vacancies occurring or newly created jobs, employees with seniority will be given preference over new hires, contingent upon the skill and ability of the employees to perform the services required. An employee's plant-wide seniority will become his or her new departmental seniority.
- B. An employee must have seniority to be eligible to sign a job posting. Transfers by job posting will be checked and initialed by the unit chairman. The posting must be signed by the employee himself to be valid.
- C. Postings will specify how many openings are available.
- D. Any job unfilled as a result of a posting will be reposted in 90 days. During the period in which the job is unfilled, Management may assign the lowest unassigned employee. If an employee is assigned without his or her consent, he or she will hold that job until it is again posted, he or she accepts a new job posting, or is bumped from the job. If the job again goes unfilled through re-posting, the job will be filled under the provisions of Unassigned Postings.
- E. If an employee is off work due to sick leave, WIC, voluntary layoff, or indefinite layoff for a known period of one or more weeks and holds a signed job, the Company may either select an unassigned employee with his or her consent, or assign the lowest unassigned employee. This employee will keep the job until either the former employee returns to work, or he or she is bumped, or he or she obtains another job under the job posting provisions in this article. If the employee returns from leave in less than one year, he or she will return to his or her job. If he or she does not return from leave within one year, the job will be posted. The employee displaced by the returning employee will be sent to the available work pool and will retain the unused

balance of his or her bump rights.

- F. It is agreed that the exercise of seniority in accordance with this section, will not become effective until the employee physically takes the job not later than the second Monday following acceptance, at which time the job which is thereby vacated will be posted.
- G. Under all trainee programs the Company will post for the number of trainees that are needed to be placed into training at that time. They will be selected according to requirements of the training program as stated in this Agreement.
- H. Once an employee has exercised his or her seniority on a job posting within the plant, he or she cannot again exercise his or her seniority on a job posting for a period of one year, except for a training or apprenticeship program or because of the permanent elimination of a specific job or department or as a result of having signed off a job during the March "sign off" period.
- I. Each year, during the last work week of March, employees holding bid jobs on cells may "sign off" those jobs by notifying, in writing, the Human Resource Department of their intention. Those employees who do not wish to vacate their jobs will continue in their bid jobs until the next open bid period twelve months later when the process will be repeated or until they are the successful bidder on another job pursuant to this section.
- J. If a forge crew job becomes vacant, such vacancy will be posted and the successful bidder will complete the remainder of the twelve month period referred to above.
- K. Employees absent during posting periods.
- 1. An employees returning from sick leave, workers compensation leave, layoff, military leave, maternity leave, or other approved leave (except vacation) can sign postings that were removed from the board during his or her leave of absence. If the employee was on leave for more than two weeks, he or she can only sign those postings removed from the board during the last two weeks of his leave.
- 2. An employee returning from vacation may sign postings removed from the board during the time that he or she was on vacation.
- 3. Employees returning from leave or vacation must sign postings within two days of returning to work.
- 4. In the event that the returning employee is awarded a job from those postings, any

employee previously transferred due to the posting will be returned to the job that they had prior to the posting.

#### 10.02 Qualification Period

- A. On job postings employees will establish seniority after 15 days worked or 30 calendar days whichever is less. The Company shall have up to 15 days worked to determine the employee's skill and ability for the new job. If the employee elects to sign off the job he or she will not be eligible thereafter to apply for future postings for a period of 60 calendar days and his or her seniority shall revert to his or her original department. The Company will post the employees vacant job as soon as the transfer is physically made.
- B. When an employee signs off, or is removed from a job for cause, as provided by this section, such employee will have the right to return to his or her former job only if it is held by a less senior employee.
- C. If his or her former job is held by a more senior employee, the employee will be transferred to available work in his or her home department with seniority rights on available work jobs only, until such time he or she attains another job under the other provisions of the Agreement.
- D. If an employee is returned to his or her assigned job as provided by this section, all employees moved due to this triggering event will be returned to the jobs they held at that time.
- E. When an employee is awarded a job posting, and such job goes down, or he or she is bumped off such job prior to establishing seniority on such job, all seniority and bumping rights will be determined under the employee's new job, classification, and department.
- F. Any employee in a pool or on a training program wishing to sign off such job may do so after 30 working days notice, except in the heat treating program where 90 working days notice will be given. Any employee in a pool or on a training program wishing to sign off such job may do so. However, the employee may not exercise his or her seniority on a job posting for a period of 6 months on a pool or program from which he or she vacated. If an employee wishes to sign off, he or she will forfeit his or her accumulated credited training hours.
- G. In the event an employee voluntarily leaves a job prior to the time as set forth in this section, he or she will forfeit the right to exercise seniority on that particular job, unless he or she has returned to his or her own job or has obtained another job under the other provisions of this Agreement.

## 10.03 Unassigned Postings

In the event that no eligible employees have signed a job posting, as posted in section Job Posting above, the following will prevail; If a job is not filled through the methods in Job Posting, the Company may either select an employee (with his or her consent) or assign the lowest unassigned employee and train him or her for the job or hire a qualified employee for the job within a 90 day period under each job posting.

#### ARTICLE XI

#### SPECIAL SENIORITY PROVISIONS

## 11.01 Special Seniority Provisions

- A. An employee may not exercise authority to work in any of the following classifications unless, at the time he or she would so exercise his or her seniority, he or she holds the classification, or he or she has held the classification, or he or she has the qualifications shown below for the classification and has present ability to perform the work of the classification.
- B. Forge Press Operator: Completion of the training program hereinafter set forth for this classification.
- C. Reliefman: Must be at least a forge press operator trainee with at least 80 hours towards being qualified as a press operator and be a qualified Roller Operator. Training and qualification requirements will be modified to provide a pool of qualified Reliefran without further populating the Reliefian classification.
- D. Heat Treat Operator: Prior experience at operating heat treat and/or has completed a training course for heat treat operator.
- E. Magnaglow Operator: Must have taken the training and passed the test to be a level one operator. The Company will make the training available for active employees once a year from the pool of employees in the Secondary Processing and Quality Departments. If the class is not filled from these employees, training will be offered on a plant-wide seniority basis.
- F. Stockroom: Must be able to read and write legibly. He or she must be able to order

and receive stock readily. He or she must have received five days worked or on-the-job training or equivalent on the day shift. He or she must be willing to operate the MP2 ordering system.

- G. Skilled Trades: Completion of the apprenticeship or training program hereinafter set forth for this classification, or hold a UAW journeyman's card.
- H. Hot Inspector: The applicant will be given a uniform test to determine if the applicant meets the following qualifications. He or she should be able to write legibly. He or she must be able to read prints readily. He or she must be able to use micrometers. He or she must be able to us verniers. His or her eyesight must be adequate and have reasonable depth perception. He or she must be able to make comparative judgements, and must be able to line up presses and check for mismatch and size.

#### I. Truck Driver:

- 1. He or she must have been trained by the Company in the safe operation and handling of a lift truck. He or she must have been taught the basic checks before starting and operating a lift truck. The employee, before receiving the qualification, will be given the appropriate suggested state test. The test will corrected and reviewed with the employee.
- 2. Every hourly employee hired after 1/11/99 is required to acquire a lift truck license and maintain that qualification during all years of employment. New hires will acquire a lift truck qualification during the probationary period.
- J. Crane Operator: Must have prior experience operating a crane of the type involved or have successfully completed a 40 hour training program encompassing the forge shop and steel yard cranes and have the present ability to safely operate the particular crane in use. His or her eyesight must be tested and found to be adequate to perform the job and must be re-examined at least once per year thereafter. The forge shop crane will be operated by a Machine Repairman or another qualified employee from the Maintenance or Forge Departments.
- K. Process Inspector: Must be a qualified Magnaglow Operator.

## 11.02 Methods of Qualifications

A. The Company will post on the lunchroom bulletin board a list of employees who, at the date of the posting, are fully qualified in the above classifications. And thereafter, any employee that qualifies in the above classifications, the Company will give the Unit Chairman a list stating the name and job he or she is qualified for so that he or she may be added to the master qualification list for the Union record. Any employee

who thinks he or she is qualified to be placed on the qualification list may enter a protest to the Union at which time the Union will investigate with the Human Resources Department to see that the member has the qualifications, so corrections can be made, if necessary.

- B. Methods to accumulate the required hours can be made while working under trainee programs replacing various employees in the classifications for which they are training.
- C. Each day the trainee works within his or her training program, he or she will list on his or her weekly chart the applicable hours worked and will have those hours signed by his or her trainer. The trainee will provide a list of approved hours to his or her foreman each week.
- D. Training will be during periods of production emergencies and by filling in on vacation, or leave of absence, or sick leave, and/or absent operators. Trainees will be used in the order in which they entered the training program. The trainee who enters the program first will have the first choice when two or more units are to be used. Exceptions to this provision can be made if one of the trainees requires training hours in one of the units.
- E. No employee can take part in two training programs at one time except for the Forge Press Trainee Program.

#### 11.03 Forge Press Trainee Program

- A. The Company will post the opening for forge press operator trainee.
- B. In order to be eligible for consideration as forge press operator-trainee, an employee must have spent one year of the last three years in the forge shop.
- C. During the training period, a trainee must acquire eighty hours of roll operator training in addition to 1,400 hours of press operator training. With the exception of roll operator training, a press operator trainee may not simultaneously train in two classifications in the forge shop.
- D. Seniority shall prevail in selection of the bidder for the above trainee openings if skill, ability, and education are relatively equal.
- E. A trainee will receive adequate instruction and supervision on the job during his or her training period.

- 1. When an employee is awarded a job posting for press operator trainee, the Unit Chairman, a designated Management representative, and the employee will meet to evaluate the employee's experience.
- 2. A current Die Set Up Procedure Guide will be given to the new trainee. A Buster, Blocker, Finisher definition sheet will also be included.
- 3. Supervisors and skilled trades employees will explain to the new trainee the basic operation of machines. Documented training on proper safety and preventive maintenance procedures will also be accomplished to insure that the trainee understands the safe operation of the equipment.
- 4. Trainees will train directly with qualified operators for a minimum of 80 hours.
- 5. Before being ask to operate a press with which he or she is unfamiliar, a trainee will be placed on that unit as an extra crew member for two days and be paid helper's wages. The standard for the job in question will be reduced by ten percent for this period of training. The time spent on these units will be credited towards the total eighty hours.
- 6. During the initial eighty hours, foreman will do their best to place trainees with a variety of operators so they will receive sufficient time on all aspects of machine operation such as forge, die set, and reset dies.
- 7. Set up time will be credited to trainee hours at fifty percent of the hours spent on the set-up, provided that the time is verified by the forge press operator.
- 8. Time spent operating the press as a reliefman will be credited to the employee's forge press training hours on a pro-rated basis using the following formula (multiply hours forged by the appropriate decimal to receive credited training hours).

Four person crew = .25

Five person crew = .20

Six person crew = .166

Seven person crew – .143

Example: Six hours forge on a five person crew;  $6 \times .20 = 1.2$  credited hours.

- 9. Operators will remain on their units when a new trainee is with them, and the operator will tabulate the scrap the trainee makes as well as the amount of pieces he or she runs.
- 10. Trainees will be expected to utilize their free time by observing knowledgeable operators and asking for help in problem areas.

- F. Trainees will complete 1,480 hours on the job.
- 1. This training will include a minimum of 100 hours of operation on each type and size of forging equipment.
- 2. A weekly sheet will be available to the trainee which he or she is to fill out at the end of the shift, recording hours of forge, die set, and reset of each unit which will be of assistance to the foreman in determining which areas the trainee needs experience in. It will be the responsibility of the trainee to submit the weekly sheets to the trainee's supervisor.
- G. In the event of a layoff, trainees will be removed in reverse order to their entry into training. If and when trainees are needed, they will return in the order they entered such training. If a trainee leaves the department for any reason other than layoff, he or she will be removed from the program.
- H. A trainee who does not make satisfactory progress in the Company's opinion, the Company will first take it up with the Union in order to give the Union a chance to correct and find out the reason the employee is not progressing satisfactorily, he or she will then be removed as a trainee and returned to his or her former job if his or her seniority entitles them to it. If it does not, he or she will be allowed to use seniority under section Indefinite Production Interruptions of the Agreement.
- I. Upon completion of 1480 hours as spelled out in section F., above, as a trainee on a forge press, the trainee will be placed on the qualification list for the classification.
- J. If a trainee signs off the program for any reason, he or she will not be eligible to sign for the trainee program for six months. He or she will also forfeit his or her accumulated hours in the respective program.

#### 11.04 Heat Treat Training Program

- A. The Company and the Union will cooperate in the training of heat treat operators.
- B. Basic instructions will be provided by a qualified metallurgist or supervision.
- C. Adequate O.J.T. will be provided two weeks minimum before the trainee will be required to operate the heat treat alone. When being used to fill in because of vacancies, or when signing for heat treat operator, sections Special Seniority Provisions and Methods of Qualification shall apply.

- D. After 80 hours of actual operation, the trainee will be qualified; however, he or she will be obligated to fill in for absences, but will receive the rate of the job he or she vacated, at Company request, if it is higher. Currently one heat treat line is being used, if additional units are brought on line an additional 40 hours of training for the new unit will be added.
- E. Instructions may be provided by basic metallurgy and heat treat training at L.C.C.

## 11.05 Roll Operator Trainee Program

In order to be eligible for consideration as roll operator-trainee, an employee must have spent one year of the last three years in the forge shop. Training will consist of eighty hours spent on forging with a qualified roll operator. Upon completion of the eighty hours, the employee will be a qualified roll operator eligible to sign job postings as a roll operator.

## 11.06 Job Combination

- A. In certain situations one operator may be required to operate:
- 1. Two hardening lines.
- 2. Two wheelabrator blasts.
- 3. Or other classifications where the equipment is operating in an automatic mode.
- B. When the Company implements this Section, the concept of a fair days work for a fair days pay, will apply while allowing employees to take all contractual breaks and lunch periods.

## 11.07 Temporary Job Combination

The parties recognize that when a department or shift is operating in a partial or reduced mode, it may be necessary, from time to time, to assign an employee to temporarily perform the duties in a classification other than his or her own. When such situations occur, the Company and Union will discuss the proposed temporary combination taking into account such factors as the employee's ability, work experience, related nature of work to be performed, safety, etc. If an agreement cannot be reached, the work will then be performed according to instructions by the Company and recourse can be made through the grievance procedure.

ARTICLE XII

#### SKILL AND ABILITY

## 12.01 Determining Skill and Ability

Skill and ability, whenever referred to in this Agreement shall be determined as follows:

- A. Ability shall mean giving the employee the opportunity to demonstrate he or she has the capability to perform the job and progress to the point where he or she can learn the skill involved.
- B. Skill shall mean that an employee has learned to perform the job and has the potential of making satisfactory progress.
- C. Disputes under this section may be determined by a trial on the job or under the regular grievance procedure.

## ARTICLE XIII LEAVES OF ABSENCE

#### 13.01 Personal Leave

- A. Upon written application, a leave of absence for a specified purpose and a specified period of time may be granted to employees at the discretion of the Company. The Company agrees to grant leave of absence whenever feasible. However, no leave shall be granted for the purpose of working elsewhere or for self-employment. If the leave of absence is for a period of ninety days, seniority shall not accumulate beyond the first ninety day period.
- B. An employee having seniority will be granted a leave of absence upon written application and medical proof if required because of illness of his or her spouse, or child. Seniority shall accumulate during such leave of absence for a period of ninety days.
- C. In any instance when the provisions of this section are in conflict with Federal or State law, the law will take precedent.

#### 13.02 Union Leave

- A. Any employee selected or elected to a position in the International or Local Union, or State or County Council, Community Chest Agencies and they are full or part time, shall to continue to accumulate seniority while serving in such capacity. At the end of such leave, he or she will resume his or her standing on the seniority list.
- B. An employee who is on any approved leave of absence for Union Business, shall accumulate retirement credit in accordance with the applicable pension plan if one is in effect.

## 13.03 Military Leave

Any employee who enters into military service during the life of the Selective Service Act of 1948 as amended, will be given military leave for his or her initial tour of duty, to be signed by the employee and the Company and a copy given to the Union. While on such leave, the employee will accumulate seniority and pension credits, if applicable, due him or her in accordance with the law. Upon honorable discharge or separation under honorable condition from the service he or she will be permitted to return to his or her former job or one of equal skill or rate. The employee will have up to 90 days to report after discharge from the service.

#### 13.04 Sick Leave

Any employee having seniority who is known to be ill will be granted a leave of absence during such illness, provided the employee furnishes satisfactory proof of such illness. Seniority shall accumulate on such leave of absence and shall be broken as provided in section Termination of Seniority. The Company reserves the right to have an examination made by the Company Doctor.

## 13.05 Compensable Leave

In Compensable injury and legal occupational disease cases, seniority will accumulate for the full period of legal disability or until seniority is broken under section Termination of Seniority.

#### 13.06 Bereavement Leave

When death occurs in an employee's immediate family such as spouse, parent or step-parent, parent or step parent of a current spouse, child or step-child, brother, step-brother or half-brother or sister, step sister or half sister, grandparents or grandparents of current spouse, or grandchildren, great grandparents, step grandparents, the Company will allow 3 days off with pay based on the most recent Months Union Dues. Proof of death must be given to the Human Resources Department before payment will be allowed. Paid time off will not extend beyond three working days of the latest death or deaths.

#### 13.07 Jury Duty Leave

A. Any employee with seniority who is called to and reports to qualify or serve on jury duty as required by law shall be paid the difference between his or her regular wages for the number of hours, up to eight, that he or she otherwise would have been scheduled to work and the money he or she receives for each day partially or wholly spent in performing the duties of a juror, if the employee would have been scheduled to work for the Company. In order to receive payment under this section, an employee must give the Human Resources Department prior notice that he or she has been

- summoned for Jury Duty and must furnish satisfactory evidence of the summons and the fact that he or she reported and as a result lost time on the days for which he or she claims such payment.
- B. An employee assigned to the third shift will not be required to work on the shift immediately proceeding the time such employee is to report or if the hours scheduled or the distance to be traveled substantially results in such employee losing the scheduled workday prior to or following the day of duty, such employee will be paid his or her regular wages for such day.
- C. An employee assigned to the first shift, and an employee assigned to the second shift will not be required to work on the day such employee is to report and serve.
- D. This section does not pertain to volunteers.

# ARTICLE XIV OVERTIME

## 14.01 Equalization of Overtime

- A. If an employee is scheduled to work and does not report, he or she shall be charged for such time and it shall be considered as an absence the same as a normal work day. The parties recognize that there may be the need to schedule weekend overtime due to breakdowns or to meet customer requirements.
- B. For the purpose of meeting customer requirements, forge shop employees may be required to work up to two hours past their regular quitting time. The foreman will be required to give at least a one hour notice prior to the end of the shift. This provision cannot be applied to any employee more than twice a week.
- C. All the overtime within a department shall be distributed among the employees as evenly as possible within a department, within a shift on a group basis, as set forth in Appendix A, as provided in the equalization program below:
- 1. Extra work in periods of part time operation and overtime shall be equalized among the employees in the group or department who are engaged in similar work. Overtime hours will be maintained within a 50 hour spread within an equalization classification, by shift. It will be the foreman's responsibility to ask the employees to work overtime in proper order of their overtime hour accumulation and to post on the board those employees scheduled to work. It will be the employee's responsibility to look at the posting and speak out if there is an error.
- 2. When there are employees outside the 50 hour spread in a classification by shift, such

employees will be offered overtime in sequence beginning with the employee who has the least hours.

- 3. Notwithstanding the foregoing, daily overtime in any department shall be performed by the employee performing the work during regular hours.
- 4. Employees will not change shifts to equalize overtime. At the beginning of each calendar year the low overtime employee in the department by shift by classification will be returned to zero. All other employees will subtract this amount from their total overtime hours.
- 5. An employee who is working overtime such as a crane operator or truck driver, shall be used if the actual work of driving or operating crane is of short duration, the driver or crane operator will help the other workers involved in the overtime work.
- 6. Committeemen will be carried on the equalization chart the same as other employees, except when they are in for representation purposes they will not be credited with hours worked. At the conclusion of their term of office, the committeeman will be credited with the average hours of the group to which he or she is assigned.
- 7. Hours credited shall be credited as straight time hours, i.e. 3 hours of overtime equal 4 and ½ hours regular time on the chart.
- 8. Monday through Friday in the Forge Department, overtime before or after the regular shift will first be offered to the person or crew normally performing the work. If the person or crew is unable to work the overtime, the offer will then be made to those qualified and in keeping with the provisions of this Agreement.
- D. No employee will be scheduled to work in another classification or department on an overtime basis unless all employees in the classification or department on that shift have been given the opportunity to work the available overtime or a scheduled employee fails to report off in a manner timely enough to schedule a replacement from that classification or department.
- E. All employees' hours will be returned to zero on the effective date of this Agreement.
- F. After attaining seniority, employees will be averaged into the group to which They are assigned.

#### 14.02 Weekend Overtime

A. In the case of Saturday and Sunday overtime, employees in line to work will be

offered Saturday and Sunday overtime as a block on Wednesday. This provision will not apply when a holiday falls on a Thursday and/or Friday. In these situations, Management will offer the overtime on Tuesday. If an employee is absent on Thursday and returns on Friday and was in line to work the Saturday/Sunday overtime, the employee will be given the opportunity to work provided additional employees are scheduled on Friday or the group has been scheduled 100 percent. However, employees who find it necessary to be absent on Thursday and notify their supervisor by Wednesday of that week that they will be available for the Saturday/Sunday overtime, will be afforded, upon their return to work on Friday, An opportunity to work, provided they are in line to work. Employees will not be charged with overtime not worked if they are notified on Friday for the weekend overtime.

- B. If an employee accepts work offered as overtime on Wednesday he or she may change their mind no later than the end of the shift on Thursday, if he or she exceeds this limit he or she will be charged with an unexcused absence unless he or she gives reasonable proof for this absence.
- C. If an employee declines the overtime, he or she will not later be added to the schedule unless all other employees in the equalization group have been offered the overtime.
- D. When overtime occurs on the weekend, in the given classification in the maintenance department, and the Company can not get the manpower to work, it should be offered to the low overtime employees regardless of shift.

## 14.03 Recording of Hours

- A. The Company will maintain a record of such overtime opportunity and such records shall be available for the Union and /or employee to inspect. Such records will be posted in the department by the foreman.
- B. Inverse lay-offs, absences, vacations, sick leaves of less than ten working days, and not accepting overtime offered when properly notified shall be computed as hours worked. Employees called in for emergency purposes or without due notice shall be credited with a total paid hours resulting if work is accepted by the employee.
- C. Employees transferred to a different shift, department or group shall take the average hours of the equalization group or department to which they are transferred.
- D. Employees returning from sick leaves of more than 10 working days or employees returning from a reduction in force layoff shall take the average hours of the equalization group which they return to.
- E. When it becomes necessary for employees to work overtime, they shall not be laid off

- during regular hours to equalize overtime.
- F. An employee putting in overtime in other than his or her own department shall not be charged for hours worked on his or her own department overtime sheet, but he or she will be carried on a separate sheet. Copies of the previous weeks overtime sheets will be available for the Unit Chairman by Wednesday of the next week.
- G. During periods of temporary transfer, overtime will be credited to the employee's normal classification group.
- H. When a change of shift occurs other than by virtue of a job posting, shift preference or on an apprentice mandated shift change such employee will carry his or her overtime hours with him or her.

#### 14.04 Overtime Supplementation

- A. When work remains in a classification for scheduled overtime, after all employees who hold the classification have been asked and scheduled, employees will be asked, and scheduled starting with the lowest overtime employee on that shift in the department in the remaining classification.
- B. When extra employees are needed to cover for absences in periods of reduced overtime operations on production units, employees will be asked starting with the lowest overtime employee on this shift in the department. This extra employee will exercise seniority only on a job that is vacant because of absenteeism.
- C. Mag qualified probationary employees may be used in Department II before employees from other departments are offered overtime on the magnaglow.

## 14.05 Mandatory Overtime

- A. When overtime is required, all necessary employees, if scheduled, will be obligated to work such overtime. When employees of the Maintenance and Die Room Departments are required to work in order to support a production work cell the employees will work out their own schedules in order to accommodate the necessary coverage.
- B. In the event a critical production machine or tooling is down and is to be repaired during overtime hours, it shall be mandatory for Maintenance and Die Room employees to work as necessary. However, such employees will work out their own schedules to accommodate the necessary coverage.

- C. When mandatory overtime is applied to weekend overtime an employee shall not be required to work two consecutive weekends.
- D. No employee will be forced to work Holiday weekends.

# ARTICLE XV HOURS AND WAGES

## 15.01 Regular Work Week

The regular work week shall be 40 hours and the regular work day shall be 8 hours.

- A. For payroll purposes only, the seven day work week shall start at 12:01 a.m. Monday and end 168 hours thereafter. Saturdays, Sundays and holidays will stand alone and be paid as premium days.
- B. The seven day work week of the third shift shall start Sunday night at the regular starting time for each person and end 168 hours thereafter. (No premium pay shall be due for such Sunday time as such). This provision will only be changed with prior notice and discussion with the Union.

## 15.02 Premium Pay

Computing of overtime wages of piece workers is to be in conformity with the Fair Labor Standards Act of 1938 under Section 7 as amended. Overtime will be paid as follows:

- A. Time and One Half
- 1. For all hours worked in excess of the hours mentioned above.
- 2. For the first eight hours of work performed on Saturday, except when a shift starts on Friday.
- B. Double Time
- 1. For all work performed in excess of eight on Saturday.
- 2. For all work performed on Sundays except when a shift begins on Saturday.
- 3. For all work performed on a contractual holiday, except when the shift starts on the

day preceding.

4. Employees from the first or second shifts who are requested to work and punch in on Sunday will be paid for all time worked, up to their regular starting time at the rate of "Double Time". This does not include employees who on their own punch in early.

## 15.03 Third Shift Premium Pay

Above provisions on Time and One Half and Double Time shall not apply to the third shift so long as such third shift shall start Sunday night in accordance with section Regular Work Week, in which case the following rules will prevail.

- A. For all work in excess of forty hours per week and for all work in excess of eight hours a day per day as defined in section Regular Work Week.
- B. For all work performed in excess of eight hours on the third shift starting at the regular starting time Friday night as defined in section Regular Work Week.
- C. For all work performed on the third shift starting at the regular starting time Saturday night as defined in section Regular Work Week.
- D. For all work performed on the third shift starting at the regular starting time on the morning of any of the designated holidays as per paragraph B, section Premium Pay.

#### 15.04 Lunch Period

- A. There will be an unpaid lunch period of thirty minutes as follows: 11:00 a.m. to 11:30 a.m. for the day shift and 7:30 p.m. to 8:00 p.m. for the second shift. In the event that the shifts are scheduled without a lunch period or a scheduled third shift, the lunch period for incentive workers will be taken between the third and fifth hours of the shift unless the unit has a reliefman. If no down time occurs in these hours, fifteen minutes at day rate will be paid in addition to regular wages. The above lunch hours will not be changed without prior notification and discussion with the Union.
- B. When desirable for continuity of operations, the Company may schedule some employees for a lunch period \_ hour before or after the regular lunch period, but will keep the number of such employees to a minimum. If an employee is not allowed a thirty minute lunch period for his or her shift, he or she shall be paid for the lunch period. No regular lunch period will be changed without notification to the Union.
- C. On jobs where an employee will be scheduled to work on a straight shift without the lunch hours as spelled out in the Agreement, he or she will be relieved when required or lunch on the job. On jobs where employees are scheduled to work on a three shift

basis and cannot lap over to receive their eight hour day, they will be permitted a fifteen minute paid lunch period during their shift. Pay will be day rate.

# 15.05 Special Shifts

There will be no change in the starting time of a regular shift except after notification and discussion with the Union. It is recognized that, as required by operational situations, an employee may be scheduled for a shift which begins and/or ends at other than starting time or ending time of the regular shifts. An employee will not be assigned to a special shift except at the beginning of the work week and such special shift shall continue for at least that week.

## 15.06 Pay Day

- A. Pay day shall be Friday on the job (with the exception of the second and third shifts who will be paid Thursday night). Any employee who is absent the following day without reasonable cause more than twice in a year will lose the privilege of receiving his or her check on Thursday for one year from the date of the second offense.
- B. Second shift employees will be given their checks by the end of their shift Thursday night or at the time they leave with an excused pass, if checks are available.

#### 15.07 Union Time

In the event a committeeman, executive board member or an officer of the Union is called from his or her job during the day because of Union duties, the time so taken shall, for the purpose of computing overtime pay, be considered as time actually worked, provided notice is given to his or her foreman before leaving. Verification will be provided to the Company upon request.

## 15.08 Shift Premium

- A. The Company agrees to pay the second shift a premium of .50 cents/hour and the third shift a premium of \$1.00/hour.
- B. Night shift premium will be paid to all employees who are scheduled to work on the night shift, providing there is a break between shifts.

## 15.09 Time Clocks

All employees will punch in, ready to work, at the clock assigned to their department.

## 15.10 Steel Yard

A. The employees working the classifications identified in Appendix A, Steel Yard, do not have the right to decline available work in the Steel Yard. When no work is available in a given classification the affected employees will be assigned to work

traditionally performed by them, which includes but is not limited to, unloading trucks, restacking bundles, straightening up the yard, working with another shear crew, etc.

- B. Employees in the Steel Yard will have break times as follows:
- 1. A twelve minute break during the third hour of work.
- 2. A thirty minute, unpaid, lunch break during the fifth hour of work.
- 3. A twelve minute break during the seventh hour of work.
- 4. Breaks cannot be combined.

## 15.11 Classroom Training

The following procedure will be used for employee training except for apprentices.

- A. Training during normal work hours shall be mandatory.
- B. Ordinarily, training scheduled outside normal work hours shall be voluntary. However, if the Company determines that a subject of training is to be held outside of normal business hours, the Company can assign employees to attend, thereby making their attendance mandatory.
- C. The employee must fulfill the course requirements.
- D. If the training is required to be awarded or to maintain a job, the time spent will be paid at the employee's regular rate of pay.
- E. Mandatory training will be paid at the employee's regular rate of pay.
- F. Training will be mandatory in the Skilled Trades when such training is necessary due to new technology or equipment being introduced at Forge and the affected employees are not trained in the operation or maintenance of such new technology or equipment.
- G. Employee-In —Training and Apprenticeship Programs will be developed to accommodate the needs of Bharat Forge within the UAW, State and Federal guidelines.

- H. Forklift operator training will be provided to new employees.
- I. Out of town training expenses will be paid by the Company.

# ARTICLE XVI REPORTING PAY

# 16.01 Reporting Pay

- A. Any employee who is called or who reports to work on his or her regular shift without being notified not to report and is sent home because of no work will be paid a minimum of four hours pay at his or her day rate, except under conditions beyond the control of the Company. He or she is to accept whatever reasonable work is offered him or her in his or her department.
- B. The Company will announce the plant closing on the radio as far in advance as possible. If employees do not hear the announcement and come into work, they will accept whatever reasonable work is offered.

# ARTICLE XVII CALL- BACK PAY

## 17.01 CALL BACK PAY

Any employee called in off his or her shift will be worked or paid a minimum of four hours at premium pay. An employee who is called to start work early to replace an employee who is absent or leaves the plant without prior notification will be compensated in accordance with section Premium Pay. Such employees shall not be denied the privilege of working their scheduled shift.

# ARTICLE XVIII WAGE INCENTIVE PLAN

## 18.01 Wage Incentive Plan

- A. The Company is redesigning the wage incentive plan which will tie together the key elements of safety, production quality, quality/scrap rate, rework costs equipment and tooling. This plan will more accurately reward employee's efforts while providing the Company with a plan that will bring focus to the critical elements that are necessary for its success.
- B. The Gainsharing Program agreed to during the last Contract is discontinued.

## 18.02 Time Studies

When time studies are taken, the operator shall be informed that he or she is being studied. If new equipment is to be studied, or new data is developed, the Company will share the information with the Union. The Union may have the UAW Time Study Department review the Company studies. Any disputes shall be subject to the Grievance Procedure. During the timing of jobs, the crews shall be allowed to work under normal working conditions.

18.03 Incentive Pay

Any Forge Department or cold press employee covered by the wage incentive plan performing work as an integral crew member directly involved with production whose moves must coincide with the rest of the production crew will be paid on the incentive basis as set forth in Appendix A. Harwood Plan will be used with earned hour incentive plan.

18.04 No Pay for Scrap or Rework

Any scrap or rework that is identified and proven to be the fault of a specific crew member will be deducted from the piece count using the daily inspection scrap/ rework ticket and the weekly scrap/rework report from the Secondary Department. Such deduction will not be made for any scrap/rework identified more than seven days after it was produced. Crews can't be charged for pieces reworked when approved by management.

18.05 Spec. Sheets

If a job has been run before, the incentive spec. sheets will be available in the forge office.

18.06 Floor Worker

The floor worker's duties have been folded into the non incentive general labor classification.

# ARTICLE XIX NEW CLASSIFICATION AND RATES

#### 19.01 New Classification and Rates

A. At the start of a new job that cannot properly be placed in an existing classification, the Company will notify the Chairman of the Bargaining Committee in writing, of such new classification, of the rate that the Company has applied to it, and of the basis of payment (day work or incentive).

- B. The classification, rate and basis of payment shall become permanent within fifteen working days after such notice is given by the Company unless the Chairman of the Bargaining Committee, within the last five working days of such period, requests, in writing, a meeting with the Company for discussion of such classification, rate or basis of payment.
- C. If the Union so requests such discussions, the Bargaining Committee and the Company shall each expend its best efforts to conclude such discussions, in a Mutually satisfactory manner, within ten days following the Union's request.
- D. If a rate on a new job, as so negotiated, is higher than the rate the Company originally established for such job, such negotiated rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the Company and the Bargaining Committee.

# ARTICLE XX HOLIDAYS

# 20.01 Holidays

Ten holidays will be allotted per calendar year

First Year:

July 4 and 5, 2005 September 5, 2005 November 24 and 25, 2005 December 23 and 26, 2005 December 30, 2005 January 2, 2006 May-29; 2006

Second Year;

July 3 and 4 2006 September 4, 2006 November 23 and 24, 2006 December 25 and 26, 2006 January 1 and 2, 2007 May 28, 2007

Third Year:

July 4 and 5, 2007 September 3, 2007 November 22 and 23, 2007, December 24 and 25, 2007 December 31 2007 January 1, 2008 May 26, 2008

Forth Year:

July 3 and 4, 2008 September 1, 2008 November 27 and 28, 2008 December 25 and 26 2008 January 1, and 2 2008 May 25, 2008

Fifth Year:

July 3 and 6, 2009 September 7, 2009 November 26 and 27, 2009 December 24 and 25, 2009 December 31 2009, January 1 2010 May 31 2010

## 20.02 Eligibility Rules

A. Employees eligible under these provisions shall receive eight hours pay at their

- regular straight time hourly rate exclusive of night shift and overtime premium for each such holiday.
- B. In the case of an incentive worker, the employee's earned rate exclusive of night shift and overtime premium for the week in which the holiday falls or most recent prior week he or she worked shall be used.
- C. Eligibility Provisions
- 1. The employee has seniority as of the date of the holiday, and
- 2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- 3. The employee must have worked the last full scheduled day prior to and the next full scheduled work day after such holiday within the employee's scheduled work week. Saturdays shall not be considered a scheduled work day for the purpose of this paragraph.
- 4. A holiday or holiday period will be considered a singular day, regardless of the number of days involved.
- 5. Employees with the necessary seniority who have been laid off in a reduction of force, or who have gone on sick leave within 30 days prior to the holiday shall receive pay for such holiday.
- 6. When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls. When one of the above holidays falls within an eligible employee's approved vacation period, and he or she is absent from work during his or her regularly scheduled work week because of such vacation, he or she shall be paid for such holiday. When an eligible employee is on an approved leave of absence and returns to work following the holidays but during the week in which the holiday fell, he or she shall be eligible for pay for that holiday.
- 7. All employees who may be requested to and do work on any of the above full holidays shall receive eight hours holiday pay under this section in addition to Double Time provisions of this Agreement.

8. Employees who have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive pay for the holiday. 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 and Federal Government it shall be observed and paid as such holiday.

# ARTICLE XXI VACATION AND VACATION PAY

## 21.01 Vacation time off

Absences for scheduled vacations shall be allowed on the following basis:

- A. Employees must apply for all vacation time at least one week prior to the first vacation day desired. (Exceptions for specific problems shall be at the sole discretion of the Company).
- B. The Company will grant on a classification basis, provided however, that by so doing, that the staffing of such classification of four or more employees will not be reduced below 75% at any given time. In classifications of four or less at least one employee will be allowed vacation for any given period.
- C. Vacations will be granted on a first submitted first granted basis. If two or more apply for the same period on the same day then seniority will prevail, when only one can be granted.
- 1. Once vacations are approved, they will not thereafter be canceled or changed within the department where it was initially approved without the mutual consent of Management and the employee.
- 2. An employee desiring to cancel his or her vacation must notify Management as soon as possible but in no case, not later than one half hour before the employee's shift starting time. If the notification is less than one half hour, the employee will be placed at the bottom of the seniority list for purposes of the initial lineup.
- D. Employees having I but less than 3 years seniority- 5 working days
- E. Employees having 3 but less than 5 years seniority- 10 working days
- F. Employees having 5 but less than 10 years seniority- 15 working days
- G. Employees having 10 but less than 20 years seniority- 20 working days

H. Employees having 20 years and over- 25 working days

## 21.02 Vacation Pay Allowance

- A. In lieu of vacation with pay, employees with one or more full years of seniority shall receive a vacation pay allowance. Such payment shall be made on the fifteenth day of the month of the employee's anniversary date and the amount of the payment shall be based upon the years seniority accrued at the time of the payment.
- B. Vacation pay allowance will be based on the average hourly rate earned by an employee from the first pay period in October through the second pay period in December. Such rate of pay shall not include shift or overtime premiums.
- C. An employee is eligible for vacation pay allowance jibe or she has worked a full 50% of the fifty-two pay periods prior to his or her anniversary date and has scheduled at least one week of vacation.
- D. Any employee retaining seniority as of his or her anniversary date of any year who is ineligible for full vacation, shall be eligible for partial vacation pay and shall be paid one twenty-sixth (1/26) of the vacation pay allowance for each pay period during which he or she worked within his or her vacation pay eligibility year.
- E. If any employee retires, dies, enters into military service or quits with notice, he or she shall receive his or her portion of the vacation pay allowance when the incident occurs. In the event of death, the vacation pay allowance shall be paid to the employee's legal heirs or estate.
- F. Vacation pay will be based upon:
- 1. Employees having one year or more seniority, but less than two years seniority, shall receive 40 hours pay.
- 2. Employees having two years seniority, but less than five years seniority, shall receive 80 hours pay.
- 3. Employees having five years or more seniority, but less than ten years seniority, shall receive 100 hours pay.
- 4. Employee having ten years or more seniority, but less than fifteen years seniority, shall receive 120 hours of pay.

- 5. Employees having fifteen years or more seniority, but less than twenty years seniority, shall receive 140 hours of pay.
- 6. Employees having 20 or more years of seniority shall receive 170 hours of pay. Notwithstanding the foregoing for 2005 only, employees with 20 or more years of seniority shall receive 200 hours of pay

## G. Advance Vacation Pay

- 1. An employee who, by virtue of his or her years of seniority and the number of pay periods worked during the previous 52 weeks, may apply for an advance vacation pay of 40 hours. This pay will be based on the average from the last month union dues prior to the approve vacation period provided.
- 2. The employee must have an approved vacation of at least one full week
- 3. The employee must make application for the advance vacation payment at least two weeks prior to the vacation time off period.
- 4. The employee must take the vacation.
- 5. Recovery of the advance vacation pay made to an employee who does not take the vacation time off will be made.
- H. Retained Vacation Pay

An employee may authorize the Company to hold vacation pay to be apportioned to the employee at a later date. Once held, the employee must notify the Company at least one week in advance that he or she desires to receive all or a portion of this pay. Any retained pay will be held no longer than the first week in December and will thereafter be paid to the employee.

## 21.03 Deer Hunting

In order that all employees who wish to use their vacation time during the deer hunting season may do so. For the first two days of the deer hunting season, production units will not be reduced below 60% capacity. The remainder of the season the production will not be below 75%. In all other classifications the Union will cooperate by allowing key positions to be filled to keep loss of production to a minimum. All such vacation slips will be turned in between September 15th and October Employees will be allowed to go by seniority. Employees will be notified by October 15th whether vacation is granted or denied.

#### ARTICLE XXII INSURANCE 22.01 Insurance Providers

During the term of this Agreement, the Company agrees to provide group insurance benefits. Commencement and duration of coverage and the nature and amount of benefits shall be as set forth in the master insurance policies and the rules and regulations contained in the Summary Plan Description (SPD). The employer's only obligation is for payment of its share of premiums for insurance coverage. Any claims between the employee and any of the carriers or administrators shall not be subject to the Grievance Procedure of this Agreement. The employer shall elect or change the insurance carriers/administrators at its discretion. The Company will provide the Union with advance notice and an opportunity to provide input prior to a change in insurance carriers/administrators. In the event the Company changes insurance carriers/administrators, comparable benefits shall be provided. The provisions of this paragraph apply only to medical, dental, prescription, hearing, vision, short term and long term disability, life and accidental death provisions contained in the plan. All seniority employees as defined in the Agreement shall be eligible to participate in the Group Insurance Programs. A full description of the Plan is contained in the Summary Plan Document (SPD).

## 22.02 Health Insurance-Active Employees

As of the date of this Agreement, the following insurance benefits are in effect for active employees and their eligible dependents.

## A. Blue Choice Point of Service

Managed care group health care benefit option 2, POS, POS-CR-80/20/1000, BMT, CNM, CNP, CRNA, DC, ECU", ESRD, GCO, GLE-1, HMN, RAPS, SUBRO2, SOCT, IN-DR100/200, POS-DR250/500, Preferred Rx, PD-CR10, PCD, PD-CM, MOPD-2,

## B. Blue Care Network

BCN-5, Dependent Child Continuation, 0010, Substance Abuse Rider 5/5/5, Preferred Drug \$10 copay including needles, syringes and contraceptives.

## 22.03 Sick and Accident Insurance

The core benefit for weekly benefits will be \$245.00 per week for non-occupational sickness and accident beginning on the first day of hospitalization and the 15th day of accident or sickness and continuing for 52 weeks, Payment of insurance premiums will be

in accordance with the Agreement. By making additional employee contributions, employees may elect to increase their sickness and accident benefits, in \$30 per week blocks, to a maximum of the lesser of \$425 per week or 70% of the weekly average wage that they earned (including overtime) during the first 39 pay periods of the calendar year. The weekly average wage for employees who did not work the full 39 pay periods will be the average for the time they did work.

#### 22.04 Life and Accidental Death and Dismemberment Insurance

The core benefit for Life Insurance and Accidental Death and Dismemberment amount shall be \$25,000.00 each. Payment of insurance premiums will be in accordance with the Agreement, By making additional employee contributions, employees may elect to increase their life, and accidental death and dismemberment insurance in blocks of \$5000 up to a maximum of \$200,000 total coverage. Dependent life insurance (\$2000 for a spouse and \$1000 for each child) may be obtained through additional employee contributions.

## 22.05 Dental Insurance

As of the date of this Agreement, the dental insurance provided for active employees is as follows. As a CORE benefit payment of dental insurance premiums will be in accordance with the provisions of this Agreement.

#### A. Delta Dental

- 1. OPTION 1: Pay 100% of the treatment costs for Preventive, Diagnostic, Emergency Palliative, and pay 85% of the balance of Class 1 benefits including Radiographs. Delta Will pay 60% of treatment costs on Class II and Class III benefits, There is a \$1000 per person total per year for Class I and Class IL Delta's payments for Class III Benefits shall not exceed a lifetime maximum of \$1000 per eligible person. There is a \$50.00 deductible per person per year limited to \$100.00 family maximum on Class I and Class and \$50.00 lifetime deductible on Class III.
- 2. OPTION II: Delta Dental will pay 100% of treatment costs for Preventive, Diagnostic, Emergency Palliative, and pay 50% of the balance of Class I benefits including Radiographs. Delta will pay 50% of Class II benefits. There is an \$800.00 per person total per contract year for Class I and Class II. No Class III benefits (orthodontics) are offered with this option.
- B. Midwestern Dental Insurance: Offer Midwestern Dental Plan "A".

#### 22.06 Vision Insurance

- A. Employees may elect to add vision care by utilizing the amount available under the cafeteria plan or by additional employee contributions to their cafeteria plan.
- B. As of the effective date of this Agreement vision care provided the following benefits.

# 22.07 Payment of Insurance Premiums For Active Employees

- A. The Company will contribute toward the premium payments on health, dental, vision, sick and accident, and life and accidental death and dismemberment insurance for active employees on a cafeteria plan basis. Except as specified in C., below employees will have the option to select benefits that meet their individual needs.
- B. If an employee elects a combination of insurance for which the total of the premiums is a total greater than that provided by the Company's contribution under the cafeteria plan, the employee will be responsible for payment of the excess through pre-tax payroll deductions.
- C. Unless an employee demonstrates that he or she has equivalent coverage through some other source, the following minimum core benefits must be selected: single medical insurance, single dental insurance, sick and accident insurance with a \$245 weekly benefit, and accidental death and dismemberment insurance with a \$25,000 benefit.
- D. The Company will offer additional benefit options above the basic levels in sick and accident insurance, and life insurance in the cafeteria plan. Spousal and dependent life insurance will be offered at the employee's expense.

## 22.08 Effective dates of Coverage

The insurance for present employees as above stated shall be in effect from and after the date of the signing of this Agreement, providing the employees shall maintain proper signed forms authorizing pay deductions as stated therein. All employees hired after the date of this Agreement will become insured on the 10th day of the month following the date they have completed their probationary period.

## 22.09 Coverage of Laid Off Employees

- A. In case of lay-off, The Company will pay group medical insurance premiums, except for the co-pay if applicable, for employees and eligible dependents on the 10<sup>th</sup> ' of the first and second month following that in which the employee is laid off, with employee option to pay life insurance. The employees at their option may continue this insurance by paying premiums For life insurance and/or group medical insurance for a total of 12 months or as allowed under COBRA.
- B. In the event a laid-off employee shall have paid the cost of insurance for any month as

provided in Paragraph A. and shall be recalled to work during that month, the Company shall refund in direct proportion to the number of days worked against the number of regular working days in the month. For instance, if an employee works nine days in a twenty-one working day month, he or she shall be refunded nine twenty-firsts (9/21) of the insurance paid.

## 22.10 Coverage for Worker's Compensation Leave

When an employee is absent because of compensable disease or injury, the Company shall pay its share of premiums, except for the co-pay if applicable, for insurance for up to 12 months while workers compensation is paid or payable.

# 22.11 Coverage for Personal Sick Leave

When an employee is away from work because of non-compensable sickness or accident and is drawing the benefits provided in this Article, the Company shall pay its share of premiums for life insurance for six months and group medical insurance, except for co-pay if applicable, for twelve months following that in which the employee commences such time away from work.

## 22.12 National Health Program

It is mutually agreed that in the event of the enactment of a mandatory national health program, either party to this Agreement may reopen this Agreement with ten days written notice to the other party, but such reopening shall be strictly be limited to health care issues. Under no circumstances may any other section of this Agreement be reopened during the life of this Agreement.

## 22.13 Coverage for Seniority Employees Recalled as Vacation Replacements

Seniority employees recalled from lay off for the purpose of vacation replacements from June 15` through Labor Day will not be entitled to Company paid group medical insurance, Life and A.D.&D., Delta Dental Insurance or any Company paid holidays. In the event that an employee starts collecting S&A benefits, under this section than Workers Compensation shall not apply. However, if at the time of such recall the employee has Company-paid insurance pursuant to the Agreement, such coverage will not be terminated, If such recalled employee(s) remains at work after Labor Day, he or she will then be entitled to all benefits. In the event the number of seniority employees recalled from layoff exceeds fifteen from June 1" through Labor Day, the most senior of such recalled employees will be entitled to all insurance benefits and any applicable holiday as provided by the Agreement.

## 22.14 C.O.B.R.A.

Effective April 1", 1988 the Consolidated Budget Reconciliation Act of 1985 will take effect for all employees covered by the Agreement, herein after referred to as COBRA.

## 22.15 401(k) Employer Contribution

- A. If an employee can provide sufficient documentation which demonstrates that he or she has medical insurance coverage at least equal to that provided as single person coverage under this Agreement, he or she may decline medical insurance coverage and have the Company transfer 65% of the unused portion of the Company contribution to the cafeteria plan to his or her 401(k) account on a pre-tax basis.
- B. The Company contribution to the cafeteria plan is outlined in Appendix B and the Company contribution to the 401 (k) plan is outlined in Appendix C.
- C. If a change occurred in the spouse (dependent) status they could be re-enrolled into the plan. Such re-enrollment will be effective the last of the month following notification of change of family status.

## 22.16 Section125 Flex-Fund Plan

- A. The Company and Union mutually agree to implement a Section 125 (tax code) Flexible Funding Plan that allows for the employee, through a pre-tax Payroll deduction, to make contributions to funding accounts for payment of monthly insurance premiums, miscellaneous medical expenses (not covered in our insurance program) and child care expenses.
- B. These funding accounts will be administered by an independent benefits administrator who will provide updated reports on the status of each participants account. Employee reimbursement checks, where applicable, will be mailed to each participant on two designated days per month. The reimbursement checks will be for accumulated expenses of \$25.00 or greater. Accumulated expenses less than \$25.00 will be paid out once each quarter.
- C. Employee contributions to the Flex-Fund Plan which are not recovered during the Plan Year will be distributed equally to the Plan participants.

## 22.17 Hearing Aids

The Company, through its insurance carrier, will furnish suitable hearing aids to those having defective or loss of hearing problems directly connected with their job, at no cost to the employee. This includes hearing examinations. If both ears are bad, 2 aids will be furnished if prescribed.

#### ARTICLE XXIII

#### C.O.L.A

## 23.01 Cost -of -Living Allowance (C.O.L.A.)

- A. Each employee covered by this Agreement shall receive a cost-of-living allowance of \$.85 per hour. That amount shall remain capped for the duration of this Agreement.
- B. The cost-of-living allowance provided for in this section shall be added to each employee's clock card hours only and shall not be included in the expected earning rates for the purpose of computing incentive wages.
- C. The cost-of-living allowance will be paid on vacation pay, jury duty, bereavement pay, and for early departures as defined in Section on Doctor Appointments. The cost-of-living allowance will be paid on all overtime hours worked at rate of Time and One Half and Double Time as outlined in section Premium Pay.

# ARTICLE XXIV SAFETY AND HEALTH

## 24.01 Safe Place of Employment

The Company will endeavor to provide a place of employment that shall be safe for the employees therein and to furnish and use safety devices and safeguards, and to adopt and use methods and processes adequate to render such places of employment safe, and to do every thing in its power and knowledge to protect the life, health, and safety of such employees, The Company will endeavor to repair and maintain every place of employment as to render it safe. The terms "safe" or "safety" as applied to any employment or place of employment shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health, and safety of employees or the public. Employees will follow all reasonable safety rules and wear safety equipment as required at all times.

## 24.02 Accident Reports

A. Accident reports shall be kept arid maintained by the Company and shall be made available on request of the Labor/Management Health and Safety Committee.

- B. In cases of injury, no matter how slight, the employee must report to the foreman who will complete an accident report which will then be signed by the foreman and employee. Injuries must be reported on the day of the injury. If an employee is down due to any injury or illness, an ambulance will be called immediately.
- C. A copy of each accident report will be made available to the Union.

#### 24.03 Unfavorable Conditions

- A. It is mutually agreed between the Company and the Union that when unfavorable working conditions exist because of extreme heat, cold, or impure air, the Company and the Bargaining Committee shall take whatever action is necessary to correct the condition, but in all cases no employee will be disciplined for refusing to work under these conditions providing he or she does not abuse the right to do this.
- B. The Company agrees to maintain a joint Labor/Management Health and Safety Committee. The committee shall be composed of representatives of Management and Bargaining Committeemen on a rotation basis if feasible.
- C. The joint Labor/Management Health and Safety Committee will make a plant inspection at least once a month. Reports of this inspection will be given to the Bargaining Committee and discussed at the joint meetings between the Union and Company as established else where in this Agreement.
- D. Unfavorable conditions found during audits by the joint Labor/Management Health and Safety Committee will require a prompt written reply from the maintenance department.

## 24.04 Unsafe Equipment

No employee shall be required to work on a job or machine while its safety is being questioned by the joint Labor/Management Health and Safety Committee. The unsafe condition will be reported to the department supervisor who will take immediate action to correct the situation. When the safety of a job is involved and it is shut down by the foreman following its being reported to him by any employee or member of the Safety Committee, the employee so affected will be transferred to other available work until the job affected is running again.(Production Interruption sections shall apply).

## 24.05 Protective Clothing

A. The Company agrees to furnish a reasonable supply of protective clothing for

employees who are temporarily doing work in inclement weather. The employee shall check out the protective clothing from the stockroom and shall either check the protective clothing back in at the end of his or her shift or be responsible for the cost of the protective clothing. The cost of the protective clothing shall be deducted from the employee's paycheck. Such clothing win be repaired and cleaned.

- B. The Company will furnish, without cost, on an exchange basis, suitable gloves for welders, for special applications, or for other jobs of an unusual nature.
- C. All boots purchased must have metatarsal guards.

# 24.06 Doctor Appointments

- A. In cases where an employee has been injured and has been given first aid treatment and later feels he or she needs to go to the doctor or discovers that he or she has an occupational disease, the Company will make an appointment with the Company Doctor at once. This appointment will not be unduly delayed for any reason upon request by the employee. He or she will not have to wait until the end of his or her shift for such treatment from the doctor.
- B. If an employee is injured and is treated by the Company First Aid Attendant and has not been sent to the doctor but feels he or she needs a doctor's attention, upon his or her request he or she will be sent to the doctor.
- C. In cases where an employee is sent to the Company Doctor because of injury or occupational disease on the day of the injury or at the onset of the disease and is sent home by the doctor because of the injury or the occupational disease, the employee shall be paid for the remainder of his or her shift at a rate of pay based on the most recent month Union dues.
- D. If the doctor sends the employee back to work and tells him to try to do his or her job on the day of injury and the employee is unable to do so, he or she will be sent back to the doctor.
- E. It is agreed in cases where the Company Doctors cannot make an appointment for treatment of compensable injuries except during the employee's regular shift, the Company will pay for reasonable time off the job at his or her day rate. In case of a day shift employee, his or her appointment will be made not later than one hour before the end of his or her shift. In the case of a night shift employee, his or her appointment will be made no earlier than one hour before the start of his or her shift. This will be the practice if the doctor's schedule will allow.

F. Any employee who wants a copy of the Company Doctor's report shall be given one within fifteen days following his or her request to the Human Resources Mgr.

## 24.07 Safe Work practices

- A. No employee will be required to work alone in the plant. In situations requiring the services of only one bargaining unit employee, a member of Management or other suitable Company employee (excluding security guard) will accompany such employee in the plant.
- B. No employee will be required to clean or work in the tunnel alone.
- C. Employees will be provided adequate instruction and training in equipment operation and safety devices before being required to work on a job or machine.
- D. It shall be standard practice for safety that adequate length keys will be provided. The keys will be five inches longer than the ram, sow block, or die.
- E. Only employees qualified as lift truck operators will be permitted to operate regular lift trucks.
- F. Lift trucks shall not transport more than one tub at a time whether empty or full.
- G. No man-cooling fan is to be connected or disconnected except by a qualified electrician until safe connectors are installed. All electrical cords on fans, trim presses, conveyors, etc. will be inspected by an electrician periodically and repaired immediately if repairs are needed.

## H. Crane Operation

- 1. A maintenance crew member or other qualified person will operate the crane in the forge shop under the direction of the crew leader or through remote controls. When a crew leader is required, the foreman will designate a person from the maintenance crew to direct the moves of the crane operator.
- 2. In the steel yard, an employee on the ground will direct the moves of the crane operator or will operate the crane himself through remote control.
- I. Before any employee operates a press of any type in the Secondary Department, he or

she must first receive proper instructions on the use and adjustment of hand restraints and safeties, and must be familiarized with the press itself and related equipment.

## 24.08 Safety Glasses

- A. The company will furnish, without cost, comfortable fitting safety glasses and special safety devices as are commonly itemized as regular equipment on jobs. When such devices are furnished the employees shall use them.
- B. The Company agrees to provide prescription safety glasses with permanent side shields to all employees. New employees will be required to buy their own, and will be reimbursed after six months of employment. If the employee's glasses become damaged, caused by working on the job, the repair and replacement will be made at no cost to the employee. The frames will be adjusted for maximum comfort. The Company will not pay for eye examinations.

# ARTICLE XXV CALL IN

## 25.01 Call In Procedure

- A. Any employee not on an authorized leave of absence who fails to report to work on any day for justifiable cause without notifying the Company in person or otherwise, 30 minutes prior to his or her shift, however no later than 30 minutes after start of shift without being able to prove his or her inability to do so, the following procedure shall be used:
- 1. First instance shall be subject to a written warning.
- 2. Second instance shall be subject to discipline not to exceed 5 days off.
- 3. Third instance shall be subject to discharge.
- B. Violations shall not accumulate beyond a 12 month period. Employees are required to report absences on the designated call-in line. Regardless, if an employee is tardy or absent, failing to call in within 30 minutes after the start of his or her starting time will be considered no report.

# ARTICLE XXVI DISCIPLINE PROCEDURE

26.01 Discipline Procedures - Generally

- A. All discipline will be issued within four working days of the incident unless it is impossible For the Company to have known of the infraction. This period may be extended upon mutual agreement between the Union and Management. The term "working days" does not include Saturday, Sunday, or holidays.
- B. All disciplinary action is subject to the grievance procedure.
- C. Whenever a matter of discipline is being discussed with an employee, the employee will be represented by a committeeman unless the employee notifies Management, in writing, that he or she does not desire representation.
- D. Discipline will be administered uniformly and will be applied in a progressive and corrective manner and in compliance with the procedures set forth in this document

## 26.02 Discipline Procedures for Other Than Absentee Control

- A. In taking progressive disciplinary action, nothing in the employee's record beyond twelve months prior to the alleged violation will be used.
- B. Violations of any shop rules not having to do with attendance are subject to Disciplinary action under this section.
- C. In cases of severe violations of the shop rules or rules impacting on safety, disciplinary action may be entered at an advanced stage.
- D. The normal progression of disciplinary action under this section shall be as follows.
- 1. First instance of any rule shall be subject to written Warning.
- 2. Second instance of any shall be subject to time off not to exceed 3 days off.
- 3. Third instance of any shall be subject to time off not to exceed 10 days.
- 4. Fourth instance of any shall be subject to discharge.

## 26.03 Absentee Control Program

- A. For violations of the rules on absenteeism the following procedure and definitions will be used.
- B. Absenteeism is considered to be any of the following.

- 1. Absence from work without a reasonable excuse will include both a full day of absence standing alone, or two partial days of absence within a 45 day period. (more than 4hrs worked will be considered a partial and less than 4hrs worked will be considered a full days absence)
- 2. Reporting late for work twice within a thirty day period.
- 3. No report as defined in the Call-In Procedure section.
- C. The first instance of two unexcused absences within 90 days will be subject to an absentee control letter.
- D. After an absentee control letter has been issued, additional absenteeism will result in the following disciplinary steps:
- 1. First additional instance shall be subject to a written warning.
- 2. Second additional instance shall be subject to time off not to exceed 2 days
- 3. Third additional instance shall be subject to time off not to exceed 15 days
- 4. Forth additional instance shall be subject to discharge
- E. In the case of partial day absences or reporting late for work, one of the incidents of absence or one of the incidents of reporting late for work may have taken place prior to the issuance of the absentee control letter.
- F. For purposes of this section, the absentee control letter and the entire absentee record will clear one year after the date of the last absentee related infraction.

#### ARTICLE XXVII

#### CHANGE OF ADDRESS

## 27.01 Change of Address

It is the employee's responsibility to keep Management informed of his or her proper address on the forms provided by the Human Resources Department. The employee shall receive one copy and will be sent to the Chairman of the Bargaining Committee, and the Company shall retain the original copy. The Company shall be entitled to rely upon the last address shown on

its records for all purposes. When an employee does not report for work within five days because of incorrect address he or she shall lose his or her seniority rights subject to appeal under the grievance procedure.

## ARTICLE XXVIII SUBCONTRACTING

## 28.01 Subcontracting

- A. Production and Skilled Trades work within the plant shall not be subcontracted (except in emergencies or where there are legitimate business reasons for such subcontracting) where the work is normally and usually performed by employees in the bargaining unit and appropriate equipment and qualified employees are available to do such work.
- B. Management will meet and discuss with the appropriate Committeeman, and the Unit Chairman to resolve make or buy decisions based on a financial analysis for the effected area.
- C. In order to provide a normal work week, no Bargaining Unit Work within the plant shall be subcontracted where the work is normally and usually preformed by employees in the Bargaining Unit, and appropriate equipment and qualified employees are available to do such work. An effected shift or shifts will use (D) below if subcontracting of their skill is used. The Union agrees that if they do not possess the required skills or equipment for certain jobs that it may not be considered a trigger to (D) below.
- D. For the purpose of this section a normal work day is defined as follows:

All Secondary 42 1/2 hrs

All Maintenance 42 1/2. hrs

All Steel Yard 42 1/2 hrs

All Die Room 42 1/2. hrs

All Hot Inspectors 42 1/2 hrs All Forge Shop 40 hrs

- The Company agrees to freeze the current Skilled Trades members.
- The Company will not be required to hire or replace skilled tradesmen going forward.
  - E. In the event there is a reduction in manufacturing levels the Company reserves the right to Layoff Skilled Tradesmen.

# ARTICLE XXIX GENERAL

29.01 401(k) Program

The Company will provide a 401(k) Program in combination and will pay the agent's compensation.

29.02 Bulletin Boards

The Company will provide the Union with a centrally located bulletin board, use of which shall be limited to posting Union notices and bulletins.

29.03 Conformity To Law

If any provisions of this Agreement shall be declared invalid under Federal or State legislation, the remainder of this Agreement shall not be affected thereby.

29.04 Retroactivity

No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise stated herein.

29.05 Vending Machines

Profits from the vending machines will go to the Union's recreation fund. The Company will control the number and the kind of machines to be used. However, the Union will select the vending company that will service the plant.

29.06 Production Timekeeping System

At any time during the life of the contract the Company may install an electronic timekeeping system.

29.07 Trucking

The Company will provide adequate trucking whenever required in the plant. "Adequate" means production units, under normal circumstances, will not have to wait for a truck.

29.08 Too Hot Passes Only Related to Forge Crew Members

The appropriate committeeman will be notified of all passes that stand unexcused. 29.09 Crew Leaders

It is understood that the operators of forge presses are the crew leaders and will respond as such.

#### ARTICLE XXX

# LETTERS OF INTENT AND MEMORANDUMS OF UNDERSTANDING

#### 30.01 Alcoholism and Mental Health

- A. When situations arise in the areas of alcoholism and/or mental health problems the Company and the Union will aid each individual employee to the degree that time, ability and fair consideration will permit. The Company will cooperate with the Union in efforts to rehabilitate alcoholics and drug addicts by offering to re-employ on a one time basis, those employees discharged for alcoholism or drug addiction who can provide satisfactory proof of having been successfully treated for alcoholism or drug addiction, can pass the re-employment physical, and agree to abstain from alcohol, or addictive drugs.
- B. Any employee so re-employed will be on permanent probation, subject to discharge, for violation of the agreement to abstain from alcohol or addictive drugs. Drug addicts may be required to submit to periodic urine analysis conducted at the plant.

## 30.02 Preferential Hiring

If a new forge plant is constructed, expanded or purchased and results in a major permanent reduction of the work force, the company will give employment preference to the affected employees, for a period of twelve months from the time of the transaction.

#### 30.03 Nondiscrimination

- A. The Company agrees that it will not discriminate in the hiring of employees or in their training, upgrading, promotions, transfers, layoff, discipline, discharge, because of race, creed, color, national origin, sex, age or religion.
- B. This is to confirm that Bharat Forge and Union representatives agree that we will not discriminate against any applicant for employment or any of the employees because of sex, race, religion, color, national origin, ancestry, the handicapped, Vietnam Veterans or age.
- C. The Company has pledged and the Union has agreed to cooperate in any and all efforts to ensure that equal employment opportunity will exist in all units covered by this Agreement.
- D. It is understood that the word he or she as used throughout this Agreement will designate an employee.

#### 30.04 Successor Clause

As a condition of sale, the new owner(s) will assume this collective bargaining agreement and all addendum's unless the purchasers, prior to assuming formal ownership, reaches a mutual agreement with the parties to modify or delete this provision.

#### 30.05 Reliefmen

- A. It has been agreed to assign Reliefmen to units with manual roll jobs and to certain die numbers that are mutually selected by the Company and Union.
- B. Reliefmen were assigned to units 26 and 22 for manual roll jobs to start the program.
- C. The assignment of reliefmen may be changed by the Company based on the most critical customer priority.

## 30.06 Unloading Steel Trucks

The Steel Yard crane operator on days has the job responsibility to unload steel trucks. When trucks arrive do to the inability of Production Control to control the arrival time to the crane operator's schedule, other personnel may unload steel loads following steel receiving work instructions.

# ARTICLE XXXI WAGES

## 31.01 Wage Rates

- A. The rate or rate ranges for all employees on the seniority list shall be as set forth in the Wage Supplement which is made Appendix A and apart of this Agreement.
- B. Based on customer requirements, the Company may change primary units as needed.
- C. Crews will only carry their earned hours wage when moved as a crew to a secondary unit. For example, if 1 st shift unit #26 requires an Operator, Roll Man, Bend man, and Trim Man, and after start of shift moves to unit #24 and this unit requires Operator, Swab Man, Trim Man. The Operator and Trim Man have jobs, and then, by use of seniority, the Bend and Roll positions have the right to take the Swab position. These people on this crew would retain the earned hour rate and the hours earned on this unit would be applied to their Primary Unit earned hours. The low seniority man would have to take the job. The rest of the crew would have to take other available work. These people on available work would be paid at the rate of the job done, not the rate of their primary unit. The reliefman will move with his primary unit crew, but if the

crew size is larger than that of his primary unit, he will take any open job on the unit that his crew moves to. This is only if there are not enough people in available work to fill open jobs.

D. In the event a Primary Unit is not available for production, and there are no secondary units available, the whole crew would be put into the available work pool, and would earn the wage of what ever work they accept that day.

## 31.02 Salvage Inspection Rates

Any employee doing inspection outside of this plant will be paid the rate of inspectors. Employees working on returned forgings shall be paid the rate of inspectors providing the work being performed falls within the scope of the salvage inspector classification.

## 31.03 Appendix A

## A. Forge Department

Incentive Rates	for Forge Press Operators		
Earned Hours	1St –3nd years	4th year	5th year
1.45-above	\$27.00	\$27.41	\$27.82
1.40-1.449	\$25.13	\$25.54	\$25.95
1.35-1.399	\$23.26	\$23.67	\$24.08
1.25-1.349	\$21.39	\$21.80	\$22.21
1.101-1.249	\$19.52	\$19.93	\$20.34
0.952-1.100	\$17.65	\$18.06	\$18.47

Position Percentage of rate paid to forge press operator

Forge Help\* (A) 75% Reducer Roll operator 90% Reliefman 97%

\*(A) Forge Helpers include all other positions not listed. (i.e. Swab, Loader, Hot Trim, Spotter etc.). Jobs not listed above in classifications above will still be posted and filled as required.

Non- Incentive Position

1st-3rd years 4th year 5th year General Labor \$12.35 \$12.54 \$12.73

B. Secondary Department				
Position	1st_3rd years	4th year	5th year	
Heat Treat Operator	\$12.82	\$13.01	\$13.21	
Magnaglow Operator	\$12.82	\$13.01	\$13.21	

General Labor	\$12.35	\$12.54	\$12.73
Cold Press Operator	\$13.00	\$13.20	\$13.40
C. Maintenance Department			
Position	1 st-3rd years	4th year	5 th year
Machine Repairman	\$18.03	\$18.30	\$18.57
Electrician	\$18.69	\$18.97	\$19.25
Industrial Truck Repair	\$18.03	\$18.30	\$18.57
Maintenance Welder	\$18.03	\$18,30	\$18.57
D. Die Room Department			
Position	1st-3rd years	4th year	5th year
Die Sinker	\$18.46	\$18.74	\$19.02
Die Repairman	\$17.30	\$17.56	\$17.82
Machinist	\$18.03	\$18.30	\$18.57
Industrial Welder	\$18.03	\$18.30	\$18.57
E. Steel Yard Department			
Position	1st-3 nd years	4th year	5th year
Sheer Operator	\$13.80	\$14.01	\$14.22
Crane Oper/Yardman	\$13.35	\$13.55	\$13.75
Lift Truck	\$12.35	\$12.54	\$12.73
F.Quality Control Department	t		
Position	1st-3nd years	4 th year	5 th year
Hot Inspector	\$15.74	\$15.98	\$16.22

## G.Skilled Trades Incentive Plan

In addition to the wages listed above, members of skilled trades will receive the following hourly incentive wage. The amount paid will be based on the total of the Forge Department earned hour average for the previous month.

Total F	Forge Dept.	Earned Hour A	Avg.	Incentive Rate

Less than 1.101	-0-
1.101 to 1.249	\$0.28
1.25 to 1.349	\$0.56
1.35 to 1.399	\$0.84
1.40 to 1.449	\$1.12
1.45 and above	\$1.40

# H. Lump Sum Bonus Payment

The Company will pay to all employees on the seniority list a 3% Bonus of payroll earnings based on the second contract year worked. Such payment will be made by the first week in December following the 2nd contract year.

I. The Company plans to introduce a Production Bonus Plan. All Bargaining Unit Employees will participate. While still conceptual, the thought is to take the number of finished parts

ready to ship produced, minus reworked or scrapped parts, times \$0.05. The Bonus would be paid quarterly in the third week following the end of the quarter. i.e. 8300 pcs/day x 70 days/quarter \$29,050.00 The individual payout in this example would be based on an dividing the \$29,050 by the total number of hours worked in the quarter to develop the multiplier factor than multiplying that number by an employee's actual hours worked in the quarter. If new high volume equipment is introduced to the plant, the formula will be adjusted appropriately after consultation with the Union.

## 31.04 Appendix B

## A. Active Employees

1. The Company will provide a cafeteria plan. The Company's contribution to the cafeteria plan each year will be as follows: a. Company contribution: Family \$800.00/mo.

2 Person \$600.00/mo.

Single \$300.00/mo.

The Company will pay 50% of future increases in addition to the above.

- 3. The above contribution can be used to pay the following premiums
- a. Health insurance
- b. The mid-range dental plan available at the time of the calculation (currently Delta Dental II)
- c. Vision insurance
- d. Short-term disability insurance at a benefit level of \$245.00/week.
- e. Life insurance at a benefit level of \$25,000.00
- 31.05 Appendix C 401(k) Plan
  - A. Plan Specification
- 1. Effective Date of Plan: June 24 2005
- 2. Plan Year: January 1- December 31
  - B. Plan Eligibility Requirements
  - 1. Minimum service: 120 days
  - 2. Eligible Employees: All full time employees who are covered by this Agreement.

- Definition of Full Time Employees: Language of plan
   Funding
   Employer Mandatory Contribution: \$1,400.00/year
- 2. Employer contribution to be funded quarterly and pro-rated per hour worked during the year.
- 3. Employee Deferral: Up to 20% of wages depending on total plan limitations.
- D. Vesting
- 1. Employee Deferrals: 100% vested at all times
- 2. Employer Contributions: Five year vesting schedule
- E. Investments (Employee Directed)
- 1. Money Market Fund/Balanced Investment Fund
- 2. Investment Options: minimum of three investment options
- F. Enrollment/Option Dates
- 1. Change percent employee deferral: Same as current plan
- 2. Discontinue contributions to plan: End of any payroll period.
- 3. Change investment options: Same as current plan.
- G. Withdrawals Allowed Upon
- 1. Allowed For
- a. Retirement
- b. Termination of employment

- c. Death
- d. Financial hardship for down payment on a principal residence for employee, college education of an employee's child, major medical expense, avoidance of foreclosure on employee's principle residence.
- 2. Conditions
- a. Employee deferrals only
- b. Lump sum only- not multiple distributions.
- c. Subject to review and approval by Joint Pension Administration Committee
- H. Taxes: Federal and State taxes are deferred on Employee/Employer contributions and interest earned until date of withdrawal.
- I. Loans. Employees will be allowed to make loans from their account per Government rules.
- J. The Company will support the 401(k) plan in addition to the defined contribution plan and will pay agent and administrative fees according to the provisions of the plan.

#### ARTICLE XXXII

#### 32,01 Reliefman

- A. A reliefman will be assigned to forge cells as necessary to efficiently and economically meet production requirements and in light of other issues such as crewmember fatigue.
- B. Duties of reliefman:
- 1. Provide support to the crew so that its members can:
- 2. Reduce down time and increase quality
- 3. Perform Total Productive Maintenance

- 4. Perform charting as required
- 5. Check quality
- 6. Assist in starting the unit at the beginning of the shift and assist in Total Productive Maintenance.
- 7. Be present and assist the operator in set-up and change-over
- 8. Cover the crew for breaks
- 9. Fill vacancies of less than four hours duration within his or her cell when the vacancy occurs after the start of the shift.
- 10. Fill vacancies on a primary unit if the available work pool has been exhausted
- 11. During the first 15 minutes of the shift, all crewmembers and the reliefman will perform Total Productive Maintenance.
- C. There will be a downtime action plan, which includes the following:
- 1. Everyone assists in repairs
- 2. PM is performed
- 3. Clean-up and "5S" processes as defined in this document
- 4. Perform Kaizen processes
  - D. Filling vacancies
  - 1. If a vacancy of less than four hours duration occurs within his or her assigned cell during production, the reliefman will fill the vacancy.
  - 2. If a vacancy of more than four hours duration occurs during production, the vacancy will be filled from the available work pool even if that action necessitates the shutting down of a secondary unit.
  - 3. If a vacancy occurs on a primary unit and the available work pool has been exhausted, a reliefman will fill the vacancy.

- 4. If a reliefman is pulled from a unit to fill a vacancy under 3, above, that Reliefman does not have to be replaced.
- 5. If a reliefman is pulled from a primary unit that is on a temporary production interruption to fill the position on a secondary unit, he or she will return to his or her primary unit as soon as the unit is available even if the secondary unit has to be shut down.

# ARTICLE XXXIII DURATION

## 33.01 Duration

This Agreement shall continue in effect for five years from its effective date and from year to year thereafter unless, by notice given not less than sixty (60) days prior to its expiration date or prior to the expiration date of any year thereafter, either party may notify the other of its desire to terminate the Agreement and, there upon, the Agreement shall terminate as of the expiration date next succeeding the date in which notice is given. No less than sixty (60) days prior to the expiration date prior to the expiration date of any year thereafter, either party may notify the other of changes desired. If the parties are unable to agree upon the proposed changes on or before the expiration date of any year, unless the party or parties proposing the changes withdraws them, the contract shall expire on the expiration date of that year. Any changes that may be agreed upon shall become and be a part of the Agreement without modifying or changing any of the other terms of the Agreement.

- A. During the course of this Agreement and during any extension of this Agreement, the Union may be free to use its economic strength provided, however, that no strike, work stoppage, slow down or other interference with production or any other operation of the Company shall take place until after the Union has provided the Company with written notice of its intent not less than ninety (90) days prior to taking any such action.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.
- C. The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they

- negotiated or signed this Agreement.
- D. This Agreement supercedes all previous agreements verbal or written. Any past practice which is in conflict with the terms of this Agreement shall have no further effect.
- E. In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year the parties have agreed to.

## ARTICLE XXXIV

## SKILLED TRADES SUPPLEMENTARY AGREEMENT

## 34.01 Classification

The Skilled Trades Department shall consist of Machine Repair/Millwright, Lift Truck Repairman, Machinist, Electrician, Industrial Welder, Welder Maintenance Construction, Die Sinker, and Die Repair, including all employees-in-training and apprentices in the above mentioned trades.

- A. Candidates must pass the validated qualification test for the particular skill before being granted an apprenticeship.
- B. If the task requires skills that are common with ones own trade, it will not be considered crossing lines to use these skills to complete the task.
- C. If ability to perform tasks exists, lines of demarcation will not apply unless safety issues are involved.
- D. Lift Truck Repairman
- 1. The Lift Truck Repairman is a journeyman position with the candidate having proficiency in:
- a. Motor repair
- b. Hydraulics
- c. Propane, electric, and gasoline propulsion systems
- d. Brake system troubleshooting and repair
- e. Electrical system troubleshooting and repair

- 2. The position will first be posted "in-house" for a journeyman meeting the requirements.
- 3. If, in the future, it is determined that there is a need for more than one employee at a time under this classification, an apprenticeship may be offered.

## 34.02 Exceptions

All sections of the Bargaining Agreement presently in effect which are not inconsistent with the supplement shall apply to the skilled workers.

## 34.03 Lines of Demarcation

- A. On work requiring the services of skilled classifications it shall be standard practice to have each craft perform its own type of work. In some instances of varied work, it is economically unsound to pursue a strict division of work. The Union agrees such work will be performed promptly according to instructions of supervision and recourse will be made to the grievance procedure if it is in disagreement with the assignment of work. It is recognized and naturally understood that in small plants such as this it is necessary to cross the line of division of skills more often than in larger plants.
- B. Maintenance welding will be done by the millwright only if he or she has the ability to perform arc and/or gas welding, only on minor short duration jobs. If the maintenance person is not qualified and must summon help, it will be a welder. Millwrights performing such work will in no way affect the daily scheduled hours in the welder's classification. Welders will be scheduled for overtime when welding has to be performed.
- C. Management will cooperate and be responsible for keeping maintenance welding jobs of short duration, minor, and not involved with welding where the safety of other employees is involved.
- D. Employees may perform adjustments and simple repairs including the adding of lubricant, if necessary, on their machinery.
- E. Forge shop employees will perform adjustments and simple repairs to existing equipment such as performing adjustments to loaders, extension bars, push and limit switches or repairs such as tightening air lines and re-tapping holes to clear out blockages. Functions such as these are to be performed in a safe manner and do not extend to repairs requiring new parts such as replacing a broken air line.
- F. Employees in the Steel Yard and Secondary will perform simple repairs such as tightening hoses, conveyor belts and bolts and moving conveyors.

#### 34.04 Transfer

- A. Skilled tradesmen will not be transferred outside of the skilled trades department.
- B. Production workers may be loaned to general labor classifications and be utilized to perform the following menial tasks: cleaning quench tasks, remove furnace bottoms, digging out bases, cleaning catch basins, general cleaning, brush and roller painting, snow removal. Additions to this list may be added as needed.
- C. Anytime general labor is used, the maintenance classification involved will not be reduced below a minimum of forty hours per week unless the use of production personnel in the performance of menial tasks averts their layoff. Should this latter condition exist, Management may assign the youngest employee in the department who would otherwise be laid off, to the general labor classification.

# 34.05 Tool. Replacement

The Company will replace all broken hand tools. Lost hand tools will be replaced by mutual agreement between the plant superintendent and the employees involved.

# 34.06 Training

All future employees being trained in the skilled trades classifications (except Die Repair) will be trained under the terms of the apprenticeship agreement.

#### 34.07 Die Repair Training Program

- A. Training will be on the job,
- B. The training program will be 3000 hours.
- C. The regular job posting provisions will apply to this classification.
- D. The Die Repair employee-in-training will work a minimum of twelve weeks with an employee who is currently working in the classification. If no employee is working in the classification on a given shift the employee-in-training will be trained by an employee who has trained in the classification.
- E. Wage Schedule
  - 1. Start \$.75 below top
  - 2. 1000 hrs. completed \$.50 below top
  - 3. 2000 hrs. completed \$.25 below top

- 4. 3000 hrs. completed full rate of classification
- F. The training program for this classification will be under the direction of the Apprenticeship Committee
- G. In addition to the traditional functions of the Die Repair classifications the following job functions are added:
  - 1. Set up dies with spacer plates, kicker pins, and kicker bars
  - 2. Take casts (last piece samples)
  - 3. Learn to use depth micrometers and radius gauges
  - 4. Make die shims
  - 5. Change dies in holders
  - 6. Use of lathe for cutting and turning kicker pins or bars
  - 7. Set up roll dies and inspection
  - 8. Use of a drill press for the sizing of knock out pin holes.
  - 9. Utilize the Hydrotel and Blanchard for the purpose of removing excess weld from dies

#### 34.08 vacancies

Skilled Trades openings will be filled either through job postings or new hires. Vacancies will be filled as follows.

- A. The job will first be posted for qualified current employees holding UAW Journeyman's cards in the appropriate classification.
- B. If no qualified person is found through a posting, the Company may post the position as an apprenticeship for qualified current employees
- C. If no qualified person is found through a posting the position may be filled by a qualified new hire holding a UAW Journeyman's card in the appropriate classification
- D. If no qualified person is found through the procedure in C above, the position may be filled with a qualified new hire who has experience in the trade, but does not hold a UAW journeyman status. The new hire will be evaluated by the apprenticeship Committee and will be placed in the apprenticeship program at the appropriate level. The new employee will be subject to any and all requirements of the apprenticeship program.
- E. If no qualified person is found through the procedure in D. above the position may be filled with a new hire selected for the apprenticeship program. The new employee will be subject any and all requirements of the apprenticeship program including the provisions in the section on Training Expenses.
- F. The hiring rate for the above shall be \$.50 below the minimum of such classification.

After establishing seniority, the employee shall receive the minimum of the classification.

# 34.09 Apprentice & E.I T Seniority

An employee-in-training and apprentices shall accumulate seniority in the classification and plant seniority group in which it is established at the time of the employee's transfer to the employee-in-training or apprentice status.

# 34.10 Date of Entry

For the purpose of layoff and rehire, an employee-in-training or apprentice shall establish a date of entry in the skilled trades classification to which he or she is assigned as of the date he or she is transferred into such classification. Upon satisfactory completion of the training program, the trainee or apprentice shall be reclassified as journeyman and his or her seniority shall be based on the date he or she hired into the plant.

## 34.11 Lay Off

If there is a reduction in force in the trade in which the employee-in-training or apprentice is working, all employee-in-training and apprentices will be laid off before any journeyman are laid off and employees-in training arid apprentices shall be laid off from the skilled trades classification in which they are working in reverse order of the date of entry in such classification and as covered in the Agreement under the section Layoff Procedure.

## 34.12 New Technology

- A. The parties recognize that rapid advances in technology and manufacturing techniques and introduction of new machinery causes our journeymen in some cases to be unable to maintain the skills necessary to perform their classification of work. Where this is found to be a fact, Management may request certain journeymen employees to volunteer for additional schooling to update their classification skills.
- B. In the event Management exercises this option, the journeymen will be paid for all classroom time spent, tuition and books. Travel time will, be paid for to and from school during the journeyman's working hours only.

## 34.13 Overtime

Hours of Work and Wages: All skilled trade employees shall share all overtime as equally as possible, by classification, by shift, not to exceed a spread of fifty hours. Apprentices and skilled trades trainees who have completed fifty percent or more of their training under this agreement will be equalized with the respective journeymen. However, all seniority journeymen shall be asked to work before any trainee or apprentice, who has not completed fifty percent of their time, is asked to work. However, no journeyman still in a probationary period will he asked to work until all seniority trainees or apprentices have been asked to work. In case a trainee or apprentice is required to work overtime, he or she shall receive credit for only the actual hours worked.

# 34.14 Supervision of Trainees and Apprentices

- A. Trainees and apprentices shall be under the immediate direction of the foreman of the department to which the trainee and apprentice are assigned. The journeyman with whom the trainee or apprentice is assigned to work during this program of training will cooperate with a trainee or apprentice and the supervisor of the trainee and apprentice to provide the trainee and apprentice with the best possible help. This assignment will not alter the journeyman's rate. Such work training will not interfere with the production on other jobs or cause other workers to be displaced from carrying out their work assignments. Also, as he or she progresses he or she may be assigned to jobs that he or she may be able to perform on his or her own, under the direction of a journeyman.
- B. The joint Apprenticeship Committee shall prepare adequate record forms at least every six months on the work in progress of the trainees and apprentices under their supervision and submit them to the coordinator.
- C. Apprentices will be assigned to a different journeyman based on direction from the Apprenticeship Committee.

# 34.15 Pay for School

When a Journeyman, Apprentice, or Trainee attends related training classes on a contractual holiday or during an excused absence, he or she will be paid his or her regular hourly rate, plus C.O.L.A., in addition to his or her holiday or excused absence pay.

# 34.16 Journeyman Seniority

New hires and qualified employees who obtain a job in the Skilled Trades Departments through any provision of the contract shall, upon gaining seniority, apply their hiring date for classification and department seniority.

# 34.17 Die Room

To be entitled to overtime opportunities on the E.D.M. machines, the employees must have

completed the required training as established by the parties.

# 34.18 Training Expenses

- A. All apprentices will have to sign a reimbursement agreement with the Company prior to entering the program.
- B. Commitment to Repay Employer. It is recognized by all parties (Applicant, his or her parent, or guardian if a minor, Union, and Company) that the apprenticeship program is very costly to the Company. The applicant not only receives pay while working, but is paid for class time, is furnished tuition paid by the Company, books purchased by the Company, and other supplies. It is contemplated that upon satisfactory completion of the apprenticeship program, the Applicant will be certified as a journeyman, and will work for the Company for at least 4 years, subject however, to the Company's right of discharge for just cause and the Applicant's right to quit, subject to the liability hereafter set forth.
- C. Therefore, the Applicant (and his or her guardian on behalf of the Applicant, if a minor) agrees that should the Applicant terminate or be terminated in his or her employment at the Company, by resignation, voluntary quit, or discharged for just cause, on or before four years after satisfactory completion of his or her Apprenticeships Program, such Applicant agrees to repay the Company for its "out of pocket" expenses for Company paid wages for his or her class time, Company paid tuition, Company paid books, and Company paid supplies, not to exceed, however, \$8,000.00.
- D. For purposes of this Article, four years shall mean 8 320 hours of work for the Company as a journeyman. For liability purposes, a fraction shall be established for all hours (compensated) as a journeyman after completion of Applicant's Apprenticeship Program, with such hours worked being deducted from starting numerator of 8,320. The denominator of the fraction shall be 8,320. The resultant fraction at date of termination shall be multiplied by the total of the foregoing costs to establish the Applicant's liability to the Company.
- E. The applicant shall pay the liability forthwith in cash, or at the applicant's option, applicant may sign a promissory note to pay the liability in thirty-six equal or nearly equal installments plus interest at the rate of seven percent per annum.
- F. This Article shall be governed by the laws of the State Of Michigan

For The Company; For The Union;

# LETTER OF UNDERSTANDING May 25 2005

The parties have acknowledged that the Company is not responsible for the Federal Forge Inc. Pension and/or Retiree health care benefits under the terms of this new Agreement. However, the Union has, in the course of discussions pursuing this new Agreement, made heartfelt entreaties on behalf of those retirees who are currently receiving health care benefits under the prior Labor Contract. Specifically, the Union has requested a fund be established, to be administered by the UAW, to help retirees who might otherwise be hurt by the sudden loss of their health care benefits.

Although the Company has no obligation for these health care benefits, it will, in the spirit of collective bargaining, agree that if the members of the Union ratify the Agreement by May 24 2005 the Company will contribute a total of \$250.000 the above fund to he used by the UAW to the benefit of the retirees. The Company will contribute the \$250,000 in three equal monthly payments commencing after the Company completes its purchase of Federal Forge Inc.

The above \$250,000 contribution is the only obligation regarding these matters that the Company will assume under this agreement.

For the Company

For the Union

5/25 /05

It is understood and agreed that all employee attendance and discipline records will revert to zero effective with the implementation of this Agreement.

For the Company For the Union

5/25/05

In no event during the life of this agreement will the company layoff any employees on the current seniority list due to subcontracting.

# For the Company

# For the Union

#### 5/25/05

Employees on the payroll as of May 24, 2005 shall receive a lump sum payment of \$700.00 to be paid on the first pay period after the company completes its purchase of Federal Forge Inc.

For the Company

For the Union

#### APPRENTICESHIP STANDARDS

With Schedules of Work Processes

and Related Instruction

Agreed to by

Lansing Division FEDERAL FORGE NC.

2807 S. Logan

Lansing, MI 48917 INTERNATIONAL UNION, UAW

LOCAL 724

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#### APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices inn the trades including these standards have been agreed to by Federal Forge, Inc. And the International Union, United Automobile, Aerospace and Agricultural Implement

Workers of America, UAW and its Local No. 724. PURPOSE

The purpose of these standards is to make certain that proper care is exercised in the selection of the apprentices and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and further the assurances to the Company of proficient journeymen at the conclusion of the training period.

These standards of apprenticeship are to be under the supervision of a joint apprenticeship committee.

THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, AND ITS LOCAL UNION 724.

#### Article I. Definition

- 1.01 The term "Company" shall mean Federal Forge, Inc.
- 1.02 The term "Union" shall mean the duly authorized representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union No, 724.
- 1.03 "Registration Agency" shall mean the Bureau of Apprentice-ship and Training, U.S. Department of Labor or State Apprenticeship Agency where such agency has been established.
- 1.04 "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice (or if the apprentice is a minor, the paxent or guardian.) The agreement shall then be approved and signed by the Chairman and Secretary of the Committee and registered with the Registration Agency and the Local Union.
- 1.05 "Apprentice" shall mean a person engaged in learning and assisting in the trade to which assigned and who is covered by a written agreement providing for training in accordance with these standards of apprenticeship.
- 1.06 "Committee" shall mean the Joint Apprenticeship Committee composed of representatives of the Company and the Union established under these Standards for the purpose of administering the program.
- 1.07 "Apprentice Coordinator" shall mean the person employed by the Company as the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

- 1.08. "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- 1.08 "Journeymen" as used in Article eight (8) herein, means employees in a specific trade and shall not be construed to include journeymen in other trades.

# Article II. Equal Opportunity in Apprenticeship

The recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under title 29 of the Code of Federal Regulations (CFR), part 30, as amended.

# Article III. Seniority Employees (Restricted Pool)

- 3.01 Notice of apprenticeship openings will be posted on the Company's bulletin board.
- 3.02 Applicants for apprenticeship will be accepted by the personnel department from seniority employees (within the bargaining unit) who consider themselves eligible under this program.
- 3.03 Applicants meeting the minimum eligibility requirements as outlined in this program will be referred to the joint apprenticeship committee for approval or disapproval.
- 3.04 All selections for apprenticeship from bargaining unit applicants who meet the qualifying requirements shall be by seniority.

# Article IV. Outside Applicants

- 4.01 When apprenticeship openings exceed the number of qualified seniority employees available, the Company shall notify by mail the local schools and public employment service of the available openings, the minimum qualifications for eligibility, the closing date for sending applications, and the place to file.
- 4.02 After a preliminary check of each application by the personnel department, those meeting the eligibility requirements as outlined in this program will be referred to the joint apprenticeship committee for approval or disapproval.
- 4.03 Records of all applications and the selection process will be retained for at least five (5) years.

# Article V. Apprenticeship Eligibility Requirements

- 5.01 In order to be eligible for apprenticeship, the applicant must meet the following minimum qualifications:
- 5.02 Seniority employee applicants must be eighteen (18) years of age or older.

## Article VI. Credit for Previous Experience

- 6.01 Credit for previous experience in the military service, and apprenticeship training program, or skilled trade classification in any plant may be given up to the total time required on any phase of the apprenticeship training or related training schedules. Credit for such previous experience shall be given apprentices at the time they have satisfactorily demonstrated that they possess such experience and are able to do the job.
- 6.02 Related training credit shall be given apprentices at the time they have demonstrated that they possess the educational knowledge for which they are requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

# Article VII. Term of Apprenticeship

7.01. The term apprenticeship shall be established by these apprenticeship standards in accordance with the schedule of work processes and related instructions as outlined in appendices attached hereto.

#### Article VIII. Grace Period

- 8.01 The first five hundred (500) hours of employment for every apprentice who is a seniority transferee shall be a grace period. During this grace period these transferee apprentices may elect to return to their previous occupations and their apprenticeship agreements will be canceled by the joint apprenticeship committee. The registration agencies shall be advised of all such cancellations. The grace period for new employees, as apprentices, shall also be the first five hundred (500) hours of employment.
  - 8.02 If an employee should leave the program for any reason during the first thirty (30) days worked he will return to the job he vacated. After thirty (30) days worked he will return to his former classification and shift.

#### Article IX. Hours of Work

9.01 Apprentices shall work the same hours during the contractual work week and be subject to the same conditions as the skilled workers of their trade employed by the Company. Apprentices shall have the opportunity to work overtime hours as provided under Section 31.13 of the current C.B.A. In case apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours worked.

#### Article X. Ratio

- 10.01 The ratio of apprentices to journeymen shall be no greater than one apprentice to each journeyman employed in the respective trade. In trades where there are less than one journeyman, one apprentice may be assigned in that trade. In the machine trades, the number of journeymen on which to base the number of apprentices shall be the total of journeymen classified in the specific trade as (a) tradesmen, (b) operators of basic and promotional machines and/or operations,
- 10.02 When there are not journeymen laid off or available in a trade, the Company and Union (Bargaining Committee) may mutually agree to add apprentices over and above the one to one ratio.
- 10.03 In the event that the ratio at the time of layoff is less than one apprentice to one journeyman then the ratio existing at the time of layoff shall be maintained, based on the major fraction principle, until all journeymen in the respective trade are recalled.
- 10.04 The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, apprentices who are probationary employees shall be laid off first. Thereafter, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.
- 10.05 When the work force is increased in a trade, apprentices must be recalled in accordance with their date of entry into the apprentice program when the journeyman increase permits the maintenance of the ratio used at the time of layoff. Thereafter, all apprentices in a trade shall be recalled before any new journeymen shall be hired.

Article XI. Discipline

11.01 The apprenticeship committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement at any time for cause pertaining to the apprenticeship, such as inability to learn, unsatisfactory work, or lack of interest in work or education. This shall not limit the right of the Company to discipline apprentices for cause for matters not related to their training as apprentices. Such discipline by the Company shall be subject to the grievance procedure.

# Article XII. Wages

12.01 Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages that shall be no less than the following:

```
1st 1000 hours - not less than 80% of the journeyman's wage rate.
2nd 1000 hours - not less than 85% of the journeyman's wage rate.
3rd 1000 hours - not less than 85% of the journeyman's wage rate.
4th 1000 hours - not less than 87% of the journeyman's wage rate.
5th 1000 hours - not less than 89% of the journeyman's wage rate.
6th 1000 hours - not less than 91% of the journeyman's wage rate.
7th 1000 hours - not less than 93% of the journeyman's wage rate.
8th 1 000 hours - not less than 95% of the journeyman's wage rate.
Upon completion 100% of the journeyman's wage rate,
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12.02 Apprentices in the trade of Die sinker who remain in the six year program shall be paid a progressively increasing schedule of wages as follows:

```
1st 1000 hours - 80% 7th 1000 hours - 90% 2nd 1000 hours - 82% 8th 1000 hours - 92% 3rd 1000 hours - 83% 9th 1000 hours - 95% 4th 1000 hours - 84% 10th 1000 hours - 97% 5th 1000 hours - 86% 11th 1000 hours - 98% 6th 1000 hours - 88% 12th 1000 hours - 99%
```

Upon completion of program 100% of journeyman's rate,

- 12.03 The apprentice shall be paid this regular hourly rate for actual school attendance. In no event shall an apprentice be paid hours to exceed scheduled hours.
- 12.04 The corporation agrees to pay the cost on behalf of apprentices covered by this agreement for books, registration fees, and/or tuition required in connection with related training under the apprentice program. Travel time during working hours will also be paid.
- 12.05 If the apprentice is laid off, he may elect to continue school classes. Tuition and books, during such layoff period will be paid upon the return of the apprentice to the apprenticeship program. Tuition and book receipts will be presented to the Company by the apprentice.
- 12.06 The apprentice shall also receive the applicable percentage of the annual improvement factor and the full amount of all cost-of-living increases that are accorded all employees.

- 12.07 Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
- 12.08 Die Repair E.I.T. whose starting rate or credit level under the apprenticeship program would place them at less than their present rate, will remain at their present rate or the journeyman's trade rate which ever is higher until normal advancement within the apprenticeship program places them at a higher rate.
- 12.09 When an apprentice has completed 8,000 or 12,000 hours of training, he is to receive not less than the rate paid to skilled journeyman in the trade and program in which he has served his apprenticeship after approval of his completion of training by the Joint Apprenticeship Committee.

# Article XIII. Related Instruction and School Attendance 13.01 Each apprentice shall enroll and attend classes for not less than a minimum of three and one-half hours weekly and for a total minimum number of related instruction hours as outlined in the Appendix for each particular trade, according to instruction by the Joint Apprenticeship Committee. Each apprentice, after enrollment in such classes, shall be registered with the State Department of Education as an apprentice student upon the forms furnished for this purpose.

- 13.02 The location and quality of the classroom instruction shall meet with the approval of the Joint Apprenticeship Committee. The schedule or related instruction shall be outlined in Appendices attached hereto.
- 13.03 In the case of failure on the part of apprentices to fulfill their obligation as to school attendance, the Joint Apprenticeship Committee may suspend or revoke the apprenticeship agreement, and the Company hereby agrees to carry out the instructions of the Joint Apprenticeship Committee in this respect. The apprentices and his parent or guardian, if the apprentice is a minor, hereby agree to abide by such determination of the Committee.

  13,04 The Registration Agencies and the Local Union, the Local Board of Education, the State Department of Education and the UAW Regional Director will be notified of any such cancellation and this will terminate the eligibility of the apprentice as a student.
- 13.05 All apprentices will e required to maintain a grade point of 2.0 or better for each course taken during their related training phase of the apprenticeship. The 2.0 grade point is based on the Lansing Community College Numerical grade Schedule (A=4, B=3, C=2, D=1). In the event an apprentice drops below 2,0 minimum he will be on probation for the following term; during which time he will be required to repeat the course on his own time and at his own expense as soon as available during his non-working hours. If at the end of that term he fails to raise his grade point to 2,0 or better he/she can be removed from the apprentice program.

#### Article XIV. Joint Apprenticeship Committee

14.01 There is hereby established a Joint Apprenticeship Committee as defined in Article 1.

This Committee shall be composed of equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairman and a Secretary. When a Company member is a Chairman, a Union member shall be Secretary and vice versa. The Committee shall meet at least once a month or call of the Chairman or Secretary or any two members of the Joint Committee.

14.02 The Union shall appoint journeymen from the plant as members of the Joint Apprenticeship Committee.

14.03 Each member of the Joint Apprenticeship Committee will be paid his regular rate from time spent working on official business of the Joint Apprenticeship Committee for the hours spent working on official business of the Joint Apprenticeship Committee for the hours he would otherwise have worked in the plant.

# 14.04 It shall be the duty of the Committee to:

- A. See that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept, as well as the benefits he will receive, This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.
- B. Accept or reject applicants for apprenticeship after preliminary examination by the Personnel Department of the Company.

14.05 The acceptance or rejection of application for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the Grievance Procedure.

- A. Place apprentices under agreement.
- B. Evaluate, investigate, and determine credit for previous experience.
- C. Hear and decide on all questions involving the apprentices which relate to their apprenticeship.
- D. Work out with the local Board of Education the form, content, and schedule of the course or courses of instruction to be provided. The Committee will also cooperate with the school authorities in coordinating the related classroom instruction with the apprentice's basic schedule of work experience.
- E. Offer constructive suggestions for improvement of training on the job.
- F. Certify the names of graduate apprentices in accordance with Article 18. No certificates will be issued unless approved by the Committee.

- G. Be responsible for operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.
- H. Keep all apprentices rotated for training purposes (within reason).

#### Article XV. Consultants

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. The consultant will be asked to participate without vote in conferences on special problems related to apprentice training which affect the agencies they represent, This provision shall not be construed to compel any changes in these standards. Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the registration agency to consider the matter.

# Article XVI. Seniority

Upon satisfactory completion of the apprenticeship program, the apprentice will be given journeyman status. He will be placed on a journeyman seniority list and his seniority shall be based on the date he hired in the plant.

# Article XVII, Apprenticeship Agreement

17.01 Every Apprenticeship Agreement entered into under these Apprenticeship Standards shall contain a clause making the standards part of the Agreement with the same effect as if expressly written therein. For this reason every applicant (and his parent or guardian if he is a minor) shall be given an opportunity to read the standards before he signs his Apprenticeship Agreement.

17.02 The following shall receive copies of the apprenticeship agreement: (a) the Apprentice, (b) the Company, (c) the Joint Apprenticeship Committee, (d) Registration Agencies, (e) the Local Union, and (0 the Veterans Administration (two copies), if the apprentice is a veteran. Article XVIII. Certificate of completion of Apprenticeship

18.01 Upon completion or the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will request the Bureau of Apprenticeship and Training, U.S. Department of Labor, or the State Apprenticeship Agency in those states where such agency has been established, that a Certificate signifying completion of the apprenticeship be issued by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or by any State Apprenticeship Agency, unless disapproved by the Joint Apprenticeship Committee.

18.02 Upon receiving the Certificate, the Chairman and Secretary of the Joint Apprenticeship Committee will sign the certificate before issuing it to the graduate.

18.03 These Apprenticeship Standards may be amended or new schedules added at any time upon mutual agreement of the company and the Union. Such changes or amendments to these

standards will be submitted to the International Skilled Trades Department of the UAW and to the appropriate State Registration Agency for approval before becoming effective.

# Article XIX. Safety

19.01 Apprentices under these standards shall be provided with initial indoctrination and instruction in order to enable them to perform their duties in a safe manner, both during their on the job training and in related instruction, Such indoctrination shall include instructions regarding safety regulations, reporting of accidents, and the availability of first aid facilities.

19.02 The Company shall at all times exercise reasonable precaution for the health and safety of apprentices.

Approved by:

SKILLED TRADES DEPARTMENT, UAW

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND

AGRICULTURAL IMPLEMENTS WORKERS OF AMERICA, UAW and its Local No. 724.

**REGION** 

**DATE** 

Registered as incorporating the basic fundamentals recommended by the Federal committee as Apprenticeships.

BUREAU OF APPRENTICESHIPS AND TRAINING, U.S. DEPARTMENT OF LABOR Administrator

BUREAU OF APPRENTICESHLP TRAINING, STATE

Representative

DIE SINKER(12,000 Hour Program)

**WORK PROCESS:** 

**Safety Instructions** 

Planner and Shaper 1,000

Lathe (horizontal and vertical) 750

Grinders (Internal, External and Surface) 250

Edgers 1,000

Profiler (Plain and Oscillator) 1,000

Hydrotol and Keller 3,000

Final Finish 750

Bench 2,636

Layout

Castings (Checking)

Template Making 750

Related Instruction 864

Total Hours 12,000

**RELATED INSTRUCTION:** 

Math and Metrics 188

Science 144 Shop 196 Drawing 264

Safety and Unassigned 72

Total (Hours) 864

DIE SINKER (8,000 Hour Program)

WORK. PROCESS: Bench Work 2,500

Milling and Oscillator Machines

EDM, Mode!working, Keller

Hydrotek, CNC, etc 2,680

Lathes 1,164

Grinding 500

Tracers40

Hardening 40 Optional 500

Related Instruction 576

Total (Hours) 8,000

RELATED INSTRUCTION:

Math and Metrics 182

Science 72

Shop 106

Drawing 180

Safety and Unassigned 36

**ELECTRICIAN** 

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**WORK PROCESS:** 

**Safety Instructions** 

Electrical Construction 2,200

**Machine Tools** 

Generators, Transformers, Motors

**Control Panels** 

High Voltage Equipment

Electrical Maintenance 3,084

Machines

Cranes, Elevators

**Lightning Power Circuits** 

**Power Substations** 

Electronic Controls 1,500

Construction

Maintenance

Repair

Troubleshoot

Repair and Rebuilding Electrical Equipment 640

Motor

Instruments

Meters

Solenoids

Related Instruction 576

Total (Hours) 8,000

**RELATED INSTRUCTION:** 

Math 144

Science ..... 144

Shop 108

Drawing 108 Unassigned 72

Total (Hours) 576

MILLWRIGHT WORK PROCESS: Safety Instructions

Dismantling, Moving, Erecting 2,000

Machinery and Equipment

Repairing and Rebuilding Pulleys 2,000

Belting, Conveyors, Cranes, Elevators,

Furnaces, Shot Blast

Repairing and Rebuilding Conveyors 1,000

Drives and Replaces Speed Reducers and Reduction Boxes

Floor Layout and Installation of 1,424

Machinery and Equipment

Installation of Electric Motors 500

(does not include wiring)

Steel Fabrication and Miscellaneous Iron 500

Related Instruction 576

Total (Hours) 8,000

**RELATED INSTRUCTION:** 

84

Math 144

Science 108

Shop 144

Drawing 108 Unassigned 72 Total (Hours) 576 MACHINE REPAIR WORK PROCESS:

**Safety Instructions** 

Repairs and Overhauls Machinery, Mechanical

and Hydraulic Equipment 2,000

Repairing and Rebuilding Pulleys,

Aligns Spindles, Belting, Conveyors,

Cranes, Elevators, Furnaces, Shot Blast 2,000

Repairing and Rebuilding Conveyors

**Drives and Replaces Speed Reducers** 

and Reduction Boxes, Repairs and Adjusts clutches and Cylinders 1,000

Floor Layout and Installation of Machinery and Equipment 1,424

Installation of Electric Motors 500

(does not include wiring)

Steel Fabrication and Miscellaneous Iron 500

Related Instruction 576

Total (Hours) 8,000

**RELATED INSTRUCTION:** 

Math 144

Science 108

Shop 144

Drawing 108 Unassigned 72 Total (Hours) 576

INDUSTRIAL WELDER

**WORK PROCESS:** 

Safety Instructions 400

Gauge Reading and Regulating Torches Their Care and Uses, Burning Cast

Iron, Cast Steel, Brazing Boiler Place, Flat Work, Vertical Overhead 1,496

Construction and/or Fabrication 400

Heavy Casting All Kinds:

Cast Iron 200 Cast Steel 100

Copper 100

Brass and Brazing 30

Aluminum 300 Magnesium 100

Silver Soldering .200

General Pipe 1,400

Tool and Die Welding 1,000

Butt Welding 100

Boiler and High Pressure Pipe 1,328

Related Instruction 576

85

Total (Hours)	8,000
RELATED INSTRUCTION:	
Math and Metrics	180
Science	180
Shop	72
Drawing	72
Safety and Unassigned	72
SCHEDULE OF WORK PROCESS FOR TOOL MACHINIST (ALL AROUND)	
SAFETY INSTRUCTIONS	
Tool Crib	100
Bench	500
Grinder 500	
Shaper, Planer, Slotter	400
Radial Drill	200
Milling Machine	554
Lathe	300

Designated Classification*	3,500
Optional**	1,370
Related Instructions	576
Total (Hours)	8,000
SCHEDULE OF RELATED INSTRUCTION FOR	
TOOL MACHINIST (ALL-AROUND) APPRENTICE	
FIRST YEAR	
Use, Care and Reading of Tools	20
Shop Arithmetic	20
Algebra	20
Machine Tool Operation Theory	40
Blueprint Reading	44
Total (Hours)	144
SECOND YEAR	
Shop Geometry	24
Hand Book	20
Fundamental Shop Drawing	48
Elementary Physics	20
Metrics	32
Total (Hours)	144
THIRD YEAR	
Shop Mathematics	50
Welding Theory	16
Tool Design	50
Heat Treat Theory	16
Elementary Physics	12
Total (Hours)	144
FOURTH YEAR	
Shop Mathematics (including Trigonometry)	48
Welding Theory	16

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Tool Design 60

Strength of Material 20

Total (Hours) 144

\*Includes all machines listed plus Boring Mill, Keller Hydrotel, Jig, Grinder, etc. \*\*Optional hours may not be used in the Designated Classification unless the Designated Classification is Boring Mill, Keller, Hydrotel, Job Boring, or Jig Grinder, in which case the optional hours will be assigned on two or more machines.

**DIE MAKER** 

**WORK PROCESS** 

**Safety Instruction** 

Tool Crib 100

Shaper, Planer, and Slotter 625

Lathe 625

Milling Machine 910

Grinding (Internal, External, Surface) 625 Bench 3,620
Die Tryout 296
Optional (Lucas, Keller, Boring Mill, Hardening) 623
Related Instruction
Total (Hours) 8,000
RELATED INSTRUCTION:
Math and Metrics 182
Science 72
Shop 106

Drawing 180

Safety and Unassigned 36

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