

# **PRODUCTION and MAINTENANCE**

*2014 MAIN LABOR CONTRACT between*

**NAVISTAR<sup>®</sup>**



**NAVISTAR, INC.**

*and the*

**INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE and AGRICULTURAL  
IMPLEMENT WORKERS  
OF AMERICA,**

*and its affiliated Local Unions as designated  
and as subsequently covered hereby.*

**FEBRUARY 9, 2015**



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2014 MAIN LABOR CONTRACT  
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## **PRODUCTION AND MAINTENANCE 2014 MAIN LABOR CONTRACT**

This Contract is entered into this **9<sup>th</sup> day of February, 2015**, between NAVISTAR, INC. (hereinafter referred to as the “Company”) and INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, and its affiliated Local Unions, Nos. 6, and 402 (unless otherwise modified by other agreements), (said International Union and said Local Unions hereinafter referred to collectively as the “Union”), acting on behalf of and as a duly authorized bargaining agent for employees of the Company employed within the appropriate bargaining units described herein.

This agreement shall become effective on the date established for this purpose under the procedures set forth in the Enabling Agreement entered into on the date of this agreement. On and after said effective date, the provisions of this agreement shall become effective as provided herein.

### **MAIN LABOR CONTRACT**

#### **ARTICLE I**

#### **SCOPE AND PURPOSE OF CONTRACT**

##### **Section 1.**

1           The parties hereto have set forth herein all the agreements between them with respect to rates of pay, wages, hours of employment, or other conditions of employment of employees covered hereby, except for the Non-Contributory Retirement Plan Agreement, the Health-Security Program Agreement, and the Contract Continuing and Amending the Supplemental Unemployment Benefit Plan, which three agreements were entered into on the date of this Contract and are and shall continue to be separate contracts between the parties. This Contract shall continue to be the entire agreement between the parties, except for the aforesaid three agreements, and shall remain in effect without modification or addition for its duration except as otherwise specifically provided for in this Contract.

2           The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Company and the Union, for the life of this Contract, 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 Contract, or with respect to any subject or matter not specifically referred to or covered in this Contract, 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 that they negotiated or signed this Contract.

**Section 2.**

3           The purpose of this Contract is to provide orderly relations between the Company and the Union and the employees it represents, to establish procedures for the disposition of grievances which may arise, and to eliminate interruptions of work and interferences with the efficient operations of the Company. This Contract is entered into in consideration of the mutual performance thereof in good faith by the parties.

**ARTICLE II**  
**UNION-MANAGEMENT RELATIONSHIP**

**Section 1.**

4           The Union and the Company agree to cooperate fully in the establishment and maintenance of harmonious and orderly relations and recognize the need for good working conditions, fair and impartial discipline and efficient operation.

**Section 2.**

5           The Union recognizes the established rights, responsibilities and values of management, and the specific

**ARTICLE III**

**BARGAINING UNITS**

rights of management to hire and discharge or otherwise discipline its employees and to direct the working force subject to the grievance procedure as provided in this Contract.

**Section 3.**

6 The Union agrees further that it will not solicit Union membership or carry on other Union activities in the Plant on Company time, or carry on any such activities in such manner as to interfere with the efficient operation of the Plant.

**Section 4.**

7 The Company shall take appropriate disciplinary action including discharge in any case of an employee who on Company time carries on anti-union activity or who on Company time seeks, directly or indirectly, to interfere with the status, membership or responsibilities of the certified Union.

**Section 5.**

8 The Company recognizes the established rights, responsibilities and values of the Union, and has no objection to its employees becoming members of the certified Union. The Company specifically will not tolerate on the part of its representatives any discrimination whatever against the Union or its members.

**ARTICLE III  
BARGAINING UNITS**

9 Pursuant to and in accordance with all applicable provisions of the National Labor Relations Act, as amended, the Company hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees of the Company included in the bargaining units set forth in Exhibit "A" attached hereto and made a part hereof.

**ARTICLE IV  
UNION REPRESENTATION**

**Section 1.**

10       The Company will recognize the Stewards and the Grievance Committeemen provided for in this Article for the purpose of representing employees in accordance with the provisions of Article VI, “Grievance Procedure,” of this Contract.

**Section 2.**

11       The number of Stewards recognized in each bargaining unit shall be as shown in the Modern Operating Agreement for Melrose Park and Springfield in **2014** Main Labor Contracts.

12       Union Stewards, Representatives and Bargaining Committee – Any and all past practices providing for Union Stewards to perform the steward functions as described in the P&M Main Labor Contracts on a full time basis are eliminated. Stewards within the plants are working stewards, and will be allowed to check off for a reasonable period of time for the purpose of performing required representation functions and/or meeting with management. Otherwise, stewards will be expected to work their assigned job duties. If a dispute arises with respect to the amount of time spent performing steward functions, the matter will be immediately addressed by the Chairman of the Bargaining Committee and the Plant Manager or their designated representative.

**Section 3.**

13       The number of Grievance Committeemen recognized in each bargaining unit shall be as shown on Exhibit “B.”

**Section 4.**

14       No person shall be eligible to serve as Steward or Grievance Committeeman or their alternate except an employee in the bargaining unit who has acquired seniority



status, provided, however, that in the event a new department is created within a bargaining unit covered hereby and a majority of the employees in such department are probationary employees, this provision will be waived for said department.

**Section 5.**

15 No employee shall be designated as a Steward to represent employees outside his own area and shift.

**Section 6.**

16 The zone to be represented by a single Grievance Committeeman (who shall be designated by the Local Union) shall be determined by the Local Union and the Local Plant. In the event that a Grievance Committeeman is not employed in his designated zone on the designated shift, the Company will transfer him to such zone and shift and assign him to a job he is capable of performing which is as nearly comparable to his prior job as possible. Any employee thereby displaced will be permitted to exercise seniority as if a reduction in force had occurred. The Chairman of the Grievance Committee may have the entire bargaining unit as his zone.

**Section 7.**

17 The Local Union may designate an alternate for each Steward and such alternate shall function as Steward only when the regularly designated Steward is absent from the Plant. However, an alternate Steward will not be recognized in the absence of the regularly designated Steward unless such alternate is then an employee of the area and shift he is to represent.

**Section 8.**

18 The Local Union may designate an alternate for each Grievance Committeeman and such alternate shall function as Grievance Committeeman only when the regularly designated Grievance Committeeman is absent from the Plant. However, an alternate Grievance Committeeman will not be recognized in the absence of the regularly designated Grievance Committeeman unless such alternate is then an employee of

the zone and shift he is to represent. There shall be no obligation to transfer employees designated as alternate Grievance Committeemen.

19 The Local Union may also designate an alternate for the Grievance Committee Chairman in which case the provisions of this Section will be applicable to such alternate.

**Section 9.**

20 No Steward, alternate Steward, Grievance Committeeman, or alternate Grievance Committeeman will be recognized under the terms of this Contract until the Chairman of the Grievance Committee of the Local Union has notified the Plant Human Resources Manager or designated representative in writing of such designation.

**Section 10.**

21 All the terms and conditions of this Contract which are applicable to Stewards or Grievance Committeemen will apply to their alternates while they are serving as Stewards or Grievance Committeemen.

**Section 11.**

22 The Local Union shall not designate an employee to serve as both a Steward and a Committeeman at the same time, except in a temporary situation during which employees would not otherwise have the representation provided above.

**Section 12.**

23 (a) For the purpose of providing Union representation on off-duty days, the following shall be in effect:

24 (1) When more than one (1) employee is scheduled to work on an off-duty day, the Steward who regularly represents the area wherein the work is to be performed on the shift scheduled will be offered the opportunity to work, provided he is qualified to perform one of the jobs scheduled for the off-duty day, and he

shall be paid the rate of the job to which he is assigned for such off-duty day.

25           (2)    When more than five (5) employees covered hereby are scheduled to work on an off-duty day, the Grievance Committeeman who regularly represents the zone wherein the work is to be performed on the shift scheduled will be offered the opportunity to work, provided he is qualified to perform one of the jobs scheduled for the off-duty day, and he shall be paid at the rate of the job to which he is assigned for such off-duty day.

26           (3)    When more than ten (10) employees covered hereby are scheduled to work on an off-duty day, the Chairman of the Grievance Committee will be offered the opportunity to work, provided he is qualified to perform one of the jobs scheduled for the off-duty day, and he shall be paid the rate of the job to which he is assigned for such off-duty day.

27           (4)    If it is determined before the end of each of the respective shifts on Friday that off-duty day work will be scheduled, each Steward and Grievance Committeeman who regularly represents an area and zone on a shift which will be scheduled to work, and the Chairman of the Grievance Committee, will be notified by his respective Supervisor, provided such Union representative is then in the Plant.

28           However, there shall be no obligation to notify a Grievance Committeeman or the Chairman of the Grievance Committee under this sub-section unless the appropriate number of employees are scheduled to work as set forth in Sub-sections (2) and (3) above. The Union representative shall be informed as to which jobs will be scheduled and will be offered his regular job if it is scheduled for the off-duty day or a job as nearly comparable as possible under the circumstances if his job is not scheduled. Any grievance concerning his right to work on a job scheduled to work on such off-duty day shall be presented at that time to his Supervisor. If he

fails to present the grievance at that time, the Company will not be required to entertain such grievance filed thereafter.

29 (5) If it is determined after the end of each of the respective shifts on Friday that off-duty day work will be scheduled, the Company will endeavor to notify each Union representative who is eligible for such work in accordance with the provisions of this Section. Each Union representative eligible for off-duty day scheduling for representation purposes will be required to keep in the Employment Department a current telephone number where he can be reached. In case the representative does not have a home telephone he will furnish a telephone number where he can be reached in such a situation. The representative will be called at such number in carrying out this notification obligation. A temporary record will be established for each case that such a telephone call has been made. The record will include the information as to whether the representative received the notification directly or a message was left for him. If there is no answer to the phone call, it will be repeated later. The Company is not required to do more than make "reasonable" efforts in the carrying out of this notification obligation.

30 (6) When a Steward or Grievance Committeeman performs work on an off-duty day in the area and on the shift he represents, and employees in such area and shift work overtime into another shift, he shall be retained to perform such overtime work which he is qualified to perform, rather than calling in another shift's Steward or Grievance Committeeman. A Steward or Grievance Committeeman will only be called in to work on an off-duty day when the employees he represents are scheduled to work in the area and on the shift he represents as provided in Sub-sections (a) (1) and (a) (2) of this Section.

31 (b) For the purpose of providing Union representation during an overtime period worked on any regularly scheduled work day, the following shall be in effect:

32           (1) When more than one (1) employee covered hereby is scheduled to work during such daily overtime period in an area for which a Steward has not been designated for the shift during which the overtime is scheduled, the Steward who represents such employees during their regular shift will be offered the opportunity to work, provided he is qualified to perform one of the jobs scheduled for the overtime period, and he shall be paid the rate of the job to which he is assigned during such overtime period.

33           (2) When it is determined that daily overtime work will be scheduled, a Steward who is entitled to be offered the opportunity to work under Sub-section (1) above will be informed by his Supervisor concerning which jobs will be scheduled and will be offered his regular job if it is scheduled for the daily overtime period or a job as nearly comparable as possible under the circumstances if his job is not scheduled. Any grievance concerning his right to work on a job scheduled to work during such daily overtime period shall be presented at that time to the Supervisor. If he fails to present the grievance at that time, the Company will not be required to entertain such grievance filed thereafter.

34           (c) In the event employees working on a third shift at any operation are scheduled to remain at work to perform overtime extending into an off-duty day, the provisions of Sub-section (a) and (b) above shall not apply with respect to representation of such third shift employees, but instead the Steward who has been representing such employees on such third shift will be offered the opportunity to work during such overtime period for the purpose of continuing to represent such employees. This opportunity to work shall be offered subject to the same conditions applicable to a Steward in Sub-section (b) above.

35           (d) In any case where the Steward, Grievance Committeeman or Chairman of the Grievance Committee who is entitled to work as the result of the application of Sub-section (a) above, or a Steward who is entitled to work as the result of the application of (b) or (c) above, is (1) not available

for work, or (2) declines the opportunity to work, the opportunity to work will be offered to the Union representative's designated alternate under the same conditions applicable to the appropriate Union representative, provided the Union representative declines a sufficient period of time before such overtime or off-duty day work to permit offering the appropriate alternate the opportunity to work and the designation of the alternate is on file with the Human Resources Manager or designated representative prior to the time the opportunity to work is offered the Union representative.

36 (e) It is understood that Stewards, Grievance Committeemen and the Chairman of the Grievance Committee, and their alternates, will handle only those grievances that arise during the daily overtime period or on the off-duty day.

37 (f) The following rules will apply when employees are sent home temporarily without regard to seniority under Article XV, Section 3:

38 (1) Where more than one (1) employee is retained in an area represented by a Steward, the Steward (or his previously designated alternate if acting as Steward) shall be retained.

39 (2) Where more than five (5) employees are retained in a zone represented by a Grievance Committeeman, the Grievance Committeeman (or his alternate if acting as Grievance Committeeman) will be retained.

40 (3) Where more than ten (10) employees are being retained in the bargaining unit, the Chairman of the Grievance Committee will be retained.

41 (4) Stewards or Grievance Committeemen (or their alternates acting as Stewards or Grievance Committeemen) will be assigned to their jobs if such jobs are scheduled to run during the temporary no-work period or will be assigned to other jobs in their areas or

**ARTICLE IV**

**UNION REPRESENTATION**

zones as nearly comparable as possible if their jobs are not scheduled. However, the Company shall be under no obligation to retain an employee under this Sub-section who is not qualified to perform one of the jobs scheduled in his area or zone during the temporary no work period.

- 42 (g) Sub-sections (a), (c), (d), and (e) of this Section will be applied to provide union representation to employees on non-continuous operations on holidays in the same manner as provided on off-duty days.

**Section 13.**

- 43 For any bargaining unit covered by this Contract subsequent to the signing of this Contract there shall be negotiated locally suitable provisions for the number of Grievance Committeemen, and zones to be represented by such Grievance Committeemen, in order to establish a proper basis for representation in such unit in conformity with this Article.

**ARTICLE V  
UNION SECURITY AND  
PAYROLL DEDUCTION OF UNION DUES**

**Section 1--Union Security.**

- 44 (a) An employee in the bargaining unit who is a member of the Union in good standing on the effective date of this Contract shall commencing thirty (30) days thereafter maintain his membership in the Union for the duration of this Contract to the extent of paying an initiation fee (if due and owing under the International Union Constitution), and the current periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.
- 45 (b) An employee in the bargaining unit on the effective date of this Contract who is not a member of the Union on the effective date of this Contract shall be required to be a member commencing the thirtieth (30<sup>th</sup>) day following the effective date of this Contract or the tenth (10<sup>th</sup>) day following the date the Union notifies the Company in writing such employee has

failed to tender the initiation fee and periodic dues uniformly required to obtain membership in the Union, whichever is later. Employees hired after the effective date of this Contract shall become members of the Union no later than the thirtieth (30<sup>th</sup>) day following their date of employment or the tenth (10<sup>th</sup>) day following the date the Union notifies the Company in writing such new employee has failed to tender the initiation fee and periodic dues uniformly required to obtain membership in the Union, whichever is later. The Company will promptly notify each such employee of his Union security obligations upon receiving notification of delinquency from the Union. Employees required to join the Union under this Sub-section shall maintain their membership to the extent of paying an initiation fee (if due and owing under the International Union Constitution) and the current periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

46           (c) (1) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful requiring membership in a labor organization as a condition of employment.

47           (2) If and when an appellate court of any state shall hold by final judgment or decree not subject to further review that an employer and a union may, by agreement, require employees in such state, as a condition of employment, to pay to a union amounts that are equivalent to the periodic membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union or a statute of any such state shall expressly so provide then, and in either event, employees in such state who are covered by this Contract on the date when such judgment or decree becomes final or such statute becomes effective, shall, as a condition of employment, pay to the Union such amounts as are equivalent to the periodic membership dues and initiation fees. The same requirements, with respect to (i) the date upon which



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such payments are required and (ii) notification by the Union of delinquencies, shall apply under this provision as under Sub-section (b) above. Employees hired, rehired, reinstated, or transferred into such state after said date and who are covered by this Contract shall, as a condition of employment, pay to the Union such amounts as are equivalent to the periodic membership dues and initiation fees commencing the thirtieth (30<sup>th</sup>) day after the beginning of their employment, subject to the same requirements as stated above concerning notification by the Union and effective date of the above obligations. Employees who tender amounts equal to said membership dues and, if not already a member, initiation fees, and who are not in arrears in paying the equivalent of periodic dues, shall be deemed to have met the conditions of Section 1 (a) of Article V. If any such final judgment or decree, as described above, is later reversed or otherwise modified or nullified, or if the laws of any such state are later amended or are construed by that state's highest court to prohibit arrangements such as this Sub-section provides, this Sub-section of this Contract shall terminate. Otherwise, it shall continue in full force and effect until the expiration of this Contract.

48           (3)    If a final judgment or decree of an appellate court of any such state not subject to further review holds that an employer and a union may not enter into such an agreement as Sub-section (2) above describes, and if any such judgment or decree is later reversed, overruled or otherwise modified or nullified so as to permit such an agreement, or if the laws of any such state are later amended or are construed by that state's highest court so as to permit arrangements such as said Sub-section (2) describes, then in any such event the requirements of said Sub-section (2), within the time limits therein set forth, shall apply to employees in such state as of the date of such event.

49           (d)    The Union shall accept into membership each employee covered by this Contract who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

50 (e) “Member of the Union in good standing” as used in Section 1 (a) and (b) above means any employee who is a member of the Union and is not more than sixty (60) days in arrears in the payment of periodic dues.

51 (f) Initiation fees for membership in the Union shall not exceed the amount prescribed by the Constitution of the International Union at the time the employee becomes a member.

52 (g) Any member whom the Union certifies to the Company as having failed to make the required payment of dues and initiation fees as provided in Sub-section (a) above, or any employee who fails to tender periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union as provided in Sub-section (b) above, shall be considered delinquent commencing the month in which the Company receives certification of delinquency and shall be allowed a period of ten (10) working days following such certification by the Union within which to comply with the requirements of this Contract commencing with the month in which his delinquency is certified to the Company.

53 (h) A newly-hired employee will be notified during the regular employment procedure of his obligation under the Contract (where permitted by law) to become a member of the Union after thirty (30) days of employment, to the extent of payment of initiation fees and dues.

54 (i) In keeping with Contract provisions designed to foster harmonious relations between the Company and the Union, such newly-hired employee will be introduced to his area Steward within a reasonable time following his initial employment.

**Section 2--Payroll Deduction of Union Dues**

55 For the duration of this Contract, and subject to the applicable laws and the provisions of this Section 2, the Company agrees to deduct from the wages earned, or from any Regular Benefits paid under the Supplemental Unemployment

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Benefit Plan, as the case may be, and pay over to the Local Union the Union membership dues of all employees within the bargaining unit who are members of the Union and who in writing authorize and request the Company to do so in accordance with the provisions of this Section. "Union membership dues," as used herein, means the employee's periodic dues, and initiation fees, if any. Membership dues based on hourly earnings shall be calculated at the employee's straight time regular rate of pay, but excluding any night shift bonus, for the last payroll period worked and concluded before the start of the first payroll period of the month in which dues are deducted. Membership dues deducted from Regular Benefits under the Supplemental Unemployment Benefit Plan shall be in accordance with the Union's Constitution. Should the Local Union later certify to the Company that the amount due as periodic Union dues has been changed, the Company shall deduct and remit in accordance with such certification. The Local Union will keep the Company informed of the proper amounts to be deducted in each case.

56 (a) Employees who desire to authorize and request the Company to make such deductions and payment of their Union membership dues shall use the form attached hereto as Exhibit "C" and entitled "Authorization for Check-Off of Dues."

57 (b) Payroll deduction of Union membership dues shall become effective in the calendar month during which the "Authorization for Check-Off of Dues" form, properly filled out and signed by the employee, is submitted to the Company by the Local Union before the twentieth (20<sup>th</sup>) day of the month. If such forms are received on or after the twentieth (20<sup>th</sup>) day of the month, deductions shall commence in the first payroll period of the subsequent month.

58 (c) Payroll deductions of Union membership dues owing at the start of the first payroll period for each month will be made from the earnings (also including vacation money allocated in accordance with Section 9 (a) of Article XIV) following the first week ending payroll period commencing in each calendar month, or from Regular Benefits under the Supplemental Unemployment Benefit Plan paid

during that payroll period. If an employee has earnings for that payroll period and a Regular Benefit under the Supplemental Unemployment Benefit Plan is paid to him during that payroll period, dues in accordance with the Union's Constitution shall be deducted only from the Regular Benefit. All sums deducted from the earnings of the first payroll period of the month will be remitted to the Local Union Financial Secretary on or before the twenty-fifth (25<sup>th</sup>) day of that month. All sums deducted from the earnings of subsequent payroll periods of that month will be remitted on or before the second (2<sup>nd</sup>) Friday of the following month. All sums deducted from Regular Benefits under the Supplemental Unemployment Benefit Plan paid during payroll periods commencing in a month will be remitted on or before the Friday following the last of such payroll periods. The Company will furnish the Local Union each month the identity of employees for whom payroll deductions of Union membership dues have been made in the prior month. Such list will be furnished not later than the second (2<sup>nd</sup>) Friday of each month.

59 (d) No payroll deduction of Union membership dues shall be made from the earnings of any payroll period in which the employee's earnings after deducting taxes, insurance premiums, and amounts due the Company are insufficient to cover the full deduction for such payments. Amounts not deducted in any payroll period in a month due to lack of earnings, payment of Regular Benefits under the Supplemental Unemployment Benefit Plan or for any other reason will be deducted, to the extent earnings are available, or Regular Benefits are paid, in the next or any succeeding payroll period commencing in that month, but in no event will the deduction of membership dues be deferred beyond the calendar month in which such membership dues are initially owed, and in no event will such deduction be made where a deduction has theretofore been made, in such calendar month, from any Regular Benefits paid under the Supplemental Unemployment Benefit Plan.

60 (e) There shall be no deduction from the wages of an employee for Union membership dues for any month during which such employee receives no wages from the Company for the entire month, or during which such employee is

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transferred for the entire month to an occupation which is not a part of a bargaining unit to which this Contract applies; however, deductions will be resumed when such employee returns to a bargaining unit covered by this Contract. When an employee is transferred from one bargaining unit covered by this Contract to another such unit, deduction of Union membership dues will not be made until a new authorization directing payment to the local representing such unit is received.

61           However, upon returning to a bargaining unit where a form had previously been submitted, deduction will be resumed unless (1) such authorization had been revoked in accordance with its terms, or (2) the employee is returning to such bargaining unit as a new employee following a break in service in such bargaining unit.

62           (f) Once each month the Company will send a statement or memorandum indicating the reason for failure to include any sum or sums which would ordinarily have been checked off from the wages or Regular Benefits under the Supplemental Unemployment Benefit Plan of any employee under the provisions of Sub-section (a) of this Section 2 including the name and check number of each such employee.

63           (g) All dues deduction authorizations which are in the agreed form and which are delivered to the Company pursuant to this Section 2, shall be revocable by the maker thereof in accordance with the terms of the authorization. In all cases revocation is to be effected by the maker giving written notice thereof to the Company as provided in said agreed form. Upon receipt of a revocation, the Company will promptly notify the Local Union.

64           (h) Should any employee deny the giving of such "Authorization for Check-Off of Dues," or claim that the same was revoked or terminated in accordance with its terms or the provisions of this Contract, the issue thus presented shall constitute a grievance to be settled by recourse to the grievance procedure set up in this Contract. If the dispute is not satisfactorily resolved by such means, any question of fact or any claim involving the meaning or application of this

Contract may be submitted to arbitration in accordance with the procedures elsewhere set forth herein.

65 (i) The Company shall continue to deduct from the wages, or from Regular Benefits paid under the Supplemental Unemployment Benefit Plan, as the case may be, and pay over to the Local Union the Union membership dues of those employees within the bargaining units specified in Article III of this Contract, who, prior to the signing of this Contract and under the provisions of some previous contract between the Company and the Local Union, authorized and requested the Company on the then agreed upon form to make such deductions and who have not withdrawn from the Union as provided in such previous contract, or revoked their authorization and request in conformity with such authorization. The parties hereto understand and agree that they cannot, by this Contract, enlarge the authority granted by such previously-given authorization and request and that so long as the Company continues to make deductions on the authority of such previously-given authorization and request the Company's action in that behalf will be limited by the provisions of the document involved.

66 (j) The Union shall indemnify and save the Company harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Company in having deductions of Union membership dues made as hereinabove defined.

**Section 3--Application.**

67 It is the express wish and intention of the parties that this Article V be construed and applied in conformity with and subject to all federal and state laws having a bearing on the subject matter thereof.

68 If an employee chooses not to authorize and request the payment of his Union membership dues by means of payroll deductions as in this Article provided, or if an employee revokes a previously-given authorization and request (as he may do at a time and in the manner permitted by law or by the terms of such document) and if such employee is nevertheless

under a duty to continue to maintain a paid-up status in the Union as a condition of employment, such employee will be required to pay his Union membership dues directly to the Union for so long as such conditions continue.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

69 Both parties agree that avoiding unnecessary grievances and the handling of oral grievances is dependent on the understanding and the continuing cooperation of management and union representatives.

70 In this connection the parties encourage the expeditious consideration of complaints at the point of origin by the bringing together of people with the special talents and skills required for full exploration of the problem involved, the joint investigation and agreement on the facts, and the resolution of differences within the framework of the labor contract.

71 The Company and the Union have established the following objectives:

- 1. Avoidance of grievances and misunderstandings.
- 2 Oral handling of grievances within the framework of our agreements.
- 3. Expeditious investigation and quick disposition of such grievances or problems.

72 The Union and the Company agree that they will continue to work within the framework of their agreements to further these objectives.

**GRIEVANCE PROCEDURE**

**Section 1.**

73 Should grievances arise between the Company and the Local Union or employees under this Contract, such

grievances shall be taken up for settlement under the following procedure:

**Step 1 -- Oral Presentation of Grievance to General Foreman or Other Designated Supervisor.**

74 The grievance shall be presented by the employee involved or the Steward, or both, to the General Foreman or other designated Supervisor. The Company and the Union both recognize the value and importance of full discussion and complete presentation and agreement concerning all pertinent facts in order to clear up any misunderstandings. The parties will cooperate in the exchange of pertinent information concerning the grievance. Every reasonable effort shall be made by both parties to settle the problem in this Step 1.

75 The General Foreman, or other designated Supervisor, will respond to the grievance promptly when all facts have been considered.

76 Any Steward having an individual grievance in connection with his own work may request of his Supervisor that the Grievance Committeeman of the zone in which he works represent him in Step 1 of the grievance procedure.

77 In any case in which the Steward wishes to discuss a grievance with his Grievance Committeeman or the Chairman of the Grievance Committee prior to first step presentation, the Steward must request his Supervisor to call such Grievance Committeeman or Chairman for this purpose and will inform his Supervisor of the nature of the grievance and, if possible, the identity of the aggrieved employee(s). Thereupon, the Supervisor will call such Grievance Committeeman promptly.

78 After the oral first step answer has been given and before such grievance is appealed to Step 2, the Grievance Committeeman within whose zone the grievance is presented and the Chairman of the Grievance Committee may be permitted to investigate the grievance jointly or one or the other (not both) on an individual basis. Such investigation shall be made for the purpose of obtaining the facts and a full understanding of the issues involved in the grievance.



**Step 2.****(a) Appeal**

79 Any grievance which is not disposed of in Step 1 and which the Union elects to appeal further may be appealed to Step 2 by the Union Committee. A grievance will be appealed to Step 2 when the Chairman of the Grievance Committee or his alternate places an identification of the grievance on the agenda for discussion at the next second step meeting. The agenda for any second step meeting must be presented at least five (5) days before the scheduled date for the meeting to permit the review of facts and positions prior to discussion. By mutual agreement this five-day limit may be waived.

80 The Management Committee and the Union Grievance Committee shall, when necessary, work out a procedure for the logging of dates, time involved and the identity of the aggrieved employees to avoid duplicate grievances and for use in determining the application of Section 2 of this Article.

**(b) Presentation to Management Committee**

81 Meetings will be held weekly at a time mutually acceptable to the parties. The Plant Manager or one of his assistants, in addition to the Human Resources Manager or designated representative, will be present at such meetings at least once each month as a member of the Management Committee. International Union representatives may be present at such meetings upon request of either party. Those grievances which the Committee has previously appealed and identified for discussion will be reviewed, and both parties will completely set forth in the discussion all known facts and contentions concerning the specific grievance. The Management Committee's position with regard to each grievance discussed will be given no later than at the regularly scheduled meeting following the meeting at which the grievance was discussed. The Management Committee's response will state whether there is any dispute with respect to the facts of the case and whether the grievance is granted or denied and if denied, the reason for the denial.

82 The President of the Local Union may attend Step 2 meetings and will be afforded time off with pay from his regularly scheduled work on the same basis as a Grievance Committeeman for such attendance.

83 The decision of the Management Committee on a grievance discussed at a Step 2 meeting at which the Plant Manager or one of his assistants was not present may be reviewed at the next Step 2 meeting at which the Plant Manager or one of his assistants is present. The Plant Human Resources Manager or designated representative must be informed that such review is desired at least two (2) working days before the meeting at which such decision is to be reviewed.

(c) **Procedures for Disposition of Unresolved Step 2 Grievances**

84 If the grievance is not disposed of in Step 2 and the Union elects to appeal further, the grievance will be reduced to writing, stating all the pertinent facts (including the date the grievance was first presented to the Company in Step 1) and the Contract provision(s) relied upon in support of the Union's position. This written appeal will be signed by the Chairman of the Grievance Committee. The Plant Human Resources Manager or designated representative will reply, in writing, within ten (10) working days. Such answer will state the Company's position, the Contract language relied upon and whether the grievance is granted or denied. After receipt of such answer, the Local Union may refer the grievance to **Step 2-1/4** where the appropriate Regional Director of the International Union, or his designated representative, who, in consultation with the Local Union, shall review the grievance to determine whether it warrants further consideration. If the Regional Director or his designated representative determines that the grievance warrants further consideration, he shall refer such grievance to **Step 2-1/2** to the International Union. It shall be the final responsibility of the International Union to determine whether grievances as defined in Article VII, Section 1, shall be submitted to final and binding arbitration under the procedure provided in such Article VII.

85 In connection with its responsibilities with respect to the review of unresolved grievances, the International Union, through its designated representative, may arrange with representatives of the Company to meet at a mutually satisfactory time for the purpose of eliminating disagreements concerning the interpretation of the Contract which have prevented disposition of grievances in the grievance procedure. The Company shall also have the right to request representatives of the International Union to meet at a mutually satisfactory time for the same purposes.

**Step 3 -- Arbitration.**

86 In the event it is not possible for the parties to dispose of any grievance as defined in Article VII, Section 1, through recourse to the above procedures, the International Union or the Company may appeal the grievance to final and binding arbitration in accordance with the procedure set out in Article VII.

**Section 2.**

87 (a) Except as specifically provided in Section 6 of Article XI, retroactivity of grievance settlements effected under this Article or Article VII, "Arbitration," shall be limited to the date the grievance is presented in the first step of the grievance procedure, except:

88 (1) Where the circumstances made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such claim prior to that date, or

89 (2) Where the grievance is not recurring in nature (does not recur on subsequent days) and the grievance is filed in the first step within a reasonable time,

in which case the claim may be retroactive to a date not more than sixty (60) days prior to the date that the grievance was presented in the first step of the grievance procedure. Where no wage loss has been caused by the Company's action complained of, the Company shall be under no obligation to make monetary adjustments. In no event shall the Company be

obligated to make wage adjustments in the case of employees who have broken their seniority and employment relationship, prior to the date the grievance is presented, except in the case of employees whose seniority and employment relationship are reinstated under the provisions of Section 5 of Article XV of this Contract.

90 (b) No grievances may be processed under this Article unless the situation complained of continues to exist or occurs after the effective date of this Contract and the grievance is first presented in the first step as provided in this Article after the effective date of this Contract. Grievances which arose under the prior Contract may be processed only in accordance with specific procedures separately established for such purposes by the Company and the Union.

91 (c) Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the pay in question was delivered to the employee.

92 (d) All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Company during the periods as above defined, less the following:

93 (1) Any Unemployment Compensation which the employee is not obligated to repay or which he is obligated to repay but has not repaid nor authorized the Company to repay on his behalf.

94 (2) Any Supplemental Unemployment Benefit paid the employee under the Supplemental Unemployment Benefit Plan.

95 (3) Compensation for personal services other than the amount of compensation he was receiving from any other employment which he had at the time he last worked for the Company and which he would have continued to receive had he continued to work for the Company during the period covered by the claim.

96 Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted.

97 In the event it is determined that an employee is entitled to retroactive pay because of reinstatement from a disciplinary suspension or discharge, because of an improper layoff, or because of being improperly withheld from a job, the computation of retroactive pay, if any, shall include, in addition to straight time hours and night shift premium, where applicable, an allowance for overtime and premium pay hours the employee would have been offered had he not been absent for one of the above reasons. Such allowance shall be calculated on a weekly basis and computed on the average number of hours worked per employee in the department or classification in which the employee would have otherwise worked but for the occurrence set forth above. Such allowance shall be offset by any daily overtime or premium pay hours worked by the employee for, or offered the employee by the Company during the period in question. Effective immediately, overtime equalization bypass errors, overlooks (not including man on the job or delay in transfers), calculation errors and other similar circumstances will be remedied by offering the next available assignment instead of pay.

98 (e) No decision of the Permanent Arbitrator or of the Management in one case shall create a basis for retroactive adjustment in any other case prior to the date of presentation in the first step of each such specific claim, except with respect to a decision granting a grievance claiming error in the application of Section 1(d) of Article XII in classifying an employee performing identified duties. The granting of such a grievance under Sections 1(d) of Article XII shall also provide a basis for retroactivity after the date of presentation in the first step of the granted grievance to other employees who have performed the same identified duties in the grievant's department, provided that such other employees did not perform such job or duties on or prior to the date of presentation in the first step of the granted grievance but have

only performed such job or duties subsequent to that date as a replacement for or in the place of the aggrieved employee or as additions to the work force in the department supplementing the performance of the grievant on such job or duties. However, the foregoing exception shall not apply if the written grievance was granted because of special facts or considerations.

99 (f) Any grievance that either (a) is not processed or (b) is disposed of under procedures adopted by the Company and the Union in the implementation of the Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, and the Union and its members.

100 Except with respect to the right of an employee to present a grievance on his own behalf, the Union shall, in the redress of alleged violations by the Company of this Contract or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Contract, and only the Union shall have the right to assert and press against the Company in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Contract.

101 No employee or former employee shall have any right of action under this Contract on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Contract.

**Section 3.**

102 Failure of the Company to answer grievances within the time limit prescribed in any step of the grievance procedure shall permit the Local Union to refer the case to the succeeding step of the procedure, following the expiration of the time limit for answer. However, such time limit may be extended by mutual agreement of the parties.

**Section 4.**

103 In any case where the Management Committee and the Grievance Committee agree that an emergency exists and the case cannot be delayed until the time of the next regular meeting, such case may be presented and considered at any time at Step 2 of the grievance procedure.

**Section 5.**

104 Grievances may be presented to the Chairman of the Grievance Committee by the Company and in such cases the same shall be initially introduced in writing in Step 2 of the grievance procedure. The Company shall submit the grievance to the Chairman at least five (5) working days prior to the regularly scheduled meeting at which it is to be discussed. The Local Union shall be required to answer such grievances in the same manner and within the same time limit as required of the Company in Step 2 of the grievance procedure as specified in this Article.

**Section 6.**

105 Grievance Committeemen and designated Local Union officers shall be permitted to leave the Plant on Union business during working hours upon request.

**At Springfield: Grievance Committeemen (including the Chairman) and designated Local Union officers shall be permitted to leave the Plant on Union business during working hours upon request, up to a maximum of ten (10) at one time; provided they obtain standard gate passes from their Supervisors before they leave the plant. It is understood that this time is not to be paid for by the Company. The Local Election Committee will be excused upon request of the Local Union President under the same terms applicable to Grievance Committeemen and designated Local Union Officers but will not be included in determining the ten (10) employee limit set forth above. In addition, designated employee members of special Local Union Committees as listed at the end of this paragraph will be permitted to be absent from the plant within the**

**following limitations: (a) the Local Union President must notify HR of such absence no later than 3:00 pm on Thursday of the week preceding the week of the absence; and (b) there may be no more than a total of six (6) employees absent for special Local Union Committee activities on the same day. It is understood that time spent by employees for any of the activities described in this paragraph is not to be paid for by the Company. In the event of a function that requires more than the allotted six employees, the Local union will work with the local Plant management to determine whether the special need can be accommodated. Any future concerns regarding "J" Time will be reviewed and addressed by the local parties for resolution. For the purposes of this paragraph, the special Local Union Committees consist of the following: Skilled Trades; Constitution and Bylaws; Union Label; Education; Conservation and Recreation; Community Services; Civil and Human Rights; Citizenship and Legislative; Consumer Affairs; Veterans; and Local Union Women's Committee.**

**At Melrose Park: Grievance Committeemen and designated Local Union officers shall be permitted to leave the Plant on Union business during working hours upon request; up to a maximum of ten (10) at one time, except for monthly Executive Board meetings at Melrose Park, where twelve (12) at a time will be permitted; provided they obtain standard gate passes from their Supervisors before they leave the Plant. It is understood that this time is not to be paid for by the Company. The Local Election Committee (limited to 10 persons) will be excused upon request under the same terms applicable to Grievance Committeemen and designated Local Union Officers and will be included in determining the ten (10) or twelve (12) employee limit set forth above**

#### **Section 7.**

106 International Union representatives may be present in meetings of the second step of the grievance procedure. Upon request to the Plant Manager by the Local Union, a representative of the International Union will be permitted to



visit the Plant for the purpose of securing necessary information with respect to any specific grievance which has not been finally resolved in Step 1 of the grievance procedure. The International Union representative shall be subject to all the safety rules and regulations of the Plant during the period of such visit.

**Section 8.**

107 The recognized Stewards and Grievance Committeemen shall be afforded time off by the Company during their regularly scheduled working hours as may be required in the performance of the following functions within the Plant:

108 (a) A Steward while making an investigation of a grievance in Step 1 of the grievance procedure within his designated area, provided he informs his Supervisor of the nature of the grievance or the identity of the aggrieved employee, or both if possible, before making such investigation.

109 (b) A Steward while presenting a grievance within his designated area to the designated Supervisor in Step 1 of the grievance procedure.

110 (c) A Grievance Committeeman while making an investigation of the individual grievance of a Steward in Step 1 of the grievance procedure within the Steward's designated area, provided the Steward has requested that the Grievance Committeeman represent him and the Grievance Committeeman identifies the nature of such grievance to the Steward's Supervisor before making such investigation.

111 (d) A Grievance Committeeman while presenting the individual grievance of a Steward within the Steward's designated area to the Steward's designated Supervisor in Step 1 of the grievance procedure, provided the Steward has requested that the Grievance Committeeman represent him.

112 (e) A Steward or a Grievance Committeeman when requested by management to leave his job to confer with management.

113 (f) A Steward, Grievance Committeeman, or the  
Chairman of the Grievance Committee while attending the  
initial review in the Human Resources Department of the  
suspension or discharge of an employee as provided in Article  
XI.

114 (g) A Grievance Committeeman and the Chairman of  
the Grievance Committee while making an investigation,  
jointly or one or the other (not both) on an individual basis,  
within his designated zone of a grievance which has been  
answered by a Supervisor in Step 1 of the grievance procedure,  
provided he identifies the grievance to be investigated.

115 (h) The Grievance Committeemen while attending  
regularly scheduled grievance meetings with the Management  
Committee in Step 2 of the grievance procedure or while  
attending emergency meetings with the Management  
Committee pertaining to matters which by agreement of the  
Management Committee and the Grievance Committee cannot  
reasonably be delayed until the time of the next regular  
meeting.

116 (i) A Grievance Committeeman or the Chairman of the  
Grievance Committee while discussing a grievance with a  
Steward of an area within his zone prior to presentation of the  
grievance in Step 1, provided he is called by the Supervisor of  
the department in which the grievance exists.

**Section 9.**

117 To secure pay for time off afforded by the Company  
during his regularly scheduled working hours under Section 8  
of this Article, a Steward or a Grievance Committeeman will  
be required to use the authorizations required on the forms  
which will be provided by the Company for the accounting of  
such time, a copy of which is located in the Supplemental  
Documents to the Main Labor Contracts as Exhibit "D".  
These authorizations shall entitle Stewards and Grievance  
Committeemen to be paid for such time off at the regular  
hourly rate in the case of dayworkers. In case (1) a Steward or  
a Grievance Committeeman works on the second or third shift  
and the Management requests him to confer at an hour which

requires him to make a special trip to the Plant, or (2) a Grievance Committeeman who works on the second or third shift attends a regularly scheduled grievance meeting with the Management Committee in Step 2 of the grievance procedure during first shift hours, such Steward or Grievance Committeeman shall also be compensated as provided in this Section for the time so spent in the Plant. In such event, neither Article XIII, Sections 5 nor 6 shall apply.

**Section 10.**

118 (a) The Company will not be required to pay Grievance Committeemen under the provisions of Section 9 of this Article in any case where:

(1) The Union representative has failed to follow the provisions contained in this Article, or

(2) The amount of time spent is unreasonable.

119 (b) In any case in which pay is denied, such pay denial will not be a matter for discussion, consultation or investigation in the first step of the grievance procedure, but will be placed on the agenda for the next regularly scheduled second step grievance meeting. The Company will provide the Chairman of the Grievance Committee, in writing, with the details of the pay denial, which will include the identity of the Union Representative involved, the period of time involved, and the reasons for the Company denying the payment. Prior to the second step meeting at which the pay denial will be discussed, the Chairman of the Grievance Committee and the Human Resources Manager or designated representative may investigate the circumstances of the pay denial. This joint investigation will include hearing the testimony from the Supervisor and the Union Representative involved and recording this information to aid in discussion in the second step meeting. The Company agrees that the provisions of this Section will not be administered in such a manner that Local Union Representatives will be curtailed in the performance of legitimate Union duties permitted under this Contract.

**ARTICLE VII  
ARBITRATION**

**Section 1.**

120 A claim that either the Company or the Union at a particular Plant has violated some provision of this Contract or failed to perform some obligation assumed under this Contract, is an "arbitrable grievance" within the meaning of this Contract. Arbitrable grievances which are not disposed of in Step 2 of the grievance procedure at such Plant, as provided in Section 1 of Article VI of this Contract, may be appealed to final and binding arbitration by either the Company or the Union at such Plant under the provisions and procedures of this Article, provided such appeal is made in accordance with Section 2 of this Article. Claims other than those defined above shall not be deemed arbitrable under this Contract. Except as provided in Section 2 of Article VI of this Contract, no grievance may be processed under this Article unless the situation complained of continues to exist or occurs after the date of this Contract and the grievance is first presented in writing in the grievance procedure after the effective date of this Contract.

**Section 2.**

121 A grievance shall be deemed to have been appealed from Step 2 of Section 1 of Article VI to arbitration as set forth in this Article, if the International Union of the Union, or in the case of the Company, its designated representative, shall have given written notice of its desire to schedule such case for arbitration within one year from receipt of the written answer in Step 2 of the grievance procedure or the expiration of the time limit for such answer, as provided in Section 4 (a) of this Article. Neither the Company nor the Union shall be required to consider further any grievance which is not appealed from Step 2 within the time limits and in the manner provided in this Article.

**Section 3.**

122 A Permanent Arbitrator to serve until the termination of this Contract, provided he continues to be acceptable to the Union and the Company, shall be selected by mutual agreement between the Union and the Company. In addition to the agreed compensation to be paid him for his services, he will be entitled to his necessary traveling expenses in connection with the performance of his duties. If such Arbitrator becomes unacceptable to either or both parties, appropriate written notice shall be sent to the Arbitrator and the opposite party, and he shall thereupon conclude his services by rendering decisions on any grievances pending that have already been heard by him.

**Section 4.**

123 (a) The International Union may request the Permanent Arbitrator to schedule cases which have not been barred by the one-year time limit by notifying the Permanent Arbitrator and the Company in writing of the cases it wishes scheduled for hearing. The Permanent Arbitrator shall, after consultation with representatives of both parties, schedule a hearing at least thirty (30) days subsequent to the receipt by the Company of the list of cases to be scheduled. The Union shall have the right to request the scheduling of cases for subsequent hearings in which case the schedule established by the Permanent Arbitrator will require hearings no more often than every fourth week.

124 (b) Cases will be heard in the order in which they are listed by the Union unless it is mutually agreed to change the order of the cases. The Permanent Arbitrator shall have the authority to grant requests for postponements where, in his judgment, the disposition of cases, or other circumstances, necessitate such action to permit either the Company or the Union to fully prepare and present its case.

125 (c) In any case where a grievance not barred by the one-year time limit involves accumulating liability, the Company shall have the right to request the scheduling of such grievance or grievances. Such case will either be scheduled forthwith or

dropped unless an acceptable reason is given for not doing so. If a disagreement develops concerning such reason advanced, the Arbitrator shall decide the question before proceeding to hear the case.

126 (d) The Permanent Arbitrator will determine the date on which hearing of a specified number of cases will begin, provided, however, that hearings will not be scheduled to continue more than five (5) consecutive work days, and no hearings shall be scheduled on a Saturday, a Sunday, or a holiday enumerated in this Contract, or other than normal business hours. In the event all of the specified cases are not heard during the scheduled hearings, the hearings shall be recessed after not more than five (5) days of hearing for at least fifteen (15) calendar days but not less than such time as is necessary for the Permanent Arbitrator to issue awards in the cases fully heard prior to the recess, subject, however, to the exception provided in Section 8. The hearings will again be recommenced subject to the same provisions as listed above. In the event that a hearing date has been set for a subsequent date, such hearing date will be changed so that the hearing on the subsequent schedule will not commence until at least three (3) calendar weeks have elapsed after the close of the recessed hearing.

127 (e) In the event the Permanent Arbitrator is holding a hearing every fourth week as permitted by this Section and there are cases scheduled every fourth week for the next six (6) months, and there are cases which cannot be set for hearing within six (6) months after the date on which the Permanent Arbitrator is notified to schedule such cases because of prior cases scheduled for hearing by the Permanent Arbitrator, a second Permanent Arbitrator shall be selected by mutual agreement of the Company and the Union. Such second Permanent Arbitrator shall be subject to the terms of Section 3 of this Article.

128 (f) Such second Permanent Arbitrator shall have the same powers, functions and authority as set forth in this Contract for the Permanent Arbitrator. The second Permanent Arbitrator shall hold hearings subject to the same time limits and other requirements, except that he shall not schedule cases

at any time when the cases listed by the Union under Sub-section (a) could be set for hearing within six (6) months by the Permanent Arbitrator. The hearing schedule of each Permanent Arbitrator shall be independent of the other Permanent Arbitrator. The two Permanent Arbitrators shall arrange the schedules of cases listed by the Union for hearing so that the lists of cases will be heard in the order they were submitted for scheduling to the extent that is possible consistent with the other related provisions of this Section.

- 129 (g) A disciplinary grievance arising under Article XI or an issue involving emergency considerations may be inserted in the order of scheduled cases in advance of any case which had already been scheduled. For this purpose, an issue involving emergency consideration is an issue involving the interpretation or application of any term of this Contract which has been initiated by either party directly with the other party and upon which the parties have agreed upon a stipulation of the issue to be decided by the Permanent Arbitrator. When either party desires to move forward such a grievance or issue, the moving party shall notify the Permanent Arbitrator and the opposite party of the exact place at which such grievance shall be inserted in the order of scheduled cases, which may include insertion in the list of specified cases which the Arbitrator has already set for hearings, provided that no such case shall be heard less than twenty-one (21) days after being inserted in the order of cases. Without regard to the above limitations, other cases which either of the parties consider to involve emergency considerations may be advanced on the schedule by mutual agreement of the International Union and the Company.

#### **Section 5.**

- 130 Hearings will be held in Warrenville, except that at the request of either party hearings will be held in Springfield. However, no hearing will be divided between any two of such locations in any calendar week except by mutual agreement. The hearing room will be provided by the Company.
- 131 Union representatives who are needed by the Union in the presentation of their case and employees who are witnesses for

the Union will be excused from work without pay to attend a hearing upon written request by the Union.

132 Other employees whom the Union wishes to attend a hearing will also be excused from work without pay upon written request of the Union if production requirements permit, and provided space limitations are not exceeded.

133 Except by agreement, persons who are not employees of the Company or the Union will not be permitted to attend a hearing unless they are participants.

**Section 6.**

134 At such hearing before the Arbitrator, the parties may present oral and documentary evidence in support of their several contentions and each party shall at all times have the right of cross examination. The Arbitrator may, upon the request of either party or his own motion, adjourn the hearing for a sufficient period to enable either party to furnish additional evidence, oral or documentary, which, in the opinion of the Arbitrator, is relevant to the issue or issues involved.

**Section 7.**

135 At the conclusion of such hearing, each party shall have the right to request permission of the Permanent Arbitrator (or temporary Arbitrator) to file a posthearing brief. The Arbitrator shall have the authority to determine whether briefs should be filed and the scope thereof. He shall also set the time limit for filing such briefs if permission is granted.

**Section 8.**

136 The Arbitrator shall render his decision within fifteen (15) working days following the hearing or following receipt of the briefs or expiration of the time limit for submission of such briefs, whichever is appropriate, provided, however, the Arbitrator may at the hearing, request an extension of time and the parties will extend such time for decision for such further period as circumstances may require. However, no hearing will be scheduled until decisions on all cases previously heard



have been issued except that if the Arbitrator has requested an extension of time for rendering his decision on a particular case as provided above, a hearing may be scheduled even though such case remains undecided.

**Section 9.**

137           Following the issuance of any arbitration award, each Local Union or the Company may identify grievances properly pending in the grievance procedure and request that such grievance be disposed of on the basis of the award (including the contractual interpretations upon which the award is based). Such request shall be made in writing by the Chairman of the Grievance Committee or the Plant Human Resources Manager or designated representative at the Plant involved, as the case may be.

138           (a)    Within two (2) weeks after receipt of such notice, the Company or the Local Union, as the case may be, shall grant or deny the request that the grievance be settled on the basis of the award. If the request is denied, such party shall state the reasons for denial. In the event such party is of the opinion that the request should be honored in part, it shall so advise the opposite party and the representatives of the Company and the Local Union shall attempt to work out a mutually agreeable settlement at the next Step 2 meeting in the grievance procedure. If the request for settlement is denied in whole or in part, the grievance may be processed to arbitration in accordance with the time limits of this Contract.

139           (b)    Immediately following the issuance of an arbitration award and continuing for thirty (30) days thereafter, an employee believing the award (including contractual interpretations upon which the award is based) applicable to him may file a written grievance in Step 2 of the grievance procedure, requesting application of the award. The situation complained of must have occurred after the effective date of this Contract. In the event the grievance is denied it may be appealed to arbitration in the same manner as any other grievance. The provisions of Section 2 of Article VI concerning retroactivity of grievance settlements shall be applicable to such claim.

**Section 10.**

140 The agreed compensation and necessary traveling expense of the Arbitrator and the other expenses incidental to the hearings or meetings involved in the case shall be borne equally by the Company and the Union, but this shall not include expenses contracted by either of the parties in the preparation and presentation of its case.

**Section 11.**

141 If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said tests of arbitrability, he shall refer the case back to the parties without a decision or recommendation on the merits.

**Section 12.**

142 The function of the Arbitrator shall be of a judicial rather than a legislative nature. He shall not have power to add to, to ignore or to modify any of the terms and conditions of this Contract. His decision shall not go beyond what is necessary for the interpretation and application of this Contract or the obligation of the parties set forth in this Contract. No decision shall decide issues not directly involved in the case. Nothing in this Section shall limit the right of the Arbitrator to exercise full discretion in determining the reasonableness of disciplinary measures invoked by the Company, and in a proper case the Permanent Arbitrator shall have the right to make appropriate modification of a disciplinary measure which he determines is in excess of the amount deemed reasonably necessary under Article XI. In deciding cases, the Arbitrator shall have the authority to determine the applicability of prior permanent arbitration awards between

the parties and the contractual interpretations upon which such prior awards were based.

143 No provision of this Contract shall be construed to mean that questions concerning the Company's wage structure or rates of pay are arbitrable. The Occupational Rating Book applicable to each Plant shall control at such Plant with respect to all matters covered therein. In the event the Arbitrator determines in a classification grievance that no appropriate classification exists for the aggrieved employee, he shall refer the matter back for disposition under Section 1 (b) of Article XII. No decision of the Arbitrator shall require the payment of a wage rate different from that provided above or below the rate range provided in such Occupational Rating Book for the daywork occupational classification involved.

### **Section 13.**

144 Any case appealed to the Permanent Arbitrator involving a continuing refusal of Management to return an employee to work after disability, by reason of the medical findings of a physician or physicians acting for the Company, will be reviewed between the Company and the International Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which he is entitled in line with his seniority. Failing to resolve the question, the parties may by mutual agreement, refer the employee to a clinic or physician mutually agreed upon whose decision with respect to whether the employee is or is not able to do a job to which he is entitled in line with his seniority shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which he is entitled in line with his seniority, whichever is the later.

**Section 14.**

145 (a) As soon as possible upon written identification from the International Union to the Company's Labor Relations Department of unresolved grievances which the Union feels are appropriate for submission to the Expedited Arbitration process, the Company will arrange for a pre-arbitration meeting to be held at the Company's World Headquarters. The purpose of this meeting shall be to develop a full and complete discussion of the cases in issue and to reach agreement on the grievances to be scheduled for Expedited Arbitration. Should the Company not agree to schedule a particular grievance for Expedited Arbitration, it shall be processed as though appealed on that date in accordance with the regular procedure, unless withdrawn by the Union. However, a grievance protesting disciplinary action imposed upon an employee will be scheduled for Expedited Arbitration if it is so desired by either the Company or the Union.

146 (b) During or immediately after the meeting, the Union will submit to the Company a list of the cases which the parties have agreed are appropriate for Expedited Arbitration and which the Union desires to go forward with. The cases shall be grouped according to geographical area (i.e., Chicago area **or** Springfield area,) and shall be listed according to priority.

147 (c) The Permanent Arbitrator designated by the parties (or such other Arbitrator as the parties may agree) will be contacted immediately by the parties for available dates for Expedited Arbitration to be held at one or more of the four areas referred to above (or such other location as the parties may agree) in accordance with the priorities identified by the Union.

148 (d) At least one (1) week in advance of the arbitration, the spokesman for the Company and the spokesman for the Union who will present the case to the Arbitrator will meet together at the location from which the identified grievance arose for the purpose of conducting a joint investigation, which shall be the last investigation before the hearing by either party, unless otherwise agreed. The purpose of this joint

investigation shall be to identify specifically those areas where the Company and the Union are in agreement and those issues and allegations where they are apart.

149 (e) On the day preceding the scheduled Expedited Arbitration (or such other time as the parties may agree) a hearing in the nature of a pre-trial conference will be held, at which will be present only the spokesmen who will present the case on behalf of the Union and the Company and the Arbitrator who is scheduled to hear the cases. The conference will be conducted by the Arbitrator (with or without a stenographer as the parties may agree) and the parties will be asked to identify briefly the relevant facts, areas of agreement and disagreement, and the evidence to be presented at the hearing. The purpose of this conference shall be to acquaint the Arbitrator with the cases to be heard and narrow the issues where possible.

150 (f) At any time before the hearing, either party, or the Arbitrator at the pre-trial conference, may conclude that the issues involved are of such complexity or significance as to require further consideration, in which event, the case shall be referred back to and processed through the regular grievance-arbitration procedure.

151 (g) The hearing will be informal.

152 (h) No briefs will be filed or transcripts made, but each party will submit a brief "presentation sheet" which will reflect (1) the issue, (2) facts agreed to by the parties, (3) facts in disagreement between the parties, (4) a short summary of the parties' contention in the case and (5) the relief requested.

153 (i) The Arbitrator shall be bound by the precedents established in prior Permanent Arbitration proceedings between the parties if identified by the parties at the hearing, and by all the terms, conditions and procedures of the applicable Main Labor Contracts, unless expressly altered hereby.

154 (j) In each case, the Arbitrator shall issue his decision, in writing, within seventy-two (72) working hours after

conclusion of the hearing. The decision shall be based on the record developed and presented by the parties at the hearing and shall state only whether the grievance is granted or denied, or granted in part and denied in part, and the appropriate remedy, if any. The decision will not form a precedent for any future cases and will be expressly confined to the particular facts of the case. The decision shall be final and binding upon both parties.

**ARTICLE VIII  
FUNCTIONS OF MANAGEMENT**

155 It is agreed that (except as restricted by the terms of this Contract) the Company retains the sole right to manage the affairs of the business and to direct the working forces of the Company. Such functions of management include (but are not limited to) the right to:

156 (1) Determine the methods, products and schedules of production, locations of production, the type of manufacturing equipment and the sequence of manufacturing processes within the Plant.

157 (2) Determine the basis for selection, retention and promotion of employees for occupations not within the bargaining unit established in this Contract.

158 (3) Maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline. The Company will inform the Union of any changes in existing rules and regulations or the establishment of new rules and regulations before such changes are made effective; provided, however, that any complaint as to reasonableness of such rules or any grievance involving claims of discrimination against any employee in the application of such rules shall be subject to the grievance procedure of this Contract.

159 (4) Direct generally the work of the employees subject to the terms and conditions of this Contract, including the right to hire, to discharge, to suspend or

otherwise discipline employees for good cause, to promote employees, to demote or transfer them, to assign them to shifts, to determine the amount of work needed and to lay them off because of lack of work.

160 (5) Determine the number and location of the Company's plants.

**ARTICLE IX  
DISCRIMINATION**

**Section 1.**

161 The Company and the Union will comply with all federal, state and local employment laws; will provide equal opportunity to all employees; and will not discriminate against employees because of age, race, sex, religion, national origin, disability, or veteran status as those terms are defined by applicable law.

**Section 2.**

162 The Company agrees to continue its present non-discriminatory policy offering equal opportunity for available jobs to qualified applicants without regard for their race, sex, marital status, sexual orientation, color, political or religious affiliation, national origin, or membership in any labor or other lawful organization.

163 All job titles and job descriptions contained in this agreement will be construed to be gender neutral.

164 In addition, there will be no discrimination on the basis of age, as provided in the Age Discrimination in Employment Act of 1967, as amended, handicap, or Vietnam Era Veteran's status.

**ARTICLE X  
STRIKES AND LOCKOUTS**

**Section 1.**

165       The Company and the Union agree that the grievance procedure provided herein is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is their mutual desire to avoid any interruption of production.

166       The term "interruption of production" shall mean any work stoppage or strike, any intentional slowdown of production, or a concerted refusal to accept overtime and premium pay assignments. Note: See provisions of Article XIII, Section 11.

**Section 2.**

167       During the life of this Contract, the Company will not lock out any employee nor will the Union cause or authorize any interruption of production of any of the Company's operations until all of the grievance procedure as outlined in this Contract has been exhausted and in no case on which the Arbitrator shall have ruled or is empowered to rule nor in other cases on which the Arbitrator is not empowered to rule until at least five (5) days following receipt of the Company's written answer in Step 2 of the grievance procedure and then only if the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, notifies the Company in writing of its intentions.

**Section 3.**

168       The Company and the Union agree that there shall be no intentional slow-downs of production by any employee or employees for any reason during the life of this Contract. For this purpose the term "intentional slow-down of production" shall be construed to mean a condition of willful restriction or reduction of production by any employee or employees which is within the reasonable control of such employee or employees.



**ARTICLE X**

**STRIKES AND LOCKOUTS**

**Section 4.**

169       The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Contract and to make every effort toward inducing all other employees to do so.

170       In any case where an interruption of production occurs in violation of this Contract, the Union agrees that it will in good faith and without delay exert itself to bring about a quick termination of such interruptions of production, and will insist that the employee or employees involved therein return to work and to normal production promptly. To that end, the Local and International Union will promptly take whatever affirmative action is necessary.

**Section 5.**

171       During any period in which any employee or employees are engaged in any interruption of production in violation of this Contract, the Company will not be required to meet with representatives of the Union with respect to such employee or employees engaged in such interruption of production.

**ARTICLE XI  
EMPLOYEE DISCIPLINE**

**Section 1.**

172       The Company, in directing the working force, may exercise its right to invoke disciplinary measures for good cause, subject to the terms and conditions of this Contract. In imposing discipline on a current charge, the Company will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification on his employment application after a period of eighteen (18) months from his date of hire. Records of disciplinary action taken more than two (2) years in the past shall be removed from an employee's departmental file only upon the transfer or discipline of the employee.

**Section 2.**

173       Disciplinary measures include reprimand, suspension and discharge.

**Section 3.**

174       Reasonable disciplinary measures may be invoked for the purpose of maintaining efficiency, safe practices and discipline and for directing, leading, causing or participating in any interference with or interruption of production in violation of this Contract and shall be deemed to be imposed for good cause.

**Section 4.**

175       (a) Upon being notified of his suspension or discharge, it shall be the duty of a first shift employee to leave his department without delay and go to the Plant Human Resources Department. The employee's Steward and the Chairman of the Grievance Committee will be notified of such disciplinary action immediately after the employee has been notified of his suspension or discharge. An employee suspended or discharged for tardiness or absenteeism, however, will not be required to leave the Plant until the completion of any review hearing requested by the Local Union or employee. In no event, however, will the effective date of the disciplinary action imposed in cases of absenteeism or tardiness be deferred beyond the next regularly scheduled workday following the date on which the disciplinary action was taken.

176       (b) If the notification occurs outside of regular business hours, that is on second or third shift, the employee shall report to the Plant Human Resources Department during the next working day unless prevented from doing so for reasons beyond his control. In cases where the employee is notified of his suspension or discharge outside of regular business hours, a representative designated by the Local Union will be notified immediately after the notice of suspension or discharge and will be given an opportunity to hear the employee's statement of position. The Chairman of the Grievance Committee will be

notified the following day. An employee suspended or discharged for tardiness or absenteeism, however, will not be required to leave the Plant until the completion of any review hearing requested by the Local Union or employee. In no event, however, will the effective date of the disciplinary action imposed in cases of absenteeism or tardiness be deferred beyond the next regularly scheduled workday following the date on which the disciplinary action was taken.

177 (c) In the event a review is requested by the Local Union or the employee, the Human Resources Manager or designated representative will review such case with the employee and the Steward. The Committeeman for the zone in which the discharged or suspended employee worked and/or the Chairman of the Grievance Committee shall attend the review if desired by either the Company, the employee, or the Steward.

178 (d) Except for cases of tardiness or absenteeism, the wages of the employee shall cease at the time the employee is notified of his suspension or discharge, except as provided in Section 6 of this Article.

**Section 5.**

179 In the event that an employee on the seniority list who is suspended or discharged believes such disciplinary measure was not for "good cause" as defined in Section 3 of this Article, such case shall be handled in accordance with the following procedure:

180 (a) In the event the employee or the Union notifies the Company in writing within five (5) working days after the employee is notified of his suspension or discharge, that it is claimed the suspension or discharge is in violation of this Contract, the case may be presented in Step 2 of the grievance procedure. At the request of the Chairman of the Grievance Committee to the Plant Human Resources Manager or designated representative, the suspended or discharged employee will be permitted to attend the Step 2 meeting while the facts of his case are being presented, provided (1) his presence is considered necessary by the Chairman of the

Grievance Committee to adequately present the facts of the case, and (2) his participation in the meeting is limited to explaining the facts which gave rise to the disciplinary action in question.

181 (b) If the case is not satisfactorily disposed of within five (5) working days after it is presented, the Union may appeal such case to arbitration within the time limits and procedures established by Article VII of this Contract.

**Section 6.**

182 (a) Should it be decided under this Article that there was not good cause for the disciplinary measure imposed and that such disciplinary measure should be set aside, or that the disciplinary measure taken cannot be deemed reasonably necessary and that such disciplinary measure should be modified, the Company agrees to reinstate the employee in accordance with such decision and all hours he would otherwise have worked in accordance with such decision shall be counted as hours worked in determining eligibility under the Supplemental Unemployment Benefit Plan, pension credits under the Non-Contributory Retirement Plan, and for vacation purposes. The Company further agrees to pay any wages due the employee as a result of such decision in accordance with Article VI, Section 2 (d) of this Contract.

183 (b) Should it be decided under this Article in the case of a discharged employee that there was good cause for the discharge, or a discharged employee files a grievance requesting only a determination of eligibility for supplemental allowance (where the Company has specified that the reason for the employee's discharge will result in his/her being ineligible to receive a supplemental allowance), the permanent arbitrator shall have the authority to determine in the case of an employee eligible to retire under Section 2 (c) (2) of Article II of the Non-Contributory Retirement Plan whether the cause for his discharge should result in his being ineligible to receive a supplemental allowance under such Retirement Plan.

**ARTICLE XII  
WAGE PAYMENT PROVISIONS**

**Section 1.**

184 (a) Daywork classifications, sub-classifications, wage groups, and daywork job descriptions as contained in each Plant Daywork Occupational Rating Book, daywork rate ranges, and automatic progression schedules as provided in Exhibit "E," daywork occupations rated out of structure as provided in Exhibit "F," shall constitute the wage structure for the Plant and shall remain in effect for the duration of this Contract, except as they may be changed by the provisions of Section 1 (b) and Section 3 of this Article.

185 Unless otherwise specified, whenever the term "classification" is used hereafter in this Article, it shall mean sub-classification if such sub-division exists.

186 (b) If an appropriate classification does not exist in the appropriate Plant Occupational Rating Book of the Plant involved for new daywork, and in the case of changed daywork if the change has made the former classification inappropriate under the principles of the arbitration awards on classification under the prior Contract, the Company shall initially determine the classification, job description and wage group, including those cases under Article VII of this Contract in which an Arbitrator has decided that no appropriate classification exists. Such determination by the Company shall become final unless challenged by the Union within a thirty (30) day period after the Company informs the Local Union and the UAW Heavy Truck Department of the International Union of such determination. If challenged by the Union within such period, the issue shall become the subject of collective bargaining between the Company and the Local Union without undue delay. However, at the request of either the UAW Heavy Truck Department or the Labor Relations Department of the Company, negotiations will be conducted on a central level. The Company's determination shall continue to be applied unless changed as the result of such collective bargaining.

(c) The purposes of classifications are:

187 (1) To distinguish between work assignments  
having different prime functions or basic elements, and

188 (2) To distinguish between work assignments  
having different job conditions or requiring different  
types or levels of skill, responsibility, or effort.

189 The purpose of the job description for each classification  
is to describe the prime functions or basic elements, and where  
appropriate for identification purposes, the job conditions or  
the type or level of skill, responsibility, or effort required. All  
secondary or incidental duties, or duties which are the prime  
function of other jobs, which may be required in the  
performance of an employee's job assignment, are not  
necessarily set forth in the job description if they are not  
required for the identification of the prime function, job  
conditions, or type or level of skill, responsibility or effort  
required.

190 In view of the purposes of classifications and job  
descriptions as set forth above, the provisions of this Sub-  
section shall not be construed to limit either the Company's  
right to assign work to employees or an employee's obligation  
to perform assigned work. Likewise, the provisions of this  
Sub-section shall not be construed to affect either the  
contractual rights or obligations of employees or the Company  
in (1) the application of seniority in cases of promotion,  
demotion, transfer or layoff, (2) payment of proper rates of pay  
for assigned work, or (3) equalization of overtime.

(d) **Daywork Employees**

191 The classification of a daywork employee under the terms  
of this Contract will continue to be the same as such  
employee's classification at the expiration of the prior  
Contract, provided such employee returns to the same job  
assignment he was performing at the expiration of the prior  
Contract. Such an employee will not be reclassified under this  
Contract unless his duties are changed during the term of this  
Contract, in which event the employee following such change

in duties will be subject to reclassification under the principles of the arbitration awards on classification under the prior Contract.

192 The initial classification of a new daywork employee, and the classification of a daywork employee who is subject to reclassification under the provisions of the preceding paragraph, shall be consistent with the duties and responsibilities of such employee and the job description of the classification as contained in the Plant Occupational Rating Book. Thereafter, such employees shall only be subject to reclassification under the principles of the arbitration awards on classification under the prior Contract.

193 (e) The Company agrees to furnish to the Local Union at each Plant a copy of the Plant Daywork Occupational Rating Book for each Local Union grievance committeeman and to provide to the Local Union new or changed material for such books.

194 (f) The Company agrees to furnish to the UAW Heavy Truck Department of the International Union three (3) copies of each of the Plant Daywork Occupational Rating Book. The Company will provide to the Regional Director of the Union of each region in which Plants covered by this Contract are located one (1) copy of the Plant Daywork Occupational Rating Book. The Company will provide to the UAW Heavy Truck Department of the International Union and to the Regional Directors involved new or changed material for such book. If any Regional Director or Local Union believes that any such book in their possession is not up to date, such book may be submitted to the Compensation Department at the appropriate Plant for editing and revision.

### Section 2.

195 (a) Effective **October 1, 2014**, each daywork employee hired before **October 1, 2014**, will receive an individual rate in an amount sufficient to place his rate within the rate range applicable to his classification at the appropriate Plant as contained in Exhibits "E" and "F", (with due regard to Automatic Progression Schedules), except as follows:

196 (1) If a daywork employee's rate in effect immediately prior to **October 1, 2014**, was above the maximum rate of the rate range then applicable, and such employee's classification covering the same work he was then performing has been placed at the same relative position in the wage structure under this Contract as in the wage structure in the prior Contract, such employee will receive an individual rate in an amount sufficient to place his rate at the same cents-per-hour over-rate above the maximum of the rate range at the appropriate Plant, as contained in Exhibits "E" and "F". However, if such an over-rated employee's classification has been placed at a higher position in the wage structure, the cents-per-hour attributable to such upward evaluation shall be used to reduce the amount of such employee's over-rate (but not to reduce the employee to a rate below the maximum of the rate range under this Contract).

197 (2) The rate of an indentured apprentice under this Section shall be determined in accordance with the period of service he holds as an indentured apprentice and the apprentice rate schedule as contained in Exhibit "C" of the Apprenticeship Supplement referred to in Article XVII.

198 (3) The rate of an employee classified as a group leader to a daywork classification shall be determined in accordance with the group leader formula as contained in the job description, and the maximum of the rate range as contained in Exhibits "E", and "F".

199 (b) The Company will furnish to the Local Union in writing the identity of each employee who is over-rated, the classification on which he is over-rated and the amount of such over-rate.

### **Section 3.**

200 (a) **Effective February 16, 2015, increase all rates for production employees hired on or after October 1, 2007 by \$1.00.**



201 (b) Effective **October 1, 2015**, an Annual Improvement Factor (AIF) of **two percent (2%)** will be added to the following wage tables as shown in Exhibits E and F. **For employees hired on or before October 1, 2007, adjust only max rate.**

202 (c) Effective **October 1, 2017**, an Annual Improvement Factor (AIF) of **two percent (2%)** will be added to the following wage tables as shown in Exhibits E and F. **For employees hired on or before October 1, 2007, adjust only max rate.**

**Section 4.**

(a) Lump Sum Payments

203 (1) The lump sum payments are not a bonus and are not intended in whole or in part to be compensation for past services; instead, these payments are intended to provide a continuing improvement in the employee’s standard of living on a going-forward basis over the term of the Contracts while at the same time providing the Company with necessary cost containment opportunities.

204 (2) Accordingly, a Lump Sum payment will be made to each eligible employee in accordance with the following table:

<b>Eligibility Date</b>	<b>Amount</b>	<b>Payable During Week Ending</b>
<b>September 30, 2014</b>	Three percent (3%) of Qualified Earnings	<b>February 22, 2015</b>
<b>September 30, 2016</b>	Three percent (3%) of Qualified Earnings	<b>October 30, 2016</b>

205 (3) An employee shall become eligible for a Lump Sum payment as hereinafter defined, provided he

has seniority as of each designated eligibility date set forth above.

206 (4) An employee's Lump Sum will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls.

207 (5) Qualified Earnings, as used herein, are defined as income received by an eligible employee from the Company during each designated Lump Sum eligibility year resulting from the following:

- Hourly Base Wages\*
- COLA\*
- Shift Premium\*
- Incentive Earnings
- Vacation Pay
- Paid Absence Allowance Payments
- Holiday Pay
- Continuous Shift Premium
- Bereavement Pay
- Jury and Witness Duty Pay
- Apprentice Pay
- Report-In or Call-In Pay
- Temporary Military Service Make-Up Pay
- Back pay awards related to the designated eligibility year.
- \*Including overtime, Saturday, Sunday, and Holiday premium payments.

208 (6) An employee who retires during the Lump Sum eligibility year provided in Sub-section (4) above, and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Lump Sum as defined.

209 (7) In the case of an employee who dies during the Lump Sum eligibility year, a Lump Sum shall become payable as if he were a seniority employee on the designated eligibility date and calculated based on his Qualified Earnings during the eligibility year as defined

in Sub-section (4) above. Such Lump Sum shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Company in its discretion may determine.

**(b) Lump Sum Payments In Lieu of Profit Sharing**

210 (1) All bargaining unit employees with a bargaining unit seniority date of September 30, 2010 or earlier and who remain continuously employed by the Company as of February 1 of each contract year will receive additional lump sum payment in the amount of \$1,000, less applicable withholdings, if and only if Navistar International Corporation (NIC) reports a positive after-tax net income for the prior fiscal year. The first such potential payment will be made in February of 2016 if NIC reports a positive after-tax income for FY2015. These payments will be made no later than February 28 of each contract year to each eligible employee.

211 (2) All bargaining unit employees with a bargaining unit seniority date of 10/1/10 or later and who remain continuously employed by the Company as of February 1 of each contract year will receive an additional lump sum payment in the amount of \$1,000, less applicable withholdings, if and only if Navistar International Corporation (NIC) reports a positive after-tax net income of \$500,000 or more for the prior fiscal year. The first such potential payment will be made in February of 2016. These payments will be made no later than February 28 of each year.

(c) Wage Rate for Employees Hired On Or After October 1, 2010

212 The wage rates for employees hired on or after October 1, 2010 are included in Exhibit "E".

(d) Cost-of-Living Allowance for employees hired before October 1, 2010

WAGE PAYMENT PROVISIONS

ARTICLE XII

213 (1) Effective October 1, 2010 each employee  
hired before October 1, 2010 shall receive a cost-of-  
living allowance as set forth in this Section.

214 (2) The cost-of-living allowance shall not be  
added to the wage rate for any classification, but only to  
each employee's straight-time hourly earnings.

215 (3) The cost-of-living allowance shall be taken  
into account in computing overtime, premium pay, night  
shift bonus, vacation payments, bereavement pay,  
holiday pay, and pay under Sections 5 and 6 of Article  
XIII of this Contract.

216 (4) The amount of the cost-of-living allowance  
shall be determined and redetermined as provided below  
on the basis of the Consumer Price Index for Urban  
Wage Earners and Clerical Workers (Including Single  
Workers) published by the Bureau of Labor Statistics,  
United States Department of Labor (1967=100) and  
referred to herein as the "Index."

217 Continuance of the cost-of-living allowance shall be  
contingent upon the availability of the Index in its present  
form and calculated on the same basis as the Index for July,  
1995, unless otherwise agreed upon by the parties. If the  
Bureau of Labor Statistics changes the form or the basis of  
calculating the BLS Consumer Price Index, the parties agree to  
request the Bureau to make available for the life of this  
Agreement a monthly Consumer Price Index in its present  
form and calculated on the same basis as the Index for July,  
1995; provided, however, that the Index used in the  
computation for any month as set forth in Sub-section (6)a  
shall be the Official Index referred to in this Sub-section based  
on the most recent consumer expenditure weights or pricing  
procedures.

218 (5) COLA is suspended for all employees for the  
first four (4) quarterly payments of the Contract. The  
first quarterly COLA adjustment will be made in  
December of **2015; this COLA adjustment will be  
calculated based solely on the amount of the COLA**

**change during the quarter and any COLA change that may have otherwise occurred during the suspension period will not be considered in any calculation..**

219 Beginning with the first quarterly COLA payment in December of **2015**, and for the duration of the Contract, COLA quarterly payments will be calculated as provided under Section 4(d)(6).

220 (6) Adjustments in the cost-of-living allowance will be made at the following times and in the amounts as set forth below:

a. Adjustment Dates

<b>Effective Date Of Adjustment</b>	<b>Based Upon Three Months Average of the BLS Consumer Price Indexes For</b>
<b>December 7, 2015</b> First pay period beginning on or after <b>March 7, 2016</b> , and at three calendar month intervals thereafter to <b>September 3, 2018.</b>	<b>August, September, and October, 2015, November, December, 2015, and January 2016</b> , and at three calendar month intervals thereafter to <b>May, June, and July 2018.</b>

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index point.

In no event will a decline in the three-month average BLS Consumer Price Index below **697.1** provide the basis for a further reduction in wages.

b. Adjustment Amounts

<b>Three-Month Average BLS Consumer Price Index</b>	<b>Cost-of-Living Allowance</b>
697.1 or less	\$.00 per hour
697.2 – 697.4	.01 per hour
697.5 – 697.6	.02 per hour
697.7 – 697.9	.03 per hour
698.0 – 698.1	.04 per hour
698.2 – 698.4	.05 per hour
698.5 – 698.7	.06 per hour
698.8 – 698.9	.07 per hour
699.0 – 699.2	.08 per hour
699.3 – 699.4	.09 per hour
699.5 – 699.7	.10 per hour
699.8 – 700.0	.11 per hour
700.1 – 700.2	.12 per hour

And so forth with 1¢ adjustment for each 0.26 change in the average Index for the appropriate three months as indicated in Sub-section (a) of this Sub-section 6. The above table provides that 1¢ adjustments in the Cost-of-Living Allowance shall become payable, sequentially, for each 0.3, 0.2, 0.3, 0.2, and 0.3 change in the Average Index, with that sequence of the five changes being repeated thereafter in the table so as to produce an average adjustment over time of 1¢ for each 0.26 change in the Average Index.

c. Adjustments for COLA Offset.

**COLA Diversions: COLA will be earned only to the extent that the quarterly COLA calculation exceeds \$.05 in any quarter. To the extent that the COLA calculation exceeds \$.05 in any quarter, fifty percent (50%) of any amount greater than \$.05 will be earned by the employee as COLA; the remaining 50% will be retained by the Company.**

221

(7) In the event the Bureau of Labor Statistics shall not issue the appropriate Indexes on or before the

beginning of one of the pay periods referred to in this Section, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

222 (8) No adjustments retroactive or otherwise shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.

(e) There shall be no cost-of-living allocation for employees hired on or after October 1, 2010 including Skilled Trades employees.

**Section 5.**

223 (a) A new employee hired in a daywork classification shall be paid the rate of the established rate range of the daywork classification in which he is classified.

224 Any employee hired on or after December 1, 2007, will have his rate established for all the potential job placements noted in the balance of this Section 5, as outlined in the Exhibit "E" schedule for such employees hired on or after December 1, 2007.

224 Any employee hired after December 1, 2007, will have his pay adjusted as outlined below in this Section 5.

225 (b) In the event a daywork employee is reclassified into a lower rated classification, such employee shall be paid his former rate but not more than the maximum of such lower rated classification, except that if such employee has previously worked in such lower rated classification, and resumption of his former highest position within the rate range will give him a higher rate within the rate range he shall be paid such higher rate.

226 (c) In the event any daywork employee is reclassified into a higher rated classification, such employee shall be paid at least the minimum of the rate range for such higher rated classification or his former rate, whichever is higher, except

that if such employee has previously worked in such classification and resumption of his former highest position within the rate range will give him a higher rate, he shall be paid such higher rate. After a reasonable trial, the employee's rate will be reviewed, and if warranted on the basis of his job performance, will be increased effective at the end of such trial period.

227 (d) In the event any daywork employee is reclassified to another classification within the same labor grade, such employee shall be paid his former rate but not more than the maximum of such classification, except that if such employee has previously worked in such classification and resumption of his former highest position within the rate range will give him a higher rate within the rate range, he shall be paid such higher rate.

228 (e) In the application of Sub-sections (c) and (d) of this Section, the former rate of an employee who is entitled to an over-rate under the provisions of Sub-section (g) of this Section shall be deemed to be the maximum rate of the range of the classification from which he is being transferred and reclassified.

229 (f)(1) An over-rate rate shall be paid only when an employee is classified in the particular classification for which his over-rate was put in effect. In addition, he will receive his over-rate during periods of premium pay assignment and during periods of temporary assignment to a job when his over-rate exceeds his current rate.

230 (2) In the event a daywork employee entitled to an over-rate after the application of Section 2 of this Article is assigned to different classifications or sub-classifications and remains out of his over-rate classification for a continuous period during the term of this Contract in excess of one (1) year (excluding periods the employee is on layoff, leave of absence, is in military service or any period of continuous absence due to illness or personal injury lasting more than thirty (30) calendar days, except the first thirty (30) calendar days thereof), such employee will cease to be entitled to



receive an over-rate and will thereafter be paid the maximum of the rate range when classified in such classification.

231 (3) An employee who had a right to resume an over-rate in one or more daywork classifications under the former contract, and who is not classified in such classification on the effective date of this contract, shall receive the same cents per hour over-rate upon retransfer to such classification, provided a continuous period of not more than one year has elapsed during the term of this Contract during which the employee is out of such classification (excluding periods the employee is on layoff, leave of absence, is in military service or any period of continuous absence due to illness or personal injury lasting more than thirty (30) calendar days, except the first thirty (30) calendar days thereof). However, any increases, other than general increases, applied to such classification shall be used to reduce the amount of the over-rate, but in no event will the employee's rate be reduced below the maximum of the classification. If a continuous period of more than one year has elapsed during the term of this Contract, during which the employee is out of such classification, he shall receive the maximum of the rate range of the classification in which he formerly was an over-rate.

232 (4) Notwithstanding the provisions of Subsections (2) and (3) above, an employee who is rehired after quitting his employment, or after he has been discharged in a case where the decision is not reversed in the grievance procedure, shall no longer be entitled to receive an over-rate he held prior to his quitting or being discharged.

233 (g) In computing the periods of time set forth in the automatic progression schedules, all days of absence exceeding five (5) consecutive working days will be excluded. During the automatic progression period, the Company shall not be required to consider grievances alleging that in particular cases higher individual rates than those provided in the automatic schedules are warranted except that the rate

established after a trial period under Sub-sections (a), (c), or (e) of this Section or the denial of a rate increase after a trial period may be the subject matter of a grievance. Further progression in the remainder, if any, of the established rate range of the daywork wage group for the classification in which he is classified will be on the basis of merit rating. No rate provided for herein shall be paid retroactively for any period prior to the effective date of this Contract.

234 If an employee's rate is established within the automatic progression portion of the rate range, the Automatic Progression Schedules contained in Exhibits "E" and "F" shall thereafter apply.

235 In the event an employee's rate is the same or above a rate for a particular step in automatic progression but lower than the rate for the next higher step, he will not be required to accumulate days in automatic progression for any step lower than the step he is paid at the time of reclassification and will be credited with any days accumulated in the same step of the Automatic Progression Schedule in the last prior classification in which the employee was classified prior to entering his present classification. In no event will an employee be credited with any days after completing an Automatic Progression Schedule in any classification. Automatic progression will commence at the time of reclassification and he will be required to accumulate only the remaining number of days after crediting any days to which the employee is entitled in order to get to the next higher step determined by the Automatic Progression Schedules.

236 (h) When a particular job has been properly assigned classification, the fact that each and every task contained in the description is not required in the performance of the particular job does not prevent the employee from reaching the top of the rate range for that classification if otherwise merited. However, should work be assigned requiring any or all of the tasks listed in the appropriate job description for the classification involved, the employee must be able to perform those duties in a workmanlike manner within a reasonable time following such assignment.

**ARTICLE XII**

**WAGE PAYMENT PROVISIONS**

237           Although an employee may have the qualifications to perform work in a higher rated classification, he will nevertheless be paid a rate within the rate range (or a rate otherwise specifically provided in this Contract) for the classification properly covering the work he is performing.

238           (i)(1) When a daywork employee is assigned temporarily to a classification in the same or lower labor grade than his current classification, such employee will receive his current rate for work within such classification for the time involved.

239           (2) When a daywork employee is temporarily assigned to a higher rated classification he will receive a rate of pay consistent with his ability to perform the assigned duties for the duration of such temporary assignment. However, he shall receive not less than his current rate for such assignment.

240           (3) However, in case of reclassification the provisions as set forth in (1) and (2) of this Sub-section will not apply.

241   **Call-In Pay**

For purposes of applying Article XIII, Section 5, a daywork employee will be paid in accordance with the provisions of such Sections which are applicable to hourly-paid employees, regardless of what work the employee had been performing at the end of the last shift he worked.

**Section 6.**

242           When rate increases are granted, within the classification, the Company will notify the Steward of the area in which the employee works before the affected employee is informed.

**Section 7.**

243           The employee shall make out and sign his own labor ticket, time card, or folder daily, filling in on the form furnished for that purpose such details as are required. Those

who are unable to make out their time cards for any reason are privileged to seek assistance.

**Section 8.**

244 There shall be no change on the employee's labor ticket, time card, or folder without his knowledge. In case of a correction or change, the original entry of the employee should be legible even after the correction is made. Allowances authorized by Supervisors are to be entered daily unless impossible because of production limitations. The labor ticket, time card or folder shall be made available for the employee's reference upon his request.

**Section 9.**

245 The Company will inform the employee in advance, upon his request, of the daywork or other rate to be paid for the job assignment.

**Section 10.**

246 If it has been definitely established that an injury to a dayworker has risen out of and in the course of employment and the employee is instructed by the Plant Medical Department to leave the plant in order to receive outside treatment and he returns to work during the current shift, he shall suffer no loss in earnings for the time involved.

247 However, if the employee is physically unable to return to work because of the severity of his injury, or if the employee upon his return to work presents certification from the outside doctor showing that he was ordered not to return to work, or if the injury occurs too late in the day for the employee to return before the end of the current shift, he shall suffer no loss in earnings for the time lost during the current shift.

**Section 11.**

248 No dayworker will suffer any loss of pay for time lost from work when he is required by the Management to leave his work and report to the Plant Medical Department for a physical examination where such physical examination is

required by the Company (1) because the employee has been placed by the Plant Medical Department in a physical classification requiring such examination, or (2) because of working conditions for which the Plant Medical Department requires physical examinations to prevent a hazard to the employee's health.

**Section 12.**

249 (a) No dayworker will suffer any loss of pay when required to report to the Employment Department for transfer to another department, for the time consumed during his regular working hours in effecting the transfer.

250 (b) An employee returning from layoff, leave of absence or disability, who is required to report to the Employment Office before returning to work, will be paid for any waiting time which may be required in the Employment Office after he is processed and accepted for employment, provided he is immediately available for work. Such employees will be paid on the same basis as provided above. The Company will attempt to work out any problems of people returning so as to minimize time lost in clearance with the medical and employment departments.

**Section 13.**

(a) Straight Time Rates of Pay for Daily Overtime Assignments.

251 A daywork employee will be paid his established rate of pay for work in his regular classification. If he is assigned to work in a different classification, Section 4(j) of this Article will be applied.

(b) Straight Time Rates for Premium Pay Assignments

252 (1) A daywork employee who is assigned to daywork duties will be paid as follows:

253 a. If he is assigned to work that is a basic element or prime function of his classification, or in the event he is misclassified and such work is a basic

element or a prime function of the proper classification for the work he performs during his normal schedule of work, he will be paid his established rate for performing such work.

b. If he is assigned to work that is not a basic element or prime function of his regular classification, or in the event he is misclassified and such work is not work that is a basic element or prime function of the proper classification for the work he performs during his normal schedule of work, he will be paid for performing such work at a rate established under the same principles applicable to reclassified dayworkers, as set forth in Section 4(b), (c), and (d) of this Article. The rate of pay for each such assignment will be determined by applying such principles to the employee's established rate in his regular classification immediately preceding the premium pay day. Such rates for premium pay assignments will not affect the application of the employee's established rate in his regular classification subsequent to the premium pay day.

**ARTICLE XIII**  
**HOURS OF WORK, OVERTIME, HOLIDAYS**

**Section 1.**

255 "Overtime Pay" is the amount to be paid to an employee in excess of that earned at his regular hourly rate for work performed in excess of eight (8) hours in any workday.

256 "Premium Pay" is the amount to be paid to an employee in excess of that earned at his regular hourly rate for work performed on the employee's first off-duty day, second off-duty day, on a holiday as designated in this Article and on a Sunday which is included within the employee's regular five-day schedule of work on continuous operations.

257 "Regular Rate of Pay" of an employee shall be determined by dividing his total straight time earnings for time worked including the additional 6% night shift bonus as calculated

**ARTICLE XIII**

**HOURS OF WORK, OVERTIME, HOLIDAYS**

under Section 4 (c) of this Article paid for second and third shifts worked, but excluding all premium and overtime pay during the workweek, by the total hours worked during the workweek.

258 "Employee Workweek" means a period of seven (7) consecutive twenty-four (24) hour days commencing with the scheduled starting time of the regular first shift on Monday provided, however, at a Company operation where the regularly scheduled third shift begins on Sunday evening, the "Employee Workweek" shall commence with the regularly scheduled starting time of the third shift on Sunday and provided that for employees whose regular job assignments commence daily prior to the starting time of the regular first shift or third shift on Sunday or Monday as applicable, such employee's workweek shall commence at the regular starting time of their job assignments.

259 "Work Day" for the purpose only of determining whether an employee has worked in excess of eight (8) hours in a day, shall mean a period of twenty-four (24) consecutive hours from the time an employee begins the shift in which the work is performed.

260 "Day" for the purpose only of determining off-duty days, designated holidays and Sunday as used in this Article shall mean a period of twenty-four (24) consecutive hours commencing at the same hour each day as the beginning time of the employee's workweek.

261 "First Off-Duty Day" for an employee on non-continuous operations is the sixth day in his workweek.

262 "First Off-Duty Day, Continuous Operations" for an employee shall be his first scheduled day of rest in the workweek.

263 "Second Off-Duty Day" for an employee on non-continuous operations is the seventh day in his workweek.

264 "Second Off-Duty Day, Continuous Operations" for an employee shall be his second consecutive scheduled day of

rest in the workweek, except as provided in Section 3 of this Article.

265 "Designated Holidays" for the purpose of this Contract are:

**FIRST YEAR OF THE CONTRACT**

- Nov. 10, 2014**      **Veteran’s Day (Observance)**
- Nov. 27, 2014**      **Thanksgiving Day**
- Nov. 28, 2014**      **Day After Thanksgiving Day**
  
- Dec. 24, 2014)**
- Dec. 25, 2014)**
- Dec. 26, 2014)**
- Dec. 29, 2014)**      **Christmas Holiday Period**
- Dec. 30, 2014)**
- Dec. 31, 2014)**
- Jan. 1, 2015)**
- Jan. 2, 2015)**
  
- Jan. 19, 2015**      **Martin Luther King, Jr. Day**
- Apr. 3, 2015**      **Good Friday**
- May 25, 2015**      **Memorial Day**
- July 3, 2015**      **Independence Day**
- Sept. 7, 2015**      **Labor Day**

**SECOND YEAR OF THE CONTRACT**

- Nov. 9, 2015**      **Veteran’s Day**
- Nov. 26, 2015**      **Thanksgiving Day**
- Nov. 27, 2015**      **Day After Thanksgiving Day**
  
- Dec. 24, 2015)**
- Dec. 25, 2015)**
- Dec. 28, 2015)**
- Dec. 23, 2015)**      **Christmas Holiday Period**
- Dec. 30, 2015)**
- Dec. 31, 2015)**
- Jan. 1, 2016)**
  
- Jan. 18, 2016**      **Martin Luther King, Jr. Day**



**ARTICLE XIII**

**HOURS OF WORK, OVERTIME, HOLIDAYS**

<b>Mar 25, 2016</b>	<b>Good Friday</b>
<b>May 30, 2016</b>	<b>Memorial Day (Observance)</b>
<b>July 4, 2016</b>	<b>Independence Day</b>
<b>Sept. 5, 2016</b>	<b>Labor Day</b>

**THIRD YEAR OF THE CONTRACT**

<b>Nov. 11, 2016</b>	<b>Veteran's Day (Observance)</b>
<b>Nov. 24, 2016</b>	<b>Thanksgiving Day</b>
<b>Nov. 25, 2016</b>	<b>Day After Thanksgiving Day</b>

<b>Dec. 23, 2016)</b>	
<b>Dec. 26, 2016)</b>	
<b>Dec. 27, 2016)</b>	
<b>Dec. 28, 2016)</b>	<b>Christmas Holiday Period</b>
<b>Dec. 29, 2016)</b>	
<b>Dec. 30, 2016)</b>	
<b>Jan. 2, 2017)</b>	

<b>Jan. 16, 2017</b>	<b>Martin Luther King, Jr. Day</b>
<b>Apr. 14, 2017</b>	<b>Good Friday</b>
<b>May 29, 2017</b>	<b>Memorial Day (Observance)</b>
<b>July 4, 2017</b>	<b>Independence Day</b>
<b>Sept. 4, 2017</b>	<b>Labor Day</b>

**FOURTH YEAR OF THE CONTRACT**

<b>Nov. 10, 2017</b>	<b>Veteran's Day</b>
<b>Nov. 23, 2017</b>	<b>Thanksgiving Day</b>
<b>Nov. 24, 2017</b>	<b>Day After Thanksgiving Day</b>

<b>Dec. 25 , 2017)</b>	
<b>Dec. 26, 2017)</b>	
<b>Dec. 27, 2017)</b>	
<b>Dec. 28, 2017)</b>	<b>Christmas Holiday Period</b>
<b>Dec. 29, 2017)</b>	
<b>Jan. 1, 2018)</b>	
<b>Jan. 2, 2018)</b>	

<b>Jan. 15, 2018</b>	<b>Martin Luther King, Jr. Day</b>
<b>Mar. 28, 2018</b>	<b>Good Friday</b>
<b>May 28, 2018</b>	<b>Memorial Day (Observance)</b>

**July 4, 2018            Independence Day**  
**Sept. 3, 2018        Labor Day**

provided, however, in years in which the Company schedules a vacation period pursuant to Section 7 of Article XIV, Independence Day shall be observed on the Friday preceding the commencement of the vacation period. Further, in years when two (2) days are observed for the July 4th Holiday and the Company schedules a vacation period pursuant to Section 7 of Article XIV, the holiday days will be observed on the Thursday and Friday preceding the vacation period.

266            If the Company schedules a vacation period, an employee will not receive premium pay as provided in Section 4 (b)(2) of Article XIII (a) for work performed on such Thursday or Friday unless the Friday is July 4th. An employee will receive the applicable holiday premium pay for work performed on July 4th, or July 5th, instead of July 4th in case July 4th falls on a Sunday.

267            During each Christmas Holiday Period, there is a week in which all days, Monday through Friday inclusive are holidays, referred to in this paragraph as "the holiday week." Holiday pay for the holiday week is to be delivered to employees in the week before the holiday week. Such holiday pay for dayworkers is to be based on hourly rates in effect at the end of the second week before the holiday week. Any additional amount a worker is entitled to receive due to temporary assignment to a higher daywork classification is to be paid as "make-up." Pay for the week preceding the holiday week is to be delivered to employees in the week following the holiday week.

268            In addition to the above, any unused vacation, paid absence allowance, or Paid Absence from Work will be paid in the fourth payroll week ending in December. Unused paid absence allowance or Paid Absence from Work amounts will be determined on the same basis and from the same periods as set forth above for holiday pay.

**ARTICLE XIII**

**HOURS OF WORK, OVERTIME, HOLIDAYS**

**Section 2.**

269 (a) Regular non-continuous manufacturing operations shall be confined to five (5) consecutive eight (8) hour days, Monday to Friday inclusive. Continuous operations for the purpose of this Article shall include all present continuous operations and any additional operations which may be mutually agreed upon between the Company and the Local Union.

270 (b) Present practices with respect to starting times of shifts and work schedules shall remain in effect for the duration of this Contract unless changed by the Company to meet business requirements. If a change in the starting time of a shift or in a work schedule is decided upon, such change will be discussed with the Chairman of the Grievance Committee of the Local Union as far in advance as possible. The Company will not use this Sub-section capriciously, but will change present practices with respect to starting times of shifts and work schedules only for valid business requirements. Whenever the business requirements which cause the Company to change such present practices are of a temporary nature, the former normal starting times of shifts and work schedules which have been changed for such reasons will be reinstated when such temporary conditions no longer require the change.

**Section 3.**

271 All employees covered by this Contract shall have two (2) consecutive "off-duty" days in each workweek. However, for employees on continuous operations an off-duty day on the seventh (7th) work day and on the succeeding first (1st) work day of the following workweek shall satisfy the requirements of this Section of the Contract.

**Section 4.**

(a) **Time and One-Half Pay**

272 In addition to his hourly earnings, an employee will be paid at the rate of one-half (1/2) his regular rate of pay for work performed:

- (1) In excess of eight (8) hours in any workday.
- (2) On his first off-duty day in each workweek.
- (3) On a Sunday which is included within his regular five (5) day schedule of work on continuous operations.

(b) **Double Time Pay**

273 In addition to his hourly earnings, an employee will be paid at the rate of his regular rate of pay for work performed:

- (1) On his second off-duty day in each workweek.
- (2) On any of the designated holidays designated in this Article.

(c) **Night Shift Bonus**

274 Effective the effective date of this Contract, all hourly paid employees performing work during second or third shift hours will be paid six percent (6%) over and above their hourly rate earnings.

No adjustments in the night shift bonus will be made from the amount already paid prior to the effective date of this Contract.

275 If the regularly scheduled starting time of the first shift is 7:00 a.m., second and third shift hours will be considered to include all hours between:

3:00 p.m. and 7:00 a.m. for employees working on continuous eight-hour shifts.

3:30 p.m. and 7:00 a.m. for employees working on shifts having a half-hour lunch period.

4:00 p.m. and 7:00 a.m. for employees working on shifts having an hour lunch period.

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276 If the regularly scheduled starting time of the first shift is 7:30 a.m., second and third shift hours will be considered to include all hours between:

3:30 p.m. and 7:30 a.m. for employees working on continuous eight-hour shifts.

4:00 p.m. and 7:30 a.m. for employees working on shifts having a half-hour lunch period.

4:30 p.m. and 7:30 a.m. for employees working on shifts having an hour lunch period.

277 However, no first shift employee shall be paid night shift bonus for the same hours during which he is paid either overtime or premium pay, except that, in the event a first shift employee is assigned to work during the second or third shift hours only on any "work day" or "day" as defined above, such employee will receive the night shift bonus.

278 (d) No employee will be paid overtime or premium pay twice for the same hours and no employee will be paid both overtime and premium pay for the same hours of work.

**Section 5.**

279 An employee who has left the plant premises and returns to work at the request of the Company at a time when he is not scheduled to work will be paid as follows.

280 An hourly-paid employee will receive his straight-time hourly rate and any applicable overtime or premium pay for time worked. If the assignment requires less than four (4) hours to complete, he may go home after its completion and will be paid at straight time for the difference between the time required to complete the work and four (4) hours.

**Section 6.**

281 An employee who reports for work at his scheduled starting time and (1) is sent home because of no work or (2) is sent home because of no work after working less than four (4) hours shall be paid for four (4) hours time unless he was

notified not to report for work. An hourly-paid employee shall be paid his straight-time hourly rate plus any applicable overtime or premium pay for time worked, and his straight-time hourly rate for time guaranteed but not worked.

282 The Company shall have no obligation under this Section where the no-work condition is caused by any of the following reasons:

(1) Partial or total plant shutdown for reasons beyond the control of the Company (i.e., fire, power failure, storms, etc.).

(2) Labor disputes directly involving the Company.

283 The Company shall not be liable under this Section to an employee who was not at work on the day when notice not to report for work was given.

**Section 7--Scheduled Overtime - Daily and Saturday/first off-duty day.**

284 (a) Daily Overtime

Hours in excess of nine (9) hours per shift during the regular workweek will be voluntary.

285 (b) Saturday/first off-duty day Overtime

Employees may be required to work eight (8) hours on the Saturday/first off-duty day except an employee who has worked two (2) or more consecutive Saturdays/first off-duty days may decline to work the following third Saturday/first off-duty day, provided the employee has not been absent for any reason during that week (excluding authorized absences for which pay is received on any day during the week preceding the third Saturday/first off-duty day).

286 (c) Notice

Notice of required overtime will be provided no later than the end of the regularly scheduled lunch period on Friday (or

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fifth workday) for overtime to be worked during the following workweek, unless such notice cannot be provided due to unforeseen circumstances, in which case as much notice as possible will be provided.

287 (d) Local Agreements

Alternative work hours and/or work schedules may be established on a local basis as mutually agreed between local UAW and management representatives.

288 (e) Holiday Weekends

Employees will not be required to work a scheduled Saturday/first off-duty day if the preceding Friday/fifth workday or the subsequent Monday/first workday is a Designated Holiday.

289 (f) Scheduled Vacation Week

An employee will not be required to work a scheduled Saturday/first off-duty day during the Workweek that is an employee's scheduled vacation week.

**Section 8.**

290 (a) Daily overtime work in any department (work in excess of eight (8) hours in any work day) will be divided equally among the employees in the department to which the overtime is assigned who normally perform the work involved.

291 Work for which premium pay is to be paid (work on off-duty days and legal holidays) shall be used to equalize both daily overtime and premium pay time worked among the employees in the department who are qualified to do such work.

292 The Company will keep such overtime and premium pay work equalized insofar as practicable. Accordingly, work for which premium pay is to be paid will be assigned as it occurs to employees qualified to do the work in the department, commencing with the employee having the least overtime and

premium pay hours to his credit as of the end of the third shift on Sunday of the preceding payroll week. In the application of this section, only differences in the total number of hours of both overtime and premium pay work will be considered. Effective immediately, overtime equalization bypass errors, overlooks (not including man on the job or delay in transfers), calculation errors and other similar circumstances will be remedied by offering the next available assignment instead of pay.

293       When overtime work or work calling for premium pay is required, employees who are asked to perform such work will be given as much advance notice as is possible under the circumstances.

294       Any employee who is absent on the day that a supervisor commences contacting employees for the purpose of offering such premium pay assignments and who is still absent at the time the supervisor has completed the making of all such assignments, will be ineligible for a premium pay assignment that week unless subsequent premium pay assignments for that same week become available. However, an exception will be made, in the case of a union representative, who is temporarily absent from work on Local Union business (excluding central negotiations out of the city). In such cases, if the employee can be reached by telephone, the Company will make reasonable efforts to contact such employee.

295       If an employee is absent on the day that a supervisor commences contacting employees for the purpose of offering premium pay assignments but has returned to work before the supervisor has completed making all of his required assignments, the Company will schedule him provided it can be accomplished without the necessity of canceling out another employee who has already been offered and accepted an assignment.

296       When a need for daily overtime occurs and there is not a sufficient number of employees available in the department from among those who normally perform such work, the Company will attempt to equalize such daily overtime work insofar as practicable by making a reasonable and good faith



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effort taking into consideration the circumstances and time elements involved, to divide such available daily overtime work among employees in the department who are qualified to perform such work beginning with the employee with the least accumulated overtime and premium pay hours. In such cases the Company will, for the purposes of determining the employee with the least number of hours, use the same accumulated overtime and premium pay hours as credited to the employee as of the end of the third shift on Sunday of the preceding payroll week.

297 Each department shall keep a record showing both daily and premium pay hours worked which shall be available for inspection by the Steward.

In determining whether overtime and premium pay hours have been equally divided, the following provisions will apply:

298 (1) Employees who refuse such overtime or premium pay hours they are offered will be credited on the appropriate record with such hours offered.

299 (2) a. An employee absent from his department for a period not exceeding sixty (60) consecutive calendar days for any reason (except an employee who was absent from the department due to a leave of absence granted under Article XVI or a transfer requested under Article XV) will, upon returning to such department, be credited with the number of overtime and premium hours he had accumulated before leaving the department.

300 b. An employee returned or assigned to the department not covered by Sub-section (a) above will be credited upon return with the average number of overtime and premium hours credited to the employees then in the department.

301 c. For this purpose only, a Steward or Grievance Committeeman going out of office shall be treated as an employee returning to his

department, and Sub-sections a or b above shall be applied as the case may be.

302                   d.    The Company and the Union agree that any Plant and Local Union may enter into a written agreement providing for the provisions of this Section to be applied on an individual classification or sub-classification basis in specified classifications or sub-classifications.

303                   (b)   In the event an employee works on a premium pay assignment which is not within his regular classification, he will be paid the regular rate of the job to which he is assigned during such premium pay period. This work is not to be considered as a temporary assignment as provided in Section 4 of Article XII.

304                   (c)   Volunteer List

305                   (1)   Each operation will establish a list of employees who have agreed to work Saturday premium pay assignments scheduled under Letter 16 of the Main Labor Agreement. When there is an insufficient number of employees who accept scheduled Saturday premium pay assignments within a department, employees on the volunteer list who are qualified to perform such work will be asked to work such scheduled Saturday premium pay assignment.

306                   (2)   All employees within the bargaining unit will be given the opportunity to enter their names on the volunteer list. The volunteer list will be revised and reissued on the second Monday of each month. Employee requests to be placed on the volunteer list must be made in writing on a form to be provided by the Company. An employee who has completed the form of notification will have his or her name entered on the next volunteer list provided the form is received in the Employment Office no later than one (1) week prior to an issue date. Employees may remove their names from the volunteer list by notifying the Company in writing on a form to be provided by the Company. Removal from

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the volunteer list will be effective with the first volunteer list issued one (1) week after such form is received in the Employment Office.

307 Employees on layoff from the bargaining unit who are ineligible for or have exhausted their benefit eligibility under the Supplemental Unemployment Benefit Plan will be given an opportunity to join the volunteer list. Such employees will receive an application by mail and will have their names entered on and/or leave the volunteer list within the same time limits as outlined in this Section (2).

308 Employees hired after the date of this Agreement will have their names entered automatically on the volunteer list and may withdraw their names from the list as outlined in this Section (2).

309 The Chairman of the Grievance Committee will be provided five (5) copies of the volunteer list.

310 (3) When Saturday work is scheduled under the provisions of Letter 16, employees in the department will be offered the opportunity to work under the provisions of Article XIII, Section 7. To the extent employees decline the offer to work and jobs remain to be filled, employees on the volunteer list who are qualified to perform the available work will be asked to work in the following order, exhausting each category before proceeding to the next category:

311 (a) Active employees who have not been offered work in their home departments

312 (b) Employees on layoff who have one year or more of seniority in the bargaining unit

313 (c) Employees on layoff with less than one year of seniority in the bargaining unit

314 (4) Employees on the volunteer list will be deemed qualified for a scheduled Saturday assignment provided they are qualified to do such work.

315 (5) Where more than one (1) employee on  
the volunteer list is qualified to perform a scheduled  
Saturday assignment such assignment will be made on  
the basis of seniority.

316 (6) If an employee refuses a scheduled  
Saturday Premium Pay assignment that he or she is  
qualified to perform without a valid reason for such  
refusal the following will apply to groups of employees  
identified in Sub-section 3 of this Article.

317 1st refusal - notation on Volunteer List record

318 2nd refusal - the employee will be immediately  
removed from the Volunteer List and  
will be ineligible to return to the  
Volunteer List for a period of three (3)  
months from the date of such second  
overtime refusal.

319 (7) When an employee has accepted a  
scheduled Saturday assignment under the provisions of  
Letter 16 of the Main Labor Agreement such overtime  
assignment for that employee will be considered as a  
regularly scheduled day of work.

320 (d) Each operation will establish a group of retired  
employees under the provisions of the Memorandum of  
Understanding on Retired Employees. Such retired employees  
will be offered the opportunity to work scheduled Saturday  
assignments when there are not enough qualified employees  
available to perform such assignments under Article XIII,  
Sections 7(a) or (c).

**Section 9.**

321 (a) An employee covered by this Contract who  
performs no work on one of the enumerated holidays, shall be  
entitled to eight (8) hours' pay (four (4) hours pay if the  
"qualifying workweek" as identified in Section 9(a)(2)b3 is the  
fifth, sixth, or seventh workweek prior to the week in which  
the Christmas Holiday Period begins) at his regular straight-

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time hourly rate excluding overtime, provided such employee meets the following eligibility rules:

322 (1) The employee has seniority in the bargaining unit in which the employee is then working, or he previously completed a probationary period of Company employment other than in his present bargaining unit and the Company service he so acquired was not broken at the time of his transfer or employment in his present bargaining unit, and

323 (2) The employee performs work within the "qualifying workweek" which shall mean:

a. with respect to a holiday not falling within the Christmas holiday period, the workweek in which the holiday is observed; or

b. with respect to a holiday falling within the Christmas holiday period:

1. the workweek in which the Christmas holiday period commences, unless such Christmas holiday period commences on a Monday; or

2. the workweek prior to the workweek in which the Christmas holiday period commences if such Christmas holiday period commences on a Monday; or

3. the workweek in which the employee is laid off if such week is the first through the seventh week prior to the week in which the Christmas Holiday Period begins.

324 Holiday pay will be paid to an otherwise-eligible employee subject to the following conditions: (a) for holidays that are observed on Tuesdays, Wednesdays or Thursdays, only if the employee works all regularly scheduled shift hours on both the last scheduled work day preceding the holiday and the first scheduled work day following the holiday; (b) for holidays

that are observed on a Friday, only if the employee works all regularly scheduled shift hours on the last scheduled work day preceding the holiday; and (c) for holidays that are observed on a Monday, only if the employee works all regularly scheduled shift hours on the first scheduled work day following the holiday.

325 **An employee's reason for not working all regular scheduled shift hours on the last scheduled work day prior to or the next scheduled work day after a specified holiday may be considered by local management for good and sufficient cause on a case-by-case basis and, if approved, such holiday(s) shall be paid. Such approval for good and sufficient cause only applies to an employee's eligibility for holiday pay.**

326 However, an employee's failure to perform work within the holiday pay conditions as outlined above or the Christmas Holiday Period "qualifying workweek" shall be excused for this purpose if due to one of the following reasons:

327 (1) A personal injury arising out of and in the course of employment with the Company, provided such injury has not caused the employee to be absent from work for more than thirty (30) calendar days prior to the holiday.

328 (2) Jury service.

329 (3) Witness in court.

330 (4) Scheduled vacation.

331 (5) A temporary condition of no work available due to such causes as material shortages or trouble with machines or equipment but not including cases of separation from the payroll.

332 (6) An employee reporting for work on one of his regularly scheduled work days is sent home because no work is available.

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333 (7) In the case of an accredited representative of the Union, if such failure to work is due to negotiating labor contracts with Management, attending meetings, or otherwise carrying on the legitimate duties of Union representatives provided that in any such case the Management shall have been notified in writing not later than the day prior to such absence and the employee has not been absent from work for more than thirty (30) calendar days prior to the holiday.

334 (8) Absenteeism of an employee by reason of his confining illness, provided such illness has not caused the employee to be absent from work for more than thirty (30) calendar days prior to the holiday. Computation of the thirty (30) calendar day period shall begin with and include the first day of absence from work which he would be scheduled to perform but for his illness. In the event the thirty-first (31st) calendar day is a holiday, the employee shall be eligible for holiday pay. Reasonable excuse for such absenteeism shall be established by a statement from the attending physician of such person.

335 (9) Leave of absence granted to reservists, national guards or state guards, for required military encampment, training duty, or emergency duty, provided such absence has not caused the employee to be absent from work for more than thirty (30) calendar days prior to the holiday.

336 (10) Absenteeism by reason of the death of someone in his immediate family from the date of death through the date of burial. (Immediate family is defined as: grandfather, grandmother, granddaughter, grandson, father, mother, mother-in-law, father-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, **brother or sister of current spouse**.) Reasonable excuse for such absenteeism shall be established by a statement from:

1. The attending physician of such person, or
2. The funeral director, or by

3. An obituary notice showing the relationship to the deceased.

337 (b) An employee with seniority who performs no work during the "qualifying workweek" specified in Sub-section (a)(2) of this Section will be entitled to holiday pay provided he receives eight (8) hours paid absence allowance under Article XIV, Section 10, or under Article XXII, Section 7, on each workday which is not a day on which a holiday is observed in that workweek.

338 (c) An employee who performs no work during the "qualifying workweek" specified in Section 9 (a)(2)b due to a confining illness or injury for which he had received a Weekly Disability Benefit under the Health-Security Program, who the Company physician has approved to return to work during the Christmas Holiday Period, will receive the applicable holiday pay for each of the designated holidays occurring during the Christmas Holiday Period on and after the date he was approved to return to work without respect to the provisions of Section 9 (a)(2)b of this Article.

339 (d) An employee, who is not scheduled to perform work during the "qualifying workweek" specified in Sub-section (a)(2) of this Section for an Independence Day Holiday which occurs on a Sunday through a Thursday, during a scheduled vacation period and is not otherwise excused by one of the reasons specified in Section 9(a) of this Article will be entitled to holiday pay provided he/she meets the conditions for holiday pay in this Section 9(a) in the workweek prior to the week in which the Independence Day Holiday occurs.

340 (e) An employee who would have returned to work from a disciplinary suspension except for the fact that the date of such return falls within the Christmas Holiday Period, shall be eligible to receive the applicable holiday pay for each of the designated holidays occurring in such Christmas Holiday Period on and after such date he would have returned without respect to the provisions of Section 9(a)(2)b of this Article.

341 (f) When one of the holidays designated herein falls within an employee's scheduled vacation and on a day on



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which he would normally have been scheduled to work but for his being on vacation, such employee will be granted an additional day off with pay, to be taken on his last scheduled work day immediately preceding or his next scheduled work day immediately following his scheduled vacation, or the employee may elect to receive holiday pay for such day as though he were not on vacation. Should the holiday be observed within an employee's scheduled vacation and on a day which is normally one of his off-duty days, he will receive holiday pay for such day as though he were not on vacation.

342 (g) An employee who is entitled to a paid holiday under this Section shall forfeit the same if he accepts an assignment to work on the holiday, and without reasonable cause, fails to report for and perform such holiday work assignment. Work to be performed on any of the holidays designated herein will be limited to such regular and emergency work as may be necessary on continuous operations and such emergency work as may be necessary on all other operations. Acceptance of an assignment to perform emergency work on such holidays shall be voluntary on the part of the employee. An employee who qualifies for holiday pay under Sub-section (a) of this Section and who works on such holiday will receive holiday pay as provided in this Section in addition to the premium pay provided by Section 4(b)(2) which will be paid for hours worked on such holiday.

343 (h) Should one of the enumerated holidays fall upon a Sunday, the following day shall be observed as the holiday.

344 (i) Pay for a holiday upon which the employee performs no work shall in no case exceed eight (8) hours' pay at such employee's straight-time hourly rate. In determining such straight-time rates the factors of overtime and night shift premium shall be excluded.

**Section 10.**

345 Overtime payments required by the Fair Labor Standards Acts and the Walsh-Healey Act shall be used as a credit to the extent of the amount thereof against the payments due under this Contract for daily overtime and premium payments

provided in Section 4 above for off-duty days and holidays falling within the employee's weekly overtime hours. In no case shall the provision of this Section be so interpreted as to decrease the amount of overtime or premium pay employees have heretofore received.

**Section 11.**

346 For purposes of computing overtime and premium pay due employees who work during overtime or premium pay hours, the Company agrees to construe and apply the applicable provisions of the 1959 Main Labor Contract, as amended and extended, in accordance with the practices at the respective plants prior to the date of such amendment and extension.

**Section 12--Concerted Refusal to Accept Overtime and Premium Pay Assignments.**

346 The Company and the Union recognize that the Company operations are highly integrated. An interruption at one stage of the production process, whether during the regular work day, workweek, or overtime or other premium hours, can, and probably will, cause costly interruptions of the process at earlier and/or later stages. The Company and the Union also recognize the necessity of the Company to be competitive by achieving and maintaining a high degree of efficiency in the production of quality products and the timely delivery of those products to the customer. The provisions of this Section represent an accommodation between the needs of the Company and the rights of individual employees to decline overtime work for a variety of individual and personal reasons.

347 During the 1967-68 contract negotiations, in the 1973 negotiations, and again in the 1976 negotiations, the Company and the Union also discussed the continuing problem of concerted refusals to work overtime which have on occasion been openly promoted by individual employees as well as certain Local Union Representatives.

348 The Company and the Union again discussed the fear on the part of some Union Representatives relative to the

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Company's attitude and intent in assigning employees to overtime and premium pay assignments when qualified seniority employees are on layoff and when the Company's anticipated production requirements would necessitate the scheduling of overtime and premium pay assignments for extended periods of time. The Company assured the Union that in the event such a situation arose, the Company would at the request of UAW Heavy Truck Department meet and attempt to work out a mutually satisfactory solution to the problem.

349       The Company and the Union have earnestly sought alternatives that the Company might take in scheduling overtime and premium pay work assignments to provide employees an opportunity to accept or decline work opportunities during such period and have agreed to the following provisions.

350       When it becomes necessary for the Company to schedule employees to work overtime or premium pay assignments, the Company will continue to follow the established Main Labor Contracts and applicable Local Supplemental Agreements covering voluntary overtime and premium pay work assignments.

351       Any right to decline an overtime or premium pay assignment may be exercised only by each employee acting separately and individually, without collusion, or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision.

352       No employee shall seek by any means to cause or influence any other employee to decline to work an overtime or premium pay assignment. No employees may collectively, concertedly or in response to the influence of any employee or group of employees or the Union decline an overtime or premium pay assignment or fail or refuse to report for an overtime or premium pay assignment that they have accepted. Violations by any employee or employees of the terms, purpose or intent of this Section shall cause such employee or employees to be subject to disciplinary action as provided in

Article X, Strikes and Lockouts and Article XI, Employee Discipline.

**Section 13--Bereavement Pay.**

353       When death occurs in his immediate family, i.e., spouse, parent or stepparent, parent or stepparent of a current spouse, child or stepchild, grandchild, brother or stepbrother, or sister or stepsister, brother or sister of a current spouse, grandparent, or grandparent of a current spouse, great grandparent or great grandparent of a current spouse, an employee, on request, will be excused for any three normally scheduled days of work (or for such fewer days as the employee may be absent) during the three (3) days (excluding Saturday and Sunday) immediately following the date of death provided he attends the funeral. There is no requirement that the employee provide certification from a funeral director of attendance at the funeral, only his personal certification is necessary. In the event that the date of burial does not occur within the three (3) normally scheduled days of work immediately following the date of death, an employee will be excused for up to three (3) normally scheduled days of work, not necessarily consecutive, after the date of death. In the event of the death of a parent, current spouse, child or stepchild, the three (3) days will be extended to five (5) days with the same provisions as above. Normally, the date of burial will be the last day an employee will be excused; however, if the calendar day immediately following the date of burial does not occur within the three (3) or five (5) normally scheduled days, whichever is appropriate, of work immediately following the date of death and is a normally scheduled day of work, an employee will be excused for the calendar day following the date of burial if, in the opinion of the Company, the distance between the place of employment and the place of burial is so great that travel on that day is required. Under no circumstances will an employee be entitled to more than three (3) or five (5) days bereavement pay, whichever is appropriate. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the

employee attend the funeral will be waived. After making written application therefor, the employee shall receive pay for any scheduled days of work for which he is excused (excluding Saturdays and Sundays, or, in the case of seven-day operations, the sixth and seventh days of the employee's scheduled work week), provided he attends the funeral. Payment for a dayworker shall be made at the employee's regular straight-time hourly rate excluding night shift bonus, overtime, and premium pay on the last day worked; except, however, a daywork employee temporarily assigned to work covered by a higher rated daywork classification on the day before an excused absence will receive pay determined by averaging all his earnings for the week in which the absence occurs, excluding overtime and premium pay and night shift bonus. If he performed no work during such week, the last week worked prior to the week in which this absence occurred will be used. Time thus paid will not be counted as hours worked for purposes of overtime.

## ARTICLE XIV VACATIONS

### **Purpose of Plan.**

354 The purpose of this Plan is to enable Company employees working on an hourly basis to qualify for annual vacations with pay by meeting the continuous service and attendance requirements of the Plan and, without attempting in any way to regulate the use of an employee's vacation, to provide a period available for rest and healthful recreation.

### **Section 1--Eligibility.**

355 (a) Effective October 1, 1995, an employee will receive vacations as set forth in this Section according to the vacation service credits he has acquired in the calendar year, and calculated in accordance with the provisions of Sections 2 and 3 of this Article, if the employee has also met the requirements of Section 4 of this Article.

(1) Three (3) weeks of vacation annually after one (1) year of continuous vacation service.

(2) Four (4) weeks of vacation annually after three (3) years of continuous vacation service.

(3) Five (5) weeks of vacation annually after ten (10) years of continuous vacation service.

356 (b) Employees hired on or after October 1, 1995 will receive vacations as set forth herein according to the vacation service credits he has acquired in the calendar year, and calculated in accordance with the provisions of Sections 2 and 3 of this Article, if the employee has also met the requirements of Section 4 of this Article.

(1) Two (2) weeks of vacation annually after one (1) year of continuous vacation service.

(2) Three (3) weeks of vacation annually after three (3) years of continuous vacation service.

(3) Four (4) weeks of vacation annually after ten (10) years of continuous vacation service.

(4) Five (5) weeks of vacation annually after twenty (20) years of continuous vacation service.

**Section 2--Computation of Continuous Vacation Service.**

357 Computation of continuous vacation service will begin on the date the employee began work for the Company, which date shall be the last date on which employment began subsequent to any break in service under any contract or policy then in existence which applied to such employee. An employee who is transferred from one operation of the Company to another, or is hired at an operation of the Company while on layoff from some other operation of the Company, shall carry with him his accumulated continuous vacation service.

**Section 3--Breaks in Continuous Vacation Service.**

358 Continuous vacation service computed under Section 2 of this Article will only be considered broken after the date of this contract when a break in seniority occurs at any Company

operation which, under Article XV, Section 5, would break seniority and probationary status in all bargaining units in which the employee has such rights. If such a break in seniority is canceled for any reason, the break in continuous vacation service will also be canceled.

**Section 4--Attendance Requirements.**

359 (a) An employee who has established one (1), three (3), or ten (10) years of continuous service as defined in Section 2, must further qualify for a full vacation by having at least nine hundred (900) compensated hours to his credit during the payroll periods ending in the previous calendar year, for which the Company reports an employee's earnings to the government for tax purposes, provided, that his continuous service has not been broken prior to January 1 of the current year. In determining whether an employee has the required nine hundred (900) compensated hours during the payroll periods ending in the previous calendar year, all hours compensated for in any bargaining unit covered by this Contract in which the employee's service has not been broken under Article XV, Section 5, of this Contract prior to January 1 of the current year will be included.

360 (b) In computing such nine hundred (900) hours, any employee who is unable to work due to an occupational accident or disease for which he receives Workers' Compensation benefits, will be credited for vacation purposes with the hours he would have been scheduled to work in the absence of such disability. In determining the hours to be credited, the work schedule of such employee's regular job will be used, but in no event will the employee be credited with more than forty (40) hours per week. From such scheduled hours will be deducted all hours of work which such employee would not have worked due to layoff under Article XV of this Contract. However, an employee who suffered such compensable accident or illness must further qualify for vacation by working after January 1 of the year in which the attendance requirement is established. The hours represented by payments for vacation money, Paid Absence Allowance, or Paid Absence From Work to an employee absent from work shall also be deemed to be compensated hours if such

payments are made when an employee is expected to be off work for a number of hours equal to the hours used to compute the money payment. For the purpose of this sub-paragraph only, an employee who is laid off in accordance with the provisions of Article XV, Section 4, Temporary Layoff Inverse Seniority, will receive credit for hours equivalent to the duration of such layoff(s) occurring on or after January 1, 1985, but in no event will the employee be credited with more than forty (40) hours per week. If the employee returns to work during the hours represented by such payments, or such hours of temporary layoff, there shall be no duplication of compensated hours credited.

361 (c) An employee who meets the requirements of this Section 4, except that he has less than nine hundred (900) compensated hours to his credit during payroll periods ending in the previous calendar year for which the Company reports an employee's earnings to the government for tax purposes, will be entitled to pro-rated vacation money of half of full vacation money if he has five hundred (500) compensated hours and an additional five percent (5%) of full vacation money for each additional forty (40) compensated hours. Such employee will receive vacation benefits as follows in lieu of those provided in Section 1 of this Article.

362 As determined by his pro-rated vacation money, he shall be entitled to a full week of vacation for each forty (40) hours at his applicable hourly rate as computed in Section 6 of this Article.

363 (d) For purposes of computing attendance credits, compensated hours shall not include any hours compensated under the Supplemental Unemployment Benefit Plan paid by the Company. Hours compensated at overtime or premium pay rates shall be computed as straight time hours.

#### **Section 5--Partial Week of Vacation.**

364 (a) An employee who is entitled to less than a full week of vacation money will be entitled to schedule, in accordance with the provisions of Section 7 of this Article, full days of vacation up to a full week of vacation for such partial week.



No partial days of vacation will be permitted. Such vacation must be taken on consecutive work days, and any days of vacation beyond the days for which he is paid will be considered an authorized absence from work. In all cases, however, an employee will be required to take his full vacation entitlement up to the amount of the vacation period if one is scheduled under Section 7 of this Article and he is not scheduled to work during such vacation period.

365 (b) If an employee entitled to vacation money under Section 4 for a partial week in addition to vacation money for any full weeks of vacation, elects to take additional vacation time as provided in (a) above, such employee will be paid such vacation money at the time he or she takes such additional vacation. If the employee elects not to take additional vacation time as provided in (a) above, he or she will be paid upon request, the vacation money to which the employee is entitled at any time during the calendar year.

366 (c) Vacation money payment scheduled as additional vacation under (b) above will be assigned to a number of days and fractional days equivalent to the amount of vacation money being paid and the balance of the time off shall be considered an authorized absence from work.

#### **Section 6--Vacation Money.**

367 (a) Hourly-paid employees will receive vacation money determined by the straight-time hourly rate of their regular job in effect immediately prior to vacation and the scheduled workweek in effect at the particular Plant at the time of their vacation. However, a daywork employee who is temporarily assigned to work covered by a higher rated daywork classification on his last work day preceding the start of his vacation will receive vacation money at his average hourly rate determined by averaging all his earnings for the week worked prior to vacation (excluding overtime and premium pay) and the scheduled workweek in effect at the particular Plant at the time of vacation. An employee regularly assigned to a continuous operation will receive vacation money based on the average of his earnings for the first four (4) of the last six (6) weeks worked including night shift bonus and premium pay

for work performed on a Sunday which is included within his regular five day schedule of work but excluding other premium pay and overtime pay.

368 (b) Vacation money shall also include shift bonus where applicable and may be drawn in advance on the day preceding the employee's vacation. Wages earned during the last week worked will be paid on the first regular pay day following the vacation.

369 (c) An employee who works all or a part of a vacation period which is scheduled pursuant to Section 7 below and who thereafter immediately takes one or more weeks of his vacation will be paid vacation money for such week or weeks calculated on the same basis as if such employee had commenced his vacation at the start of the vacation period.

370 (d) In the event there are insufficient days remaining in the year in which to take any or all of the vacation to which he is entitled under Section 1 of this Article, he shall (1) receive vacation money in lieu of that portion of his vacation which he has been unable to take by the end of the calendar year and (2) shall be permitted to use all available days remaining in the calendar year for vacation purposes.

371 (e) Employees may elect to receive pay in lieu of time off for any vacation eligibility in excess of three (3) weeks per year. The election will be made immediately prior to the beginning of the vacation scheduling procedure in each department at an operation, and the payment shall be made as soon as practicable after the employee has submitted his/her election to the Company.

**Section 7--Time of Vacation.**

372 The Company has the right to designate up to three (3) calendar weeks as a vacation period in each year by posting a notice in each department. The notice must be posted by November 1 of the prior year. One calendar week may be designated to commence on any Sunday between April 1 and September 30, inclusive. Should any additional week or weeks be designated they shall commence on the first Sunday

occurring on or after June 30 of each year. Any additional vacation will be scheduled throughout the calendar year adhering as closely as is practicable, in view of production requirements, to the expressed desires of employees regarding the time of their vacation. Vacations will be scheduled throughout the twelve (12) months of each calendar year, commencing in January of each year with the week following the week in which January 1 occurs. In order to assure that vacation time is fairly and equitably determined, the following general provisions will apply:

373 (a) Prior to November 1 of each year, a notice will be posted in each department stating the weeks during which vacations may be taken in the following year, and the number of employees who may take vacation in each such week. Commencing two (2) weeks subsequent to the posting of the notice, each employee in the department commencing with the most senior employee will be permitted to identify the week (or weeks if he is entitled to more than one week) during which he desires vacation. In the event that not all employees requesting vacation at a particular time can be permitted to take vacation at such time because either (1) the number requesting a particular week is too great, or (2) the services of some of the employees requesting such vacation time are needed due to their skill or skills to meet production requirements, the employees who cannot be scheduled for such vacation time will be permitted to identify an alternate period, in accordance with seniority, which will be subject to the same limitations as stated above. Vacations may not be divided into periods of less than one (1) week, except as provided in Section 5 of this Article, or be postponed from year to another.

374 (b) Employees who fail to identify desired vacation times under Sub-section (a) after two (2) weeks notice to do so will be given the choice of open weeks during which their services can be spared commencing with the longest service employee. If such an employee fails to identify a preference within a one-week period after being requested to do so under this Sub-section, the Company will schedule such employee for vacation time in accordance with production requirements.

**VACATIONS**

**ARTICLE XIV**

375 (c) After all vacation time assignments have been  
made, the vacation time assignments will be posted in each  
department.

376 (d) An employee who is transferred from one  
department to another after vacation assignments have been  
made in the department from which he was transferred, will  
retain his assigned vacation time unless it is necessary in view  
of production requirements to change his vacation time. In  
those cases where it is necessary to change vacation time, the  
employee involved will be given the opportunity to state his  
preference of unassigned vacation time during which his  
services are not needed to meet production requirements.

377 (e) In the event the Company schedules a vacation  
period as provided above, the following rules will apply:

378 (1) If it is determined by the Company that  
employees within the bargaining unit will be scheduled  
to perform inventory work during the vacation period,  
the employees in the bargaining units in which such  
work is scheduled will be notified at least sixty (60) days  
prior to the vacation period that bargaining unit  
employees are being scheduled to perform inventory  
work.

379 (2) All vacations scheduled for the vacation year  
will be canceled except (a) that portion of an employee's  
vacation which exceeds the vacation period, (b) the  
vacations of maintenance employees (employees in  
skilled trades and related classifications) where their  
services are required during the vacation period, and (c)  
the vacations of employees whose services are required  
for work scheduled during the vacation period. Where  
employees are to be scheduled for work during the  
vacation period the following will apply:

380 a. Employees who will be scheduled to work  
during the vacation period will be notified at least  
sixty (60) days in advance of the vacation period.

381           b.    If fewer employees are required than normally perform the work involved, the longer service employees who are entitled to less than the vacation period and who perform such work will be assigned to work except to the extent employees with more seniority who perform such work request the work during the vacation period, and so notify the Company within five (5) working days after the notification referred to in the preceding Sub-section (2)a.

382           c.    If more employees are required than normally perform the work involved, or for inventory purposes, the longer seniority employees in the department who are entitled to less than the vacation period and who are qualified to perform such work will be assigned to work except to the extent employees with more seniority in the department who are qualified request the work during the vacation period, and so notify the Company within five (5) working days after the notification referred to in the preceding Sub-section (2)a.

383           d.    If employees, scheduled to work during a vacation shutdown under the preceding Sub-sections (2)a, b, or c, are notified sixty (60) days or less in advance of the vacation period that they will not be required to work during the vacation period, such employees will not be required to reschedule any vacation to which they are then entitled but will be placed on layoff, without regard to the provisions of any local agreement, during the scheduled vacation period. Such layoff will be considered a qualifying layoff under Article I, Section 3(b) of the SUB Plan.

384           e.    In the event the need to schedule work during the vacation period becomes known less than sixty (60) days in advance of the vacation period, employees who normally perform such work will be given the opportunity to work during the vacation period. Any such employees who accept and work the assignments offered will be entitled to reschedule

any vacation previously scheduled to be taken during the vacation period. If an insufficient number of the employees who normally perform the work accepts the assignment to work during the vacation period, employees who normally perform the work and who are not entitled to vacation during the vacation period (or who are entitled to less than the vacation period), will be assigned to work, shortest seniority first, for the length of time during the vacation period that they are not entitled to vacation. If more employees than the number that accepts the assignment to work are required, employees qualified to perform the available work who are not entitled to vacation during the vacation period (or are entitled to less than the vacation period) will be assigned on a temporary basis to the work scheduled, longest seniority first, under the reduction in force provisions of the local seniority supplement.

385 f. Employees who are not assigned to work and who are not entitled to vacation during the vacation period (or are entitled to week(s) of vacation less than the vacation period) will be laid off for the period they are not at work. The notice of layoff provisions will not be applied under this Section.

386 g. An employee entitled to less than full vacation eligibility for a July vacation period may elect not to be assigned to available work during the vacation period. Such election must be made in writing at the time provided in this Article when vacations are scheduled for the year. If the employee elects not to be assigned to available work, the hours in the vacation period not covered by vacation hours will not be considered as qualifying for benefits under the SUB Plan.

387 (f) In the event an employee is disabled on account of accidental bodily injury or disease on or prior to the end of his shift on the last workday for which he was scheduled prior to the date his scheduled vacation is to commence (other than a vacation scheduled under Sub-section (e)), and the period of

disability during such vacation is a week or more, upon verification of the disability and request of the employee, such period of vacation will be rescheduled under the above provisions for a subsequent week or weeks in the year if possible. If such a disability occurs during an employee's scheduled vacation (other than a vacation scheduled under Sub-section (e)), the employee may cancel any remaining week(s) of the scheduled vacation and such canceled vacation will be rescheduled under the above provisions for a subsequent week or weeks in the year if possible. Payment of vacation money during the period of his absence from work due to disability will not make such employee eligible for holiday pay if he would not have been eligible had the vacation money not been paid at that time. In all cases, vacation money, but not to exceed the amount payable for the vacation period, will be paid at the time of a vacation period scheduled by the Company under Sub-section (e) of this Section. Any partial week of vacation will be disposed of as provided in Section 5 above, and any vacation which cannot be rescheduled to be taken before the end of the year will be paid under Section 9 (d) and (e).

388 (g) If an employee received or would have been entitled to receive bereavement pay in the week prior to any scheduled week(s) of vacation (other than a vacation scheduled under Sub-section (e)), the employee may cancel the scheduled week(s) of vacation. Such canceled vacation will be rescheduled under the above provisions for a subsequent week or weeks in the year if possible.

389 (h) An employee who experiences a death in his or her immediate family during a scheduled vacation under Sub-section (e) will be allowed to take up to an additional week of time off without pay. This time off work may be scheduled at any time during the balance of the vacation year in line with production requirements, provided the employee notifies the Company in writing prior to the end of the week in which the employee returns from vacation shutdown.

**Section 8--Vacation Rights at Time of Reclassification.**

390 An employee who is to be reclassified to another job classification at the lower rate of pay under the layoff procedure established by Article XV will receive vacation and vacation money as provided in the following Sub-sections.

391 If the reclassification is from one daywork job to another daywork job, the labor grades (or the maximum of the rate ranges where daywork classifications rated out of structure are involved) shall be used to determine whether "a lower rate of pay" is involved.

392 (a) If such reclassification occurs in a year in which the Company has not designated a vacation period, he will be granted upon proper request any vacation to which he might then be entitled.

393 (b) If such reclassification occurs in a year in which the Company has designated a vacation period, he will be granted upon proper request vacation to which he might then be entitled only to the extent that it exceeds the vacation period except that if such reclassification occurs after the end of the vacation period, he will be granted upon proper request any vacation to which he might then be entitled. If such reclassification occurs within the sixty-day period prior to the vacation period, and he is granted a vacation during the vacation period, he shall receive at the time of the vacation period vacation money calculated either on the basis which would have been used prior to such reclassification or on the basis as provided in Section 6 of this Article, whichever is higher. If an employee is laid off within the sixty (60) day period prior to the vacation period, and he receives vacation money in accordance with Section 9 of this Article, his vacation money shall be calculated in accordance with the provisions of this Sub-section.

394 (c) An employee who wishes to request a vacation prior to reclassification as provided in this Section shall notify the supervisor of the department in which he is then employed and his vacation money will be made available as soon as possible but not later than the pay day in the week following the week



in which the vacation is begun. After granting a vacation under this Section, the Company may retain a shorter service employee out of line of his seniority until the employee who has been granted a vacation returns to work and such shorter service employee is replaced.

**Section 9--Employees Terminated.**

395 (a) An employee who qualifies for a vacation and whose employment is terminated for any reason before the vacation is taken will be paid the vacation money which he would have received in the current year had he remained in the Company's service. Where he is terminated due to layoff, the vacation money paid at that time shall be allocated to the week or weeks immediately following such layoff. However, if the period for which an employee is to be terminated due to layoff is predetermined and scheduled to be of shorter duration than the vacation to which he is entitled prior to his layoff, he will be paid vacation money for each week covering such predetermined period of layoff. Upon request of an employee who is to be terminated due to layoff, the Company will defer payment of any vacation money to which he is entitled to a later time.

396 If an employee is terminated due to a leave of absence which is for a period of less than thirty (30) consecutive calendar days, the employee shall receive vacation as previously scheduled. Upon request, he shall be permitted to receive vacation money at the time of such termination of employment, except that when such leave of absence commences prior to the vacation period, he shall receive that portion of his vacation money which exceeds the vacation period. If an employee's leave of absence is for a period of thirty (30) or more consecutive calendar days, which commences prior to the vacation period, he shall be paid at the time of such termination of employment for that portion of his vacation which exceeds the vacation period.

397 In case of death, any unpaid vacation money will be paid to the current spouse or family of the deceased employee.

VACATIONS

ARTICLE XIV

398 (b) An employee who dies, or is retired on or before December 31 of the current year under the terms of one of the Company's pension plans and who has nine hundred (900) compensated hours to his credit in the year in which he dies or retires will be paid any vacation money which he would have received in the ensuing year had he remained in the Company's service, but based on his vacation service at the time of death or retirement. If he has less than five hundred (500) compensated hours to his credit, he will receive five percent (5%) of full vacation money for each fifty (50) compensated hours up to five hundred (500) compensated hours and five percent (5%) of full vacation money for each forty (40) compensated hours up to nine hundred (900) compensated hours. In the case of a deceased employee, any such vacation money will be paid to the current spouse or family of the deceased employee.

399 (c) An employee whose continuity of service is broken on or after November 1 of the current year, and who would have qualified for a vacation in the subsequent year except for having broken continuous vacation service prior to January 1 of such subsequent year, will be paid at the time of such break in continuity of service the vacation money which he would have been eligible to receive in the subsequent year if his continuous vacation service had not been broken, but based on his vacation service at the time of the break in continuity of service.

400 (d) A laid-off employee who is entitled to a vacation on return to work will at his request be paid vacation money, which he would have received had he remained in the Company's service, at any time during his layoff in the year (but not later than December 1) in which such vacation is due; except that, in any case, while on layoff during a scheduled vacation period, he will be paid any vacation money to which he is then entitled up to the amount of the vacation period. In the absence of such request, he will be paid while on layoff such vacation money in the payroll week commencing on or immediately after December 1 of that year.

401 (e) Vacation money paid subsequent to the date of layoff and prior to return to work is payable at the employee's

applicable vacation pay rate as of the date of his termination due to layoff.

402 (f) In the event the Company allocates vacation money paid at the time of termination due to layoff to the week or weeks immediately following such layoff, he shall receive pay for holidays occurring in such allocated period if he would otherwise be entitled to such holiday pay but for his termination due to layoff.

**Section 10--Paid Absence Allowance.**

403 (a) (1) Notwithstanding any other Contract provision to the contrary, and except for Section 11 hereof, one week of vacation (40 hours) as set forth in Section 1 of this Article shall be designated as a Paid Absence Allowance, and shall be available to each eligible employee with less than twenty (20) years of continuous service and who qualifies for a vacation under Section 4 of this Article. Such Paid Absence Allowance shall be granted to each eligible employee for use in the calendar year in accordance with the provisions of Sub-section (b)(1) below, unless he notifies the Company in writing on or before November 5 of the prior year of his desire to receive Paid Absence Allowance under Sub-section (b)(2). Such selection shall be irrevocable after that date.

404 (2) Effective January 1, 1991, an employee who performs work during the year, and has seniority on January 1 of that year, or who establishes seniority by December 31 of that calendar year, shall be entitled to an additional twenty-four (24) hours of Paid Absence Allowance to be used in accordance with the provisions of Sub-section (b)(1) below.

405 (b) An employee shall use a Paid Absence Allowance selected in accordance with the provision of Sub-section (a) above as:

406 (1) Excused absence because of illness when not receiving any benefits under the Company's Disability Plan or any absence which has been requested by the employee and excused by his immediate supervisor, provided, however, that the employee's request will be denied only for the reason that his absence would interfere with production requirements. Notwithstanding the above, a request for Paid Absence Allowance by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the Company from considering such absence as the basis, in whole or in part, for disciplinary action. Such Paid Absence Allowances shall be in increments of four hours or more until such Allowance is exhausted. Any Paid Absence Allowance unused at the end of the calendar year will be paid to an employee in the last payroll period ending in the calendar year.

407 (2) Vacation consisting of a full Paid Absence Allowance of forty hours and scheduled in accordance with the provisions of Section 7 of this Article.

408 (c) A Paid Absence Allowance which the employee elects to apply to a day of absence under Sub-section (b)(1) of this Section shall include night bonus, where applicable, and shall be computed, in the case of an hourly paid employee, at his straight time hourly rate of his regular job in effect immediately prior to the day of absence; except however, a daywork employee temporarily assigned to work covered by a higher rated daywork classification during any part or all of the week in which an excused absence occurs will receive pay determined by averaging all his earnings for the week in which the absence occurs excluding overtime and premium pay. If he performed no work during such a week, the last week worked prior to the week in which this absence occurred will be used.

**Section 11--Employees Hired On Or After October 1, 1995.**

409 The provisions of Section 10(a)(2) do not apply to employees hired on or after October 1, 1995.

**ARTICLE XV  
SENIORITY**

**Section 1.**

410 Seniority shall be measured by length of service with the Company according to the procedure set forth in Section 5.

**Section 2.**

411 Seniority shall be used, in accordance with the terms of this Contract, to determine the order of layoff due to reduced manpower requirements and recall after such layoffs, shift assignments, transfers, and for such other purposes as are specifically set forth in this Contract.

412 Any provisions of this Contract to the contrary notwithstanding, the Company, in order to provide stabilized employment, shall have the right to offer employees, who have exhausted their seniority rights within their bargaining unit, any available work within any of the bargaining units covered by this Contract, if the Plants in which employees are offered jobs are located within fifty (50) miles of the Plant from which they were laid off.

413 If no open jobs are available, such employees may be offered, at the option of the Company, the right to displace probationary employees in any bargaining unit in the same labor market area covered by this Contract. In the event of the discontinuance or partial discontinuance of any Plant, the Company may offer the affected employees the opportunity to transfer to available work or to displace probationary employees in any of the bargaining units covered by this Contract. Employees who have displaced probationary employees shall not be displaced by probationary employees. For skilled Tool and Die, Maintenance and Power House employees, offers of available work and offers to displace probationary employees shall not include unskilled work which is not related to the work of such employees in Tool Room Departments, Maintenance Departments and Power House Departments, respectively. Employees who refuse such offers of available work or displacement of probationary

employees shall not, by such refusal, lose their seniority recall rights, but shall not be eligible for Supplemental Unemployment Benefits.

**Section 3.**

414 When it is necessary to send an employee home due to a temporary condition of no work on his job (including those caused by excess product inventory, whether foreseeable or not), and it is foreseeable that the duration of such no-work condition will exceed five (5) working days and management has not implemented the provisions of Section 4 of this Article, the employee shall be permitted to exercise his seniority rights according to Section 9 of this Article. The period of time above referred to may be extended by mutual agreement of the Company and the Local Union. This provision shall not be used for the purpose of avoiding seniority adjustments by scheduling a series of temporary layoffs to meet planned production needs.

**Section 4--Temporary Layoff Inverse Seniority Agreement.**

415 (a) Layoffs for excess inventory, plant rearrangement, stock shortages, equipment breakdown, model changeover, or other conditions which are expected to be more than five (5) working days, but less than thirty (30) calendar days will be considered as inverse seniority layoffs. If less than all the employees in a department must be placed on layoff during such periods, employees within the affected classification on the shift will be laid off, for the duration of the period, in inverse seniority order (highest seniority first) unless they have made application to continue to work at least fourteen (14) days prior to such layoff and their services are required. This application must be made on forms provided by Management.

416 In those departments which provide support service to several departments this agreement will apply to employees of such support departments assigned to the department affected by the temporary layoff.

417 In those departments where there is more than one  
assembly line or where multiple products are produced, this  
Section will only apply to the affected assembly line or  
products.

418 (b) When it is necessary to process a temporary layoff  
the Chairman of the Grievance Committee and the Steward(s)  
of the areas affected will be advised of the department(s) or  
group(s) within the department(s) that will be affected by the  
layoff. Layoff notice to the employees affected will be  
accomplished by posting on the bulletin board in the  
department, as far in advance as practicable, a notice  
identifying the group(s) and/or classification(s) to be reduced  
and the number of employees to be placed on temporary layoff  
from each group and/or classification. Employees affected will  
be advised of their layoff by their supervisor.

419 (c) Employees with less than one (1) year of seniority  
who are not retained to replace a more senior employee who  
has been placed on a temporary inverse layoff and who are in  
affected department(s), classification(s), and shift(s) will not  
be placed on layoff as a result of the application of this  
Section. Such employees will be reassigned on a loan basis to  
other work within the bargaining unit. While on such loan  
reassignment daywork employees will be paid in accordance  
with the Temporary Assignment language of the Main Labor  
Contract. No seniority violation will be claimed as a result of  
such loan reassignment.

420 (d) Management has the right to retain more senior  
employees in classifications where they alone are qualified to  
perform the work without break-in.

421 (e) In the event an insufficient number of employees  
apply to be retained at work, employees qualified to perform  
the work will be required to work in the order of lowest  
seniority first. If more employees have applied to remain at  
work than are required, such employees will be placed on  
layoff in the order of lowest seniority first.

422 (f) At the time of layoff employees will be advised of  
the date they are to return to work. Such notification will

constitute notice of recall and no further recall notice will be given, except as provided in Sub-section (h) below.

423 (g) Upon return to work, an employee will return to the specific department, shift, classification and job assignment held prior to the inverse seniority layoff unless, due to a subsequent regular layoff, the employee would have been displaced by a more senior employee, in which case the employee returning from inverse seniority layoff will be assigned upon return under the appropriate provisions of the local Supplemental Agreement on Seniority.

424 (h) In the event the need for an inverse seniority layoff ends prior to the scheduled termination date, the Company will recall employees to their jobs in accordance with the recall language of the local Supplemental Agreement on Seniority (but in inverse order). Employees will have the obligation to keep the Company advised as to where they can be reached in the event of such prior recall. Any employee, so recalled prior to the scheduled termination date of a temporary inverse layoff, will not be terminated for failure to report. However, all employees will be expected to report for work not later than the originally scheduled date of return or give a satisfactory reason for not reporting. During the period of recall of such an employee the Company may fill such employee's job by temporary assignment without regard to seniority.

425 In the event a layoff, which at first is considered to be under thirty (30) days, becomes a permanent layoff, the employees laid off under the provisions of this Section will be returned to work at the time scheduled and other employees will be laid off under the normal layoff provisions.

426 (i) When layoffs are known to be over thirty (30) days but less than sixty (60) days, the provisions of this Section may be put into effect by mutual agreement between Local Management and the Local Union.

427 (j) These provisions will supersede the provisions of any agreement between the parties and any claim of improper application of this Section will be adjusted by placing the proper employee on temporary inverse layoff.



428 (k) It is agreed that these provisions on the  
implementation or administration of the Temporary Layoff  
Inverse Seniority Agreement will be reviewed as requested by  
either Local Management or the Local Union to recommend  
corrections of inefficiencies or seniority inequities that might  
result.

429 However, no changes shall be made in the implementation  
procedures until approved by Labor Relations, World  
Headquarters, and the UAW Heavy Truck Department.

**Section 5.**

430 In determining an employee's length of service for  
seniority purposes only, computation will begin on the date the  
employee began work in the bargaining unit, unless his  
seniority has been broken, in which case computation will  
begin on the date the employee began work in the bargaining  
unit subsequent to the last break in seniority, and no  
deductions will be made due to any reason.

Seniority shall be considered broken in a bargaining unit  
when:

431 (a) An employee voluntarily leaves the Company's  
employment. When an employee informs the Supervisor he is  
quitting his employment, the Supervisor will immediately  
make out a quit slip and the employee will be offered an  
opportunity to sign the slip. In the event the employee refuses  
to sign the quit slip, the Steward will be immediately notified.

432 A break in seniority under this Sub-section will only apply  
to the bargaining unit in which he was working at the time he  
quit.

433 (b) An employee is discharged for cause. If a person  
who has been discharged is subsequently reinstated under the  
procedures provided by this Contract, the break in seniority  
will be cancelled and all seniority will be restored.

434 Breaks in seniority under this Sub-section will break  
seniority in all bargaining units in which the discharged person

held seniority rights. It will also terminate probationary status in any unit where the employee was a probationary employee.

435 (c) An employee who is absent from work in excess of five (5) working days without reporting to the Human Resources Department or is absent from work in excess of five (5) working days without a reasonable cause for such absence will be discharged under this Sub-section. In all instances in which an employee is absent from work four (4) working days without report, or is absent from work four (4) working days without reasonable cause for such absence, the employee's supervisor will notify the departmental Steward of such fact prior to the expiration of such employee's regularly scheduled shift on his fourth day of absence.

436 An employee who has been absent from work in excess of five (5) working days without reporting to the Human Resources Department and whose seniority has been considered broken as set forth above, will be reinstated with full seniority rights if he submits satisfactory evidence that his absence was for a legitimate reason and that his failure to report was reasonable under the circumstances, but no back pay will be granted in such cases.

437 Breaks in seniority under this Sub-section will break seniority only in the bargaining unit from which the employee was absent beyond the period specified above.

438 (d) A probationary employee has been terminated due to layoff and a period of more than twelve (12) months has elapsed since he last worked for the Company. This provision will be applied separately to each bargaining unit.

439 (e) An employee who has acquired seniority has been terminated due to layoff and a period of more than three (3) years or a period equal to the seniority he had acquired at the time of such termination, whichever is greater, has elapsed since he last worked for the Company. This provision will be applied separately with respect to each bargaining unit in which an employee has seniority rights, and will also be applicable to those employees, terminated due to a plant

closing, who have not broken their seniority by virtue of the agreement applicable to such plant closing.

440 (f) An employee who has been terminated due to layoff fails to report for work when recalled, within a period of five (5) working days. This five (5) day period may be waived provided a satisfactory explanation is given for not reporting, but no back pay will be granted in such cases. A break in seniority under this Sub-section will only apply to the bargaining unit to which the employee fails to return.

441 (g) (1) An employee fails to report for work in excess of five (5) working days following the termination of his vacation. Such employee shall be terminated in accordance with the provisions of Sub-section (c) above.

442 However, if his absence from work is for five (5) working days or less following the termination of his vacation, he shall be suspended pending a review by the Company of appropriate discipline up to and including discharge. The Company will, as soon as practicable under the circumstances, determine the appropriate discipline, taking into consideration the reasonableness of the excuse for the employee's absence, his length of service, his overall disciplinary record and the need for effectively discouraging employees from extending their vacations without prior approval of the Company.

443 (2) An employee fails to report for work at the termination of a leave of absence.

444 (3) In the event an employee submits, as provided under this Sub-section (g), satisfactory evidence that his absence was for a legitimate reason and was reasonable under the circumstances, he will be reinstated, with full seniority rights, but will not receive back pay.

445 A break in seniority under this Sub-section (g) will apply only to the bargaining unit to which the employee fails to return.

446 (h) An employee who has acquired seniority and whose illness or injury has prevented him from performing work in a bargaining unit covered by this Contract in which he has continuity of service, and who fails to recover and return to work within a period of three (3) years after he last worked in such bargaining unit or a period equal to the seniority he had acquired in such bargaining unit at the time he last worked, whichever is greater. A break in seniority under this Sub-section will apply separately to each bargaining unit to which the employee fails to return as provided herein.

447 (i) An employee is retired under the terms of one of the Company's pension plans. Breaks in seniority under this Sub-section will break seniority in all bargaining units in which the employee held seniority rights. It will also terminate probationary status in any unit where the employee was a probationary employee.

448 On the effective date of this Contract, no employee will be credited with more or less seniority than he had immediately prior to such effective date; however, thereafter seniority shall be accumulated or broken as provided in this Section.

449 Wherever in this Article the phrase "terminated due to layoff" is used, it shall mean removal from the active payroll of the Company and seniority shall be broken only under the conditions prescribed in this Section.

**Section 6.**

450 (a) Before new employees are hired, the Company will give consideration to rehiring a former employee whose seniority has been broken and who has applied for reemployment with the Company and will give preferential consideration to hiring an employee who has been terminated due to layoff from another bargaining unit covered by this Contract provided such laid-off employee makes application for employment. A laid-off employee who makes application at another bargaining unit covered by this Contract will not be required to take a pre-employment test for aptitude, proficiency, knowledge or skill, administered to other applicants who have never worked for the Company, if his

former jobs, and specifications for those jobs, performed by him include jobs which were substantially like the job for which he is making application. Such applicant shall nonetheless be subject to all other usual standards for employment including but not limited to previous employment record, health status, personal history, and reference record.

451 (b) If the transfer of major operations between Plants or to a new Plant results in the permanent termination of employees with seniority, the Company will give preference to the application of a laid-off employee having seniority in a bargaining unit covered by this Contract over applications of individuals who have not previously worked for the Company for employment in a bargaining unit represented by the Union to which the work is transferred, provided his previous experience in the Company shows that he can qualify for the job. The procedures and policies which shall govern the relocation of employees shall be a matter for negotiations between the UAW-Heavy Truck Department and the Company in accordance with this principle.

452 (c) The provisions of Article XV, Section 6 (b) of this Contract and the corresponding Sections of the C&T, PDC Warehouse, and PDC Office Master Contracts will be applied as if all such Contracts were a single Master Contract.

453 (d) Such provisions will be applied regardless to which bargaining unit covered by this Contract the work is transferred.

454 (e) Seniority employees will be considered for transfer by "Reverse Seniority," commencing with the longest service employee who is qualified for such job. When any such employee has been found qualified and is accepted for transfer, every reasonable effort will be made to release him. When employed, such employee will have the status of a seniority employee in the new operation. Seniority for an employee transferred to a new operation will be his seniority date in the bargaining unit in which he has the earliest seniority date. No employee will have any seniority right to a job at an operation as the result of relocation of operations except as provided by this Sub-section (e). The determination

of qualifications shall include consideration of all prior work experience at the location from which the work is transferred, demonstrated skill, ability and other normal hiring standards. Pre-employment tests shall not be required. An employee will not, on the basis of his prior medical history, be denied employment if the job for which the employee is being considered involves work which 1) is comparable to that the employee was performing at his former location, or 2) places no greater physical demand on the employee than the work the employee was capable of performing at his former location.

455 (f) The parties also agree that any employee who fails to indicate his decision for transfer within 30 days following his layoff will not, in the event he is subsequently hired at another Company facility, be granted seniority in accordance with the coverages provided in Article XV, Section 6 (b) of this Contract, and the corresponding provisions of the C&T, PDC Warehouse, and PDC Office Master Contracts.

456 (g) An employee relocated at an operation as the result of the application of procedures established under Sub-section (e) will cease to have seniority at the operation which he left in order to accept such employment thirty (30) days after the date he acquires seniority at the second operation; however, such relocation shall not effect an employee's continuous vacation service or attendance credits, pension service credits or eligibility for benefits under any of the employee benefit plans.

457 (h) An employee relocated after the effective date of the Contract between operations of the Company pursuant to Sub-section (e) above will be paid a relocation allowance provided:

458 (1) The operation to which the employee is to be relocated is at least fifty (50) miles from the operation from which his seniority was transferred, and

459 (2) As a result of such relocation he changes his permanent residence, and

460 (3) He makes application within six (6) months after commencement of employment at the operation to

which he was relocated in accordance with the procedure established by the Company.

461 (i) The amount of the Relocation Allowance will be determined as follows:

RELOCATION ALLOWANCE AMOUNT

For Expenses Incurred on or After the Effective Date of this Agreement Applicable to

Miles Between Operations	Single Employee	Married Employee
0 - 49	\$ 0	\$ 0
50 - 99	630	1,415
100 - 299	710	1,560
300 - 499	760	1,640
500 - 999	925	1,930
1,000 or over	1,060	2,220

462 (j) In the event an employee who is eligible to receive a Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or State legislation, the amount of Relocation Allowance provided under this Sub-section when added to the amount of relocation allowance provided by such legislation shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this Sub-section.

463 (k) Only one Relocation Allowance will be paid where more than one member of a family living in the same residence is relocated pursuant to Sub-section (b).

464 (l) An employee who is eligible to receive a Relocation Allowance, is an unmarried parent, and has an unmarried child in his/her residence age 18 or younger at the time of relocation will be paid the Relocation Allowance at the Married Employee rate.

**Section 7.**

465 (a) When a new employee is hired, he shall be a probationary employee for the first sixty (60) calendar days of employment. All days of absence except holidays must be made up in determining the date upon which the employee acquires seniority. Any employee who has been terminated due to layoff from a bargaining unit covered by this Contract before completing the probationary period, and who is employed in another bargaining unit covered by this Contract, shall be a probationary employee in such second bargaining unit for the first sixty (60) calendar days of employment in such second bargaining unit. An employee with seniority rights who has been terminated due to layoff from a bargaining unit covered by this Contract, and who is employed in a different bargaining unit covered by either the Production and Maintenance or the Clerical and Technical Main Labor Contract, shall not be obligated to serve any probationary period, and shall acquire seniority immediately in the second bargaining unit.

466 A probationary employee will have no seniority rights, but when such rights are acquired service will date back to the date of employment. A grievance resulting from the dismissal of a probationary employee may be processed through the grievance procedure but not through arbitration, provided, however, that an allegation involving discrimination as defined in Article IX may be taken up in Step 2 of the grievance procedure and to arbitration as provided for in Article VII of this Contract.

467 (b) The dismissal of an employee who (a) is on layoff from a bargaining unit covered by this Contract, (b) while on such layoff obtains employment in another bargaining unit covered by this Contract, and (c) is dismissed during the probationary period in such new bargaining unit will result in termination of employment and seniority under Article XV, Section 5, as follows:

468 1. Dismissal for reasons which would be grounds for disciplinary action under Article XI if the employee had completed his probationary period will



break seniority and employment status in all bargaining units.

469           2. Dismissal for grounds which would not be considered grounds for disciplinary action under Article XI will break employment status only in the bargaining unit from which the employee is dismissed.

470           The Local Union representing the bargaining unit from which the employee is on layoff will be notified of any dismissal which is considered a break in seniority and employment status in such bargaining unit.

471           Such Local Union shall then have the right to process a grievance under Article XI, Section 5, with respect to such case, provided, however the issue in such case shall be limited to determining whether "good cause" for discharge existed within the meaning of Article XI, Section 3, in cases where the employee was dismissed for disciplinary reasons. In making such determination, the employee's disciplinary record at both the Plant from which he is laid off and at the Plant from which he was terminated will be considered.

#### **Section 8.**

472           A probationary employee will be identified on unit-wide and departmental seniority lists by the symbol "PROB." following his name and date of employment.

#### **Section 9.**

473           (a) Layoff, recall, promotion and transfer procedures, including assignments to shift, and the seniority of an employee who accepts a transfer from the bargaining unit, as established by understandings reached between the Company and each Local Union during the negotiation of this Contract, are set forth in agreements which are supplemental to this Contract and are made a part hereof by this reference. Layoff, recall, promotions and transfer procedures, and the seniority of an employee who accepts a transfer from the bargaining unit for any bargaining unit covered by this Contract subsequent to the signing of this Contract shall be negotiated between the

Company and the Local Union and shall become a part hereof by supplemental agreement.

474 (b) Notwithstanding the provisions of any local supplement, the Company shall have the right to delay a change in shift assignment until after an employee's next off-duty days if the employee would otherwise be entitled to receive overtime because of the shift assignment. When an employee's shift is changed at a time that an overtime payment would result, the Company will not require an employee to lose a shift of work in order to accomplish the change in shift.

**Section 10.**

475 At each layoff, or recall following layoff, the Company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be retained in or recalled to service, regardless of their seniority. No such designation shall become effective until mutually agreed to by the Company and the Local Union.

**Section 11.**

476 An employee, other than an employee who elects to take a layoff in lieu of transfer, whose service is to be terminated due to layoff because of reduced manpower requirements will be given as much advance notice as possible, such notice not to be less than three (3) working days. Such notice shall be given during the first half of the affected employee's shift. If, at the end of such three (3) days' notice such employee is not laid off, he must be given another notice of not less than three (3) working days before being laid off. An employee absent on the day notice is given will be considered to have received notice effective as of the date the Company mails notice to such absent employee by certified mail to his last address as listed in the Plant Employment Office. This section shall not be construed to prevent the Company from assigning employees in accordance with the provisions of this Contract during such notice period.

**Section 12.**

477 The Steward of the department shall be given the opportunity to review all contemplated cases of department reduction of force before such reductions are made effective. In case unit-wide seniority is being applied, the Grievance Committee will be given a list of employees to be terminated due to layoff and a list of employees whose seniority does not entitle them to remain in their present department before terminations and transfers are made effective.

**Section 13.**

478 When a job or operation is moved from one department to another within the bargaining unit or is moved to another location within the same department and is not altered to the extent that the employee holding the job or operation is no longer capable of performing it, such employee shall have the privilege of transferring with it, subject to the seniority provisions set forth in this Contract, and provided he exercises his prerogative at the time such job or operation is moved.

**Section 14.**

479 (a) It is agreed that thirteen (13) designated Local Union Officers, the recognized Committeemen and the recognized Stewards shall be accorded a preferred seniority status subject to the provisions hereinafter stated. In the event the working force increases or decreases substantially from its present level, the number of Local Union Officers, Committeemen and Stewards who shall have preferred seniority status may be increased or decreased by agreement of the Company and the Local Union.

480 (b) The right to designate the persons who shall have such preferred seniority status shall be vested in the Union, provided that the list at all times shall include only employees in office and whose services are reasonably necessary for the conduct of the Local Union's business. Whenever the Local Union desires to substitute another person for one then having preferred seniority, it shall notify the Company in writing and thereafter the person whose preferred seniority has ceased

shall resume his regular seniority. Preferred seniority status for a Steward shall be restricted to the area he represents.

481 (c) Preferred seniority shall not be used for transfer or promotion to an open job. In case of request for transfer or promotion only actual seniority shall be taken into consideration, except that preferred seniority shall be used in re-transferring to a former job so that a Local Union official may return to this status after a curtailment in force has taken place.

482 (d) When operations, previously discontinued on a shift in an area represented by a Steward at the time of such discontinuance, are resumed on such shift and in such area, the former Steward shall be returned to a job he is qualified to perform on such shift and in such area on the basis of preferred seniority, provided he has remained certified in writing by the Local Union as the Steward for such shift and area.

483 (e) In no case shall the Company be under obligation to retain an employee because of preferred seniority status for whom there is no work to perform or who cannot perform the available work in a qualified manner.

### **Section 15.**

484 The Company will furnish to the Grievance Committee every six (6) months one (1) copy of an up-to-date unit-wide seniority list for each Grievance Committeeman; and to each Steward, with a copy to the Local Union, every sixty (60) days an up-to-date departmental seniority list of the employees in his department. Such seniority lists will include each employee's name, department, clock number, birth date, job classification and seniority date. The Company agrees to continue to furnish the Grievance Committee, weekly, a list of all new employees, together with the names of employees recalled, transferred, or those who leave the employ of the Company for any reason.

485 The Company will furnish to the International Union at six-month intervals a list containing the names and addresses,

as shown on Company records, of all employees covered by the Contract on the active employment rolls of the Company. The Union will take adequate measures to ensure that such information is treated in a confidential manner and is disclosed only to those Union officials whose duties require such information.

**Section 16.**

486 Whenever inventory is taken (except during the vacation period) no employee shall be laid off for lack of work, or shall lose pay due to a temporary condition of no work on his job, resulting from the cessation of operations in his department for the purpose of taking inventory.

**ARTICLE XVI  
LEAVES OF ABSENCE**

**Section 1.**

487 A leave of absence shall be understood to mean an absence from work, requested by the employee and consented to by the Management covering an agreed period of time and for such reasons as: settlement of an estate, serious illness or death of a member of the family, or an extended trip and for the other reasons set forth in this Article. The Company agrees to inform the Local Union of cases of leaves of absence granted employees under this Article.

**Section 2.**

488 When an employee requests a leave of absence to accept employment of any nature elsewhere (except as otherwise provided in this Article), consideration will be given only if the employee is working on a schedule of less than four (4) days per week.

**Section 3.**

489 For the purpose of facilitating the affairs of the Union, the Company shall grant, upon the written request of the Union, extended leaves of absence, without pay, to a number of

employees not to exceed fifteen (15) from any Plant at any given time. Absences under this provision shall not exceed one (1) year except that such leaves of absence shall, upon request be renewed from time to time by the Plant Manager within the period of this Contract.

**Section 4.**

490        Upon written request of an employee who is or seeks to be a candidate for election to any government office, the Company will grant him a leave or leaves of absence not in excess of a total of thirty (30) days in the period prior to the election date for government office for the purpose of campaigning on his own behalf.

**Section 5.**

491        For the purpose of enabling employees to participate in the affairs of government, the Company shall grant, upon written notice from the employee, leaves of absence to employees who are elected to city, county, state, and national governmental positions for the first term or who are appointed to serve unexpired terms of such elective positions or are appointed to full-time state or federal non-civil service governmental office where such appointment requires legislative approval. Such leaves of absence may be renewed at the option of the Company, upon written request, for successive terms within the period of this Contract.

**Section 6.**

492        (a) Upon written request of an employee who has been assigned for training and overseas duty with the Peace Corps, the Company will grant special Peace Corps leave for a period not to exceed two years.

493        (b) A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee who has at least one (1) year of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of

absence to attend primary or high school will be regarded as being within the intent of this Sub-section (b) and the schooling will be regarded as being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each.

**Section 7.**

494 Employees shall be granted a leave of absence not to exceed a period of twelve (12) months in anticipation of and for the care of a newborn child of the employee.

**Section 8.**

495 Employees shall retain and accumulate seniority as though employed by the Company during leaves of absence.

**ARTICLE XVII  
APPRENTICESHIP**

496 The provisions of this Article are contained in the Apprenticeship Supplement.

**ARTICLE XVIII  
JURY SERVICE**

**Section 1.**

497 (a) An employee shall be excused from work on a work day on which he performs jury service (including coroner's juries) or is subpoenaed and reports for witness service in a court of record, or who reports for pre-jury duty examination by the Court or administrative governmental agency, provided he gives prior notice to his Supervisor. Such witness service shall include that performed on his own behalf, but shall exclude that resulting from service with another employer.

498 (b) An employee shall be permitted to work part time  
outside his regular jury or witness service if the nature of his  
work is such as will permit this practice.

**Section 2.**

499 An employee who is excused for jury or witness service  
and who furnishes the Company with a statement from the  
court with regard to jury pay or witness fees received for the  
time spent on jury or witness service on a regularly scheduled  
work day, will be reimbursed by the Company as follows:

500 (a) An employee who performs jury or witness service  
will be paid the difference between jury pay or witness fees  
(excluding itemized meal and travel allowances) and his  
regular wages for his regular shift.

501 (b) An employee who performs jury or witness service  
and works on the same work day will be paid the difference, if  
any, between his actual earnings for the day plus the jury pay  
or witness fees (excluding itemized meal and travel  
allowances) and his regular wages for his regular shift.

502 (c) An employee who is called for jury service,  
responds to the call and loses time from work but is not  
accepted for jury service, will receive an amount equal to his  
regular wages for such time lost on his regular shift, provided  
he returns to his job promptly if he would be able to perform at  
least two (2) hours of work on his regular shift. The  
requirement to return to his job promptly shall not apply to an  
employee who responds to the call for four (4) or more hours  
in a given day, regardless of whether or not he loses time from  
work.

503 (d) For purposes of this Article, regular wages shall be  
the employee's straight time earnings for the shift, using the  
employee's hourly rate in the case of the dayworker. In  
addition, night shift bonus will be paid, if applicable.



**ARTICLE XIX  
VOTING**

504 Employees shall be allowed the necessary time off without pay to vote in any federal, state or municipal election.

**ARTICLE XX  
UNION BULLETIN BOARDS**

**Section 1.**

505 For the sole use of the Union, the Company will erect and maintain a suitable number of bulletin boards throughout the Plant. The locations of the same, as well as their number and size, shall be determined by the Company and the Local Union.

**Section 2.**

506 The Union agrees that it will limit the use of these bulletin boards for the following Union notices:

- (a) Recreational and social affairs of the Union
- (b) Union meetings
- (c) Union appointments
- (d) Union elections
- (e) Announcement of the issues over which the Union has the right to strike under this Contract together with the time and place at which such strike vote will be taken
- (f) Results of Union elections or strike votes
- (g) Reports of standing Union committees
- (h) Rulings or policies of the International Union
- (i) Any other material authorized by the Company.

**Section 3.**

507 A copy of all such notices shall be furnished to the Plant Human Resources Manager or designated representative for posting. Such notices submitted by the Union shall be posted by the Company without undue delay.

**Section 4.**

508 No provisions of this Article shall be construed to permit the posting of any political, advertising, or controversial matter on bulletin boards or elsewhere upon Company property.

**ARTICLE XXI  
WORK BY PERSONS NOT COVERED  
BY THIS CONTRACT**

**Section 1.**

509 Employees excluded from a bargaining unit defined in Article III of this Contract shall not perform work of employees covered by this Contract, except for purposes of instructing employees or in cases of emergency, but in no event will employees of the unit thereby suffer loss of any working time or regular earnings.

**Section 2.**

It is agreed that Progressive Students and other employees receiving special training for technical and supervisory positions may perform work that is of a like nature to that of employees covered by this Contract as part of their training, provided employees of the appropriate unit suffer no loss in wages or working time. Upon assigning an employee to work in a bargaining unit for special training, the Company shall notify the Chairman of the Grievance Committee the employee's name and the anticipated duration of such assignment.

**Section 3.**

510 It is understood between the Company and the Local Union, that Engineering Department employees may make initial set-up and test runs in the experimental development of new or improved products or tools, provided, however, that in no case shall such employees displace any employee on the seniority list or cause any employee of any appropriate unit to suffer a loss of any working time or regular or overtime earnings.

**ARTICLE XXII  
GENERAL PROVISIONS**

**Section 1--Job Security and Outside Contracting.**

511 It is the policy of the Company that employees of an outside contractor will not be utilized in a plant or parts and supply depot covered by this Agreement to replace seniority employees on production assembly or manufacturing work, warehousing work, or fabrication of tools, dies, jigs, and fixtures, normally and historically performed by them, when performance of such work involves the use of Company-owned machines, tools or equipment maintained by Company employees.

512 This policy shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

513 It is the policy of the Company to fully utilize its seniority employees in the performance of maintenance and construction work in accordance with the statement of policy established under the prior contract. Full utilization of seniority employees in the performance of maintenance and construction work is not required where work is farmed out for any of the reasons stated in the farm out notice letter (refer to Sub-Contracting of Work Letter and attached form contained in the Apprenticeship and Skilled Trades Supplement). It is the Company policy in all cases, except where time and circumstances prevent it, to have advance discussion with

local Union representatives prior to letting such a contract. In this discussion local Management is expected to review its plans or prospects for letting a particular contract.

514 The local Union should be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why Management is contemplating contracting out the work. At such times, Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

515 In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

### **Section 2.**

516 During these negotiations the Company and Union discussed concerns regarding tobacco smoking in the workplace, including second-hand tobacco smoke. The parties agree to comply with all applicable federal, state and local regulations. In addition:

517 (1) Within 30 days of the effective date of the contract and continuing for the life of the contract, in order to assist employees who desire to stop smoking, the Company will provide nicotine substitutes (e.g. Nicorettes, nicotine patches or similar products).

518 (2) The Company will provide smoking cessation programs through Vital Lives and Navistar University. The Company will also provide reimbursement for jointly approved smoking cessation programs, including hypnosis and acupuncture, for the life of the contract to employees who, qualify for such programs on the basis of continued efforts to stop smoking.

519 (3) A plant or facility may limit smoking to designated smoking areas upon mutual agreement

between Local Management and the Local Union on the number and location of designated, properly ventilated smoking areas. Both parties will make good faith efforts to designate reasonable numbers and locations of smoking areas. If local parties cannot agree on reasonable arrangements the matter will be referred to the International Safety Committee for resolution.

520 (4) This agreement does not alter current practices where smoking is restricted by mutual agreement or because of safety or fire hazards.

### **Section 3.**

521 No member of the Local Union Grievance Committee or member of the Local Union Executive Board may be appointed to any position outside the bargaining unit until at least six (6) months after the expiration of his term of office, without the consent of the Local Union.

### **Section 4.**

522 Time spent from their regular scheduled work by Local Union representatives in negotiating labor contracts with Management, attending meetings, or otherwise carrying on duties of Local Union representatives as agreed to by the parties in this Contract will be counted as time worked in computing all service and attendance records excepting that those given leaves of absence to go with the International Union shall not receive attendance credits for vacation eligibility during such absences.

### **Section 5.**

523 When a wage assignment or garnishment notice or demand against the wages of an employee is received by the Company, it will be processed in accordance with applicable Federal and State laws concerning action relating to garnishment or wage assignment matters. However, no disciplinary action will be imposed upon an employee because of wage assignment or garnishment.

**Section 6.**

524 Nothing contained in this Contract shall be construed so as to limit the Company's right to add to or decrease its force of employees classified as group leaders or working leaders to the extent it deems necessary or to assign a Supervisor functions of supervision which theretofore had been performed by a group leader or working leader.

**Section 7.**

525 An employee with twenty years or more of continuous vacation service and who qualifies for a vacation under Section 4, Article XIV, will be entitled to Paid Absence from Work in a calendar year of up to five days (40 hours) for excused absence because of illness when not receiving any benefits under the Company's Disability Plan or any absence which has been requested by the employee and excused by his immediate supervisor, provided, however, that the employee's request will be denied only for the reason that his absence would interfere with production requirements. Notwithstanding the above, a request for Paid Absence from Work by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the Company from considering such absence as the basis, in whole or in part, for disciplinary action. Any such Paid Absence from Work shall be allowed in increments of four hours or more until the total of 40 hours is used up.

526 Paid Absence from Work under this Section shall include night bonus where applicable and shall be computed, in the case of an hourly paid employee, at his straight time hourly rate of his regular job in effect immediately prior to the day of absence, except, however, a daywork employee temporarily assigned to work covered by a higher rated daywork classification during any part or all of the week in which an excused absence occurs will receive pay determined by averaging all his earnings for the week in which the absence occurs excluding overtime and premium pay. If he performed no work during such week, the last week worked prior to the week in which this absence occurred will be used.

527 The balance of Paid Absence from Work unused at the end of the calendar year will be paid to an eligible employee in the last payroll period ending in the calendar year.

528 However, in lieu of such Paid Absence from Work of five days (40 hours), the employee, upon written notice to the Company on or before January 20, may elect to receive 40 hours of pay which will be computed in the same manner as vacation pay and will be paid to him at the time he receives vacation money to which he is entitled in that calendar year. An employee who retires in the current year, and who qualifies for vacation money for the ensuing calendar year under Article XIV, Section 9(b) shall also be entitled to payment for Paid Absence from Work under this Section for the ensuing calendar year.

**Section 8--Employees Hired On Or After October 1, 1995.**

529 The provisions of Section 7 do not apply to employees hired on or after October 1, 1995.

**ARTICLE XXIII  
SAFETY AND HEALTH**

**Section 1--Management Responsibility and Joint Commitment.**

531 The Company is committed to providing a safe and healthy work environment and encourages the active involvement and support of all employees. To achieve this end, the Company will:

establish responsibilities of all levels of management and hold them accountable for implementing programs and procedures,

ensure through proper support and training that all employees are aware of hazards and accept responsibility for working safely,

establish and maintain operating procedures and programs,

design, construct, continuously improve, and operate facilities in a manner which encourages the elimination of work related injuries and illnesses through the identification, elimination or control of hazards, and

ensure that all operations conduct business in compliance with applicable safety and health laws and regulations.

532 The Union will actively participate in and support all aspects of the health and safety program. In order to provide for their own health and safety, employees will conduct themselves in accordance with the Company's health and safety programs and policies.

533 The Company and the Union will promote the implementation and integration of an occupational safety and health management system as part of the overall business management strategy. The goals of the occupational safety and health management system are to

534 (a) Prevent occupational injuries and illnesses through a continual improvement process that includes planning, implementation monitoring and management review,

535 (b) Encourage maximum participation of employees and their representatives,

536 (c) Facilitate a transition from reactive activities to fully integrated proactive systems, and

537 (d) Promote collaborative relationships and ensure compliance with safety and health regulations and commitments

538 To work toward this goal the Company will include occupational safety and health management system criteria in cross plant audits and encourage operations who pursue ISO 14001 registration to also work toward registration/certification in a similar management system for occupational safety and health (e.g. OHSAS 18001), ANSI Z-10.



**Section 2--International Joint Committee on Health and Safety.**

539 The International Joint Committee on Health and Safety (hereinafter referred to as the International Safety Committee), will consist of two (2) representatives of the International Union appointed by the Director of the UAW Heavy Truck Department, and two (2) representatives of the Company. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety. This Committee shall meet periodically to:

540 (a) Review the Company's safety and health programs and make necessary or desirable recommendations.

541 (b) Develop and recommend to the Company an appropriate training program to be established for the Local Union Safety Representative and Management Safety Representative.

542 (c) Develop and recommend to the Company guidelines for employee training and education.

543 (d) Review and analyze federal, state, or local standards or regulations which affect the health and safety programs within the Company.

544 (e) Review problems concerning serious or unusual situations affecting plant/facility or PDC health and safety and make necessary or desirable recommendations.

545 (f) Review and analyze the data for all plants/facilities or PDCs that the Company is now required to compile on the OSHA log (Summary of Occupational Injuries and Illnesses) as it is now constituted including man hours worked.

546 (g) Receive and deal with matters referred to them by the Local Union Safety Representatives and Plant or PDC Health and Safety Committees, including those matters referred to it under Section 6.

- 547 (h) Discuss advances in safeguarding procedures for  
new technology and work with operations to implement such  
safeguarding considerations in a timely manner.
- 548 (i) Review quarterly reports from Local Union Safety  
Representatives and Management Safety Representatives.
- 549 (j) Review results of cross plant or PDC audits  
conducted by the Corporate Audit Department with ad hoc  
involvement of the Local Union Safety Representatives and  
Management Safety Representatives.
- 550 (k) Modify cross plant or PDC audit criteria as  
necessary.
- 551 (l) Conduct on an annual basis a separate meeting to  
review the business plans relative to health and safety for  
Truck Operations, Engine Operations, Engineering Facilities,  
and Parts. The review will include the plant/facility or PDC  
manager, the executives to whom the plant/facility or PDC  
managers report, the Bargaining Unit Chairperson, the Local  
Union Safety Representative, and Management Safety  
Representative. This meeting will be incorporated as part of  
one of the annual training meetings.

### **Section 3--Company Commitments.**

- 552 The Company recognizes its obligation to provide as safe  
and healthful a working environment for employees as it  
reasonably can and both parties agree to use their best efforts,  
jointly, to achieve that end. The Company agrees to:
- 553 (a) Provide to the Local Union Safety Representative  
and Management Safety Representative such testing  
equipment and/or resources as reasonably needed to evaluate  
employee exposures to physical or chemical hazards in the  
workplace and to monitor the effectiveness of control  
measures.
- 554 (b) Provide training for the Local Union Safety  
Representatives and Management Safety Representatives and  
P&M alternates twice per year as agreed by the International  
Safety Committee. Provide training for C&T alternates once

per year. It is not the intent of the Plant Health and Safety committee to schedule the Local Union Safety Representative and the alternate out of the plant for training at the same time. The Company will compensate attendees for up to eight (8) hours per day of regular earnings plus COLA, and will pay for registration fees associated with the Training Sessions. In addition, the Company agrees to pay for reasonable travel related expenses including transportation, lodging, and meals in accordance with the Company's Travel Policy in effect at the time. This policy will be applied uniformly for all plants/facilities and PDCs for both union and management employees.

555 (c) Make available to Local Union Safety Representatives and Management Safety Representatives copies of standards and regulations relevant to health and safety at the Plant/facility or PDC.

556 (d) Provide upon request available information on any hazardous chemicals being used at that location.

557 (e) Provide the Local Union Safety Representative and the International Union on request with the results of industrial hygiene and safety surveys.

558 (f) Provide access, upon reasonable notice, to all Company plants/facilities and PDCs to health and safety representatives of the International Union. Upon request, reports on such surveys will be provided to the Company.

559 (g) Provide injury and illness data to the International Union and the Local Union Safety Representative.

560 (h) Promptly notify the International Union of fatalities and serious injuries that result from work related accidents.

561 (i) Inform employees who are monitored of the monitoring results, regardless of the level of exposure, and include a copy of the monitoring results in the medical file. The Company will provide a copy of the sampling results to the Local Union Safety Representative. The Local Union Safety Representative will participate in efforts to reduce employee exposures to hazardous materials.

562 (j) Provide employees, upon request, a copy of their  
audiometric test.

563 (k) Notify the Local Union Safety Representative of  
incidents such as serious injuries, chemical spills and fires. A  
mutually agreeable process shall be established at each  
plant/facility or PDC. Problems related to notification shall be  
referred to the International Safety Committee. Provide access  
to the plant/facility or PDC to the appropriate union  
member(s) of the Plant or PDC Health and Safety Committee  
in order to conduct an investigation.

564 (l) Notify the Local Union Safety Representative in  
advance when possible, of health and safety inspections by  
OSHA, insurance loss control, boiler inspectors, city, county  
and state inspections related to health and safety, licensed  
health and safety inspectors and any health and safety  
consultants retained by the Company. The Local Union Safety  
Representative will be afforded an opportunity to accompany  
such officials or consultants and provide any pertinent  
information to them. Upon request, provide a copy of such  
reports, including those of insurance inspectors, to the Local  
Union Safety Representative regarding violations of applicable  
local, state, or federal codes or standards. Problems related to  
application of this paragraph will be referred to the  
International Safety Committee.

565 (m) Conduct joint audits at each plant/facility once a  
year. Management will ensure that Local Union Safety  
Representatives are available and scheduled to perform audits  
at locations other than their own. The International Joint  
Committee on Health and Safety will review cross plant audit  
assignments. A written report describing the status of each  
audit deficiency will be prepared by local Management within  
60 days of an audit. Management will provide a copy of the  
audit report and subsequent status reports to the Bargaining  
Unit Chairperson(s) and Local Union Safety Representative(s).

566 (n) The Company will continue to encourage prompt  
reporting of work related injuries and illnesses, near-miss  
occurrences, and other hazards. Cross plant audits will

include criteria to ensure that policies or practices do not discourage or create barriers to timely and accurate reporting of injuries and illnesses.

- 567 (o) Provide the Local Union Safety Representative access to OSHA recordable and Workers' Compensation information.

**Section 4--Plant Health and Safety Committee.**

- 568 The Plant Health and Safety Committee at each plant/facility will provide overall direction and leadership. The committee will be made up of equal representation of Local Union and Company members. The committee will include the Engineering/Plant Manager or designee, Bargaining Unit Chairperson or designee, Local Union Safety Representative(s), Management Safety Representative and such additional personnel as deemed appropriate. Membership of the plant committee will include the C&T chairperson or designee. The membership and structure of the committee may be modified upon mutual agreement between the plant/facility manager and Bargaining Unit Chairperson. The committee will meet at least monthly and minutes of the meetings will be kept. This language is not intended to change current local practices unless changes are mutually agreed upon.

- 569 Members of the committee will have sufficient training and access to health and safety information and data necessary to carry out their duties. Such access will include but not be limited to: accident investigation reports, industrial hygiene reports, insurance reports, near miss reports, ergonomic job analysis, sound surveys, layout and machinery drawings, photographs taken during accident investigation, injury and illness data and hazardous material information.

- 570 The responsibilities of the committee will include but not be limited to: providing strategic direction and recommendations into the development of health and safety plans, insuring that adequate human and financial resources are made available, monitoring the major program elements such as training, ergonomics, hazardous material control and

reduction, noise abatement, preventive maintenance and review of new and modified machinery and equipment, monitoring compliance with provisions of this agreement including compliance with health and safety regulations and resolving local health and safety issues and concerns.

571 Training for Stewards, Supervisors, and Safety Deputies to help them participate in periodic inspections will be provided locally.

**Section 5--The Local Union Safety Representative and Management Safety Representative.**

572 The Local Union Safety Representative and Management Safety Representative will support the plant/facility or PDC health and safety program. The P&M Local Union Safety Representative and alternate will be appointed by the International Union and be assigned to the first shift. The alternate will function whenever the Local Union Safety Representative is out of the plant. The Local Union Safety Representative will follow the same notification procedure for the alternate as the Grievance Committeemen follow for their alternates. The P&M Local Union Safety Representative will function on a full time basis (40 hours per week).

573 Notwithstanding his position on the seniority list, for the purpose of layoff and recalls, the P&M Local Union Safety Representative shall be included among the committeemen and officers covered by preferred seniority provisions of the P&M Main Labor Contract. The Local Union Safety Representative will be scheduled for overtime and premium pay work as a regular employee in his department, and during such periods he shall perform his assigned work and shall not function as the Local Union Safety Representative except in cases of emergencies or serious injuries.

574 The responsibilities of the Local Union Safety Representative and Management Safety Representative include but are not limited to:

- (1) Participation during inspections conducted by the Government or International Union Representatives.

(2) Review injury and illness information and data.

(3) Review of layout changes, machine modifications, and new equipment and machinery to ensure that appropriate health and safety considerations have been addressed.

(4) Conducting regular inspections, documenting deficiencies and following up on corrective action.

(5) Review of new standards and regulations and recommending appropriate changes.

(6) Monitoring compliance with government standards.

(7) Taking noise measurements, air contaminant and air flow readings using noise meters, dosimeters, detector tubes, velometers, etc.

(8) Participating in the review of hazardous materials proposed for use in the plant/facility.-

(9) Participating on and providing technical support to the Plant Health and Safety Committee.

(10) Actively participating in the development of health and safety programs, training activities, review audits, lockout procedures and related training needs, and business plans related to health and safety.

**Section 6--Health and Safety Grievance Procedure.**

575 Any recommendations or complaints under this Section will be handled under the procedures established locally. Such procedures shall be made known to employees and management alike.

576 The Company and Union have established a mechanism to resolve health and safety disputes in an effective and timely manner. The parties reaffirm their commitment to this process

and will make every effort to resolve problems internally rather than resort to outside agencies.

577 Complaints which are not satisfactorily or expeditiously handled by the Local Union Safety Representative and Management Safety Representative may be presented by the employee or Steward for processing and final determination through the grievance procedure provided herein, but shall not be subject to arbitration. This Section shall not be construed to restrict the employees' rights under Section 502 of the Labor-Management Relations Act of 1947.

**Section 7--Noise.**

578 The Company recognizes that noise induced hearing loss is a permanent and irreversible condition that significantly affects the quality of an employee's life. Management is committed to reducing noise levels in the plant. A comprehensive sound survey will be conducted at the plant to measure the sound exposures throughout the plant. The survey will identify the primary sources of noise and list feasible engineering controls to reduce exposure. The Company will develop and implement a noise abatement program. The program will include an annual listing of noise reduction projects and the specific machinery and equipment affected. The goal of the noise abatement program is to significantly reduce the number of employees required to wear hearing protection by reducing exposures to hazardous levels of noise. The Plant Health and Safety Committee will review the noise abatement program each year. The Company will establish an 80dBA specification for new machinery, equipment and powered hand tools. Deviations from the noise specification, when compliance is not feasible, will be reviewed by the Plant Health and Safety Committee.

**Section 8--Mechanical Power Press and Machine Safeguarding.**

579 The Company is committed to protecting the safety and health of all employees who are assigned to machine operations and will ensure that the operations are properly safeguarded. Advanced training in machine safeguarding will



be provided for the Local Union Safety Representatives and Management Safety representatives. In addition, personnel who operate, set-up, repair, or supervise machine operations will be trained on the proper use of safeguards and safe work practices. Machinery and equipment in the plant/facility will be periodically evaluated to ensure that it is properly safeguarded. Special attention will be given to those mechanical power press operations that require the operators to place a part of their body in the die area. The Company will continue its efforts to reduce the need for employees to place any part of their body in the die area.

#### **Section 9--Hazardous Material Reduction and Control.**

580 Effective control of hazardous materials will serve to protect the employees as well as the environment. The Company is committed to the continuous reduction in the use of hazardous materials. This will be accomplished through process changes and ongoing efforts to identify safer substitutes for materials currently in use. This program will be directed by the Plant Health and Safety Committee and is expected to reduce employee exposures and protect the environment.

581 The Company's Hazard Communication Program will meet or exceed federal, state and local regulations. This includes container labeling, training, maintenance of Material Safety Data Sheets and a review of all hazardous materials prior to use in the facilities.

#### **Section 10--Industrial Hygiene Program.**

582 Each manufacturing facility will develop and implement an air sampling and noise exposure monitoring plan. The purpose of this plan is to identify processes, operations, and activities which have the potential of producing unacceptable employee exposures to air contaminants and then to monitor employee exposures at those operations.

583 Air sampling plans are intended to provide for routine measurement of exposure to chemicals known to be present at

a process or operation. The reasons for taking measurements include:

(a) Detecting exposures which may pose a risk to health, such as those that exceed a Permissible Exposure Limit (PEL), or other acceptable limit;

(b) Identifying deterioration in controls or an increase in exposure levels so that corrections can be made;

(c) Identifying improvements which have been made in existing controls which may result in reduced exposures;

(d) Determining which type of respirator is most appropriate at those operations where respirators are required while other controls/methods are being developed;

(e) Complying with regulations.

584 The Local Union Safety Representative and Management Safety Representative will identify the employees affected, the controls that currently exist on the job and air sampling required. If air sampling is necessary at any given operation, the nature and frequency of the sampling must also be determined. The plan will be evaluated and updated annually.

585 A corporate database will be established to maintain air sampling results. Management will provide a copy of the database to members of the International Safety Committee on a semi-annual basis.

586 The International Safety Committee will regularly review established permissible exposure limits in light of available scientific evidence and other factors, including the goal of providing a healthy and pleasant work environment, to determine if a corporate exposure limit is appropriate. The Company agrees to establish corporate exposure limits lower than OSHA Permissible Exposure Limits, where appropriate, taking into consideration such things as OSHA proposals, NIOSH recommendations, ACGIH Threshold Limit Values, consensus standard recommendations and other validated and consensus scientific evidence as well as the desire to minimize exposure to toxic materials. The Company will establish a

“chemicals of concern” list to be included in the review. Chemicals will be automatically placed on the “chemicals of concern” list when existing air sampling or other industrial hygiene reports indicate an employee is periodically exposed at levels in excess of 25% of the current OSHA PEL. The Company has established corporate exposure limits for carbon monoxide, diesel exhaust, isocyanates, metalworking fluids, respirable particulate matter, and triethylamine that are lower than the current OSHA Permissible Exposure Limits.

587 Implementation of the air sampling plan and compliance with corporate exposure limits will be included in the cross-plant audits.

588 As part of the industrial hygiene program, the Company will establish a corporate TWA exposure limit for soluble and synthetic coolants and cutting fluid mists of 1.0 mg/M<sup>3</sup> for existing equipment and 0.5 mg/M<sup>3</sup> for new equipment. Exposure levels in excess of this limit will trigger medical surveillance for respiratory effects as well as efforts to reduce exposures through improved engineering controls. Engineering controls will include elimination of local exhaust recirculation. Regardless of exposure levels the Company will establish a preventative maintenance program for ventilation and engineering controls, including quarterly air flow measurements of ventilation systems. In addition, the Company will develop a testing and maintenance program to monitor and record the performance of central coolant systems, regardless of exposure levels. Monitoring will include at a minimum concentration, pH, emulsion stability, suspended solids and bacteria (including acid-fast bacteria) and fungi concentration. Records will be maintained in a computer database.

#### **Section 11--Ergonomics.**

589 The Company will establish a comprehensive ergonomics program at each facility. The program is intended to reduce employee exposure to ergonomic risk factors and prevent injuries. The Company agrees to establish an Ergonomics Coordinating Committee at each facility to jointly oversee ergonomics programs and activities. The Ergonomics

Coordinating Committee will report to the Plant Health and Safety Committee. Unless otherwise designated, the Ergonomics Coordinating Committee will be comprised of the Local Union Safety Representative and Management Safety Representative. Additional members may be added to the committee as deemed necessary by mutual agreement. The Company and Union further agree to establish a joint local ergonomics program as part of the Plant Health and Safety Committee at non-manufacturing operations at a level appropriate to their size and function.

590 The Ergonomics Coordinating Committee will oversee the ergonomics program and activities and make recommendations as necessary.

591 Symptom surveys will be conducted in all plant/facility and PDC operations every two years. Symptom surveys will be jointly developed and may include health and safety related questions.

592 Injury and illness analysis of OSHA recordable, Workers' Compensation, and symptom survey data will be conducted to identify jobs and departments with the highest number and rate of musculoskeletal disorders. In addition, analysis will be conducted by type of injury and body part. The Ergonomics Coordinating Committee will utilize the reports to focus efforts in areas where risk is highest, to determine when and where evaluations should be performed, and to monitor the overall effectiveness of the ergonomics program.

593 The Ergonomics Coordinating Committee will perform periodic inspections to identify opportunities for conducting and documenting proactive job evaluations that are not triggered by injury or symptom complaints. A good faith effort will be made to conduct and document additional job evaluations within 30 days of when:

- An employee reports musculo-skeletal pain or symptoms of a musculo-skeletal disorder (MSD) to supervision or medical;
- An employee is diagnosed with a musculo-skeletal disorder;

- The Company becomes knowledgeable of a musculo-skeletal disorder risk;
- There is a major process or model change.-

594 The components of a job evaluation will include but are not limited to: 1) asking the employee which work activity may be related to any MSD injury or symptom associated with the job, 2) identifying specific work activities that are likely contributors to ergonomic risk, symptom, or diagnosis, 3) observation of job, 4) identification and evaluation of risk factors (force, contact stress, posture, vibration, repetition and uncomfortably hot or cold temperatures) and potential countermeasures to reduce ergonomic risk, 5) asking the employee for ideas about minimizing ergonomic risk factors and, 6) a description of the feasible control measures to be implemented. Such evaluations include input from other workers whose jobs will be affected by the modification.

595 Job evaluations will be updated when an employee is newly diagnosed with a musculo-skeletal disorder or when the job or operation is substantially changed or after countermeasures have been implemented.

596 Job evaluations will be conducted to quantify risk factors for specific job tasks or elements. Appropriate job analysis methods will be used such as University of Michigan 3DSSP Version 6.02 (3D Static Strength Prediction Program), Snook-Ciriello Tables and NIOSH 1991 lifting formula and ACGIH 2002 Hand Activity Level TLV.

597 The Company and International Union shall jointly select a mutually agreeable job evaluation and job analysis methods. The selected job evaluation and job analysis methods will be used at all plants/facilities and PDCs unless the parties mutually agree to an equivalent alternative process. Training on ergonomic job evaluation and job analysis will be provided to appropriate Union and Company personnel.

598 Upon receipt of a job evaluation or analysis the supervisor will attempt to implement job corrections. If the problem cannot be resolved by the supervisor it will be assigned to the engineering, maintenance, or other appropriate parties for

resolution. A copy will be provided to the Ergonomics Coordinating Committee.

599 A computerized database will be developed to store job evaluation and job analysis information for manufacturing and engineering facilities. A master list of all ergonomic problem jobs, based on job evaluation or job analysis, for the facility will be maintained. The Company agrees that a good faith effort will be made to implement ergonomic solutions within a six (6) month time frame after a job evaluation or job analysis determines that corrective action is required. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction. The reasons will be documented.

600 Ergonomic control measures are deemed necessary when any work-related ergonomic risk causes or aggravates symptoms of a musculo-skeletal disorder (MSD), or when job activities are substantially likely to result in the development of a MSD injury. Feasible engineering controls (job redesign) will be implemented as the preferred method to control ergonomic risk factors.

601 Ergonomics design guidelines will be established by the Company in conjunction with Local Safety Committees and the International Union. The guidelines will include a reasonable weight limit for repetitive lifting on production jobs. Appropriate Union and Company personnel including engineers will be trained on the use of such guidelines.

602 The Company has established and implemented a process to ensure that ergonomics issues are considered in all new and modified equipment and machinery.

603 The medical department will be actively involved in the identification of problems, medical evaluation, treatment, rehabilitation, record keeping and job placement of restricted workers.

604 Ergonomic consultants will be utilized where jointly deemed appropriate.

605 The Company will continue to promote informal  
communication between Ergonomics Coordinating  
Committees.

606 Ergonomics awareness training will be provided for all  
employees. Each member of the Plant Health and Safety  
Committee and Ergonomics Coordinating Committee will  
receive annual ergonomics training.

607 Medical staff personnel will be provided with appropriate  
education and training. Referrals will be made only to outside  
medical personnel competent to diagnose and treat musculo-  
skeletal disorders.

#### **Section 12--New and Modified Machinery and Plant Rearrangement.**

608 The Company recognizes the importance of health and  
safety issues (such as ergonomics) being considered at the  
early stages of process development, process changes, plant  
rearrangements and machinery acquisition. The Company will  
develop or adopt safety and health guidelines for new  
machinery and equipment. The guidelines will address items  
such as ergonomics, noise, machine guarding and ventilation.  
Local Union Safety Representatives will be provided copies  
and an opportunity to provide suggestions for improvements  
prior to these changes being implemented. Engineers involved  
in such projects will be knowledgeable or receive training in  
ergonomics, health and safety hazard analysis, regulations and  
applicable consensus standards and the Company's related  
specifications for machinery acquisition.

609 The Company will provide advance notice as early as  
possible to the Local Union Safety Representative and  
Management Safety Representative of significant acquisitions  
of new equipment and machinery or layout changes which  
may adversely affect the health and safety of employees.  
Notification will be provided during the pre-award quote  
process. A listing of new equipment and machinery  
acquisitions and layout changes will be presented to the Local  
Union Safety Representative and Management Safety  
Representative so they can identify equipment to be reviewed.

The review will cover the design, manufacture and installation stages.

610 Machinery or equipment that has not been reviewed by both the Local Union Safety Representative and the Management Safety Representative because notification was not provided or they were not given the opportunity to conduct the health and safety review, will be locked out and tagged “Do Not Operate” when it arrives at the Plant/facility or PDC. The machinery or equipment will not be operated or placed into service until a joint health and safety review has taken place and determined that it is safe to do so. Special emphasis will be placed on improving communication between product and process engineers that affects the manufacturing process.

#### **Section 13--Preventive Maintenance.**

611 Preventive maintenance programs will include items that affect employee health and safety such as: power presses, material handling vehicles, cranes, hoists, lifting devices, platforms, emergency lights and alarm systems, eye washes and showers, machine safeguarding systems, and ventilation systems. Within two (2) weeks of the effective date of this Agreement, the Company will issue a letter for distribution to all locations that stresses the need and importance of preventive maintenance programs with regard to safety and health related items. Within 180 days of the effective date of this Agreement each location will submit and maintain a detailed preventive maintenance plan that includes all health and safety and environmental controls and will make the plan available to all members of the Local Health and Safety Committee. A quarterly report will be issued for review by the local Joint Health and Safety Committee.

612 The Plant or PDC Health and Safety Committee will periodically monitor these programs.

#### **Section 14--Medical Services.**

613 The Company will make available competent staff and medical facilities services to treat workplace illness or injuries.



614 The Company will provide sufficient medical emergency response personnel on all shifts. Each plant/facility and PDC will develop and implement a procedure to identify emergency response personnel on each shift. Such personnel will be properly trained and certified as required.

615 The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, at a frequency and to the extent necessary to determine whether the health of such employees is being adversely affected and to instruct them in the safe use of these materials.

616 Whenever a physical examination or laboratory test has been made by physicians acting for the Company, a report thereof will be given to the personal physician of the employee involved upon the written request of such employee. A written report of the results of laboratory tests, X-rays and audiometric tests will be given to an employee upon request.

617 The Company will provide appropriate physical examinations for employees in safety sensitive jobs as identified by the Local Union Safety Representative and Management Safety Representative. Such jobs shall include but not be limited to Fork Lift Drivers and Overhead Crane Operators. Physical examinations will include medical tests determined to be appropriate by Company Medical policy in consultation with the International Safety Committee.

#### **Section 15--Working Alone.**

618 The Company recognizes the danger of having employees work alone. This danger is increased when moving machinery is involved, or where work is carried out in a confined space. Employees on production work shall not be permitted to work alone. On other work, it should be avoided, if at all possible, and in no case shall an employee work alone, except upon the recommendation of the plant/facility manager and with the approval of the safety supervisor.

**Section 16--Contractor Safety Program.**

619 The Company is committed to the implementation of a Contractor Safety Program at each facility. The program includes pre-qualification, periodic site inspections, confirmation of proper training and enforcement of program guidelines. Contractors that repeatedly violate guidelines will be removed from plant/facility or PDC property and ineligible to bid on future projects until corrective action has been taken.

**Section 17--Liability.**

620 The International Union, Local Unions, International Joint Committee on Health and Safety and Union members of such Safety Committees, and Union officials, and employees are not intended to be legally or financially responsible under the Contract, Memoranda of Understanding, or policy letters, programs, or training materials for the health and safety of the Company's employees or third parties while on Company property. This is not intended to and does not increase the Company's liability in such cases beyond its normal exposure, if any (i.e., Workers' Compensation).

**Section 18--Fall Prevention Program.**

621 The Company and Union will establish a Fall Prevention Program. Each task that involves work at heights will be documented, prioritized and evaluated to determine feasible engineering controls. Personal fall protection equipment will be made available when engineering controls are not appropriate to prevent falls. Procedures will be established to inspect, maintain and store personal fall prevention equipment. Maintenance workers will be trained on the proper use of this equipment and on the proper procedures for working at heights. The installation of fall prevention systems and personal fall protection systems (anchorage points, harnesses, lanyards and climbing systems) requires special skill and knowledge. Employees performing this function will be properly trained. Management will provide the necessary resources and support to make this program successful.

**Section 19--Workplace Violence.**

622 The Company has developed and implemented, with Union involvement, a written workplace violence prevention program covering each plant/facility and PDC. The parties agree to jointly review and modify the current program as necessary to ensure conformance to the extent practicable with UAW workplace violence policy.

**Section 20--Training.**

623 The Company will provide appropriate education and training in health and safety for all employees with special attention to the safety training needs of Apprentices and Journeymen. The Local Union Safety Representative and Management Safety Representative will jointly develop a safety training plan for their respective plant/facility or PDC to identify training topics, recipients, delivery method, and frequency. Each plan will cover all health and safety training, specifically including new hire orientation, for represented employees, members of the Plant or PDC Health and Safety Committee, Safety Deputies, and Stewards. The plan will also cover supervisors and other non-represented employees whose activities may impact employee health and safety.

624 Each plan will include a minimum of 8 hours of refresher safety and health training for all skilled trades employees each year unless otherwise mutually agreed upon by the Local Safety Representative and Management Safety Representative. Skilled trades employees will also receive training in health and safety standards and regulations relevant to their job responsibilities.

**Section 21--Lockout.**

625 The Company will ensure that an effective lockout program is implemented in each Plant/facility and PDC consistent with the Corporate Lockout Program and OSHA regulations. Placards containing machine specific lockout procedures, listing equipment needed and verification methods, will be posted on all machinery and equipment with multiple energy sources. Placards will also be posted on

single energy source machines that have an energy isolation device that is not located in the immediate vicinity. The procedures will be reviewed and updated to make sure they are clear, concise and easily readable. Where necessary, the procedures will be supplemented with a schematic or photo of the machinery or equipment. Energy isolation devices will be labeled to correspond with lockout procedures on placards. The Company will require lockout placards on all new machinery and equipment.

626 Employees will be trained and provided the necessary lockout devices. Annual refresher training will be conducted. Prior to performing service and maintenance on new machinery and equipment, employees will be trained on machine specific lockout procedures. Audits will be performed on a routine periodic basis to ensure compliance with the lockout program.

#### **Section 22--Emergency Plans and Evacuation Drills.**

627 Each plant/facility and PDC will develop an emergency response and evacuation plan. Evacuation routes will be updated and posted. An Emergency Evacuation Drill will be conducted on each shift at least twice during the term of this agreement. The drills will familiarize employees with the emergency warning system, evacuation routes, and assembly areas. The Plant Emergency Evacuation Routes will be periodically updated to reflect changes in the plant. In addition, emergency coordinators will receive annual refresher training and the emergency alarm will be activated at least once a year, at pre-announced times, for familiarization purposes. Supervisors will review the evacuation routes and warning system with new hires and transferred employees when they are assigned to the department and with all employees at least twice a year during supervisor safety meetings. Facility emergency response plans and analysis of evacuation drills will be included in the cross plan audit.

628 A communication system will be maintained to ensure that the Company monitors the local community Emergency services and Disaster Agency alert system, and when severe weather danger is reported in the immediate vicinity of a

plant/facility or PDC, immediately communicate to all employees warnings to seek shelter or evacuate the facility.

**Section 23--Joint Research Fund.**

629 The Company agrees to **maintain** a fund to support joint research. The International Safety Committee will jointly select topics for research. The Company will contribute \$60,000 to the fund for each year of this agreement. Costs associated with time off the job for employees such as to complete surveys and medical tests will not be charged against the research fund.

**Section 24--High Hazard Jobs.**

630 Risk assessment training will be conducted as part of skilled trades safety training and will include hazard awareness, assessment techniques and mitigation skills.

631 Each manufacturing facility will identify known high hazard potential non-routine/infrequent skilled trades tasks and develop a process for identifying new tasks as they become known. The local union safety representative and management representative will work with the skilled trades and skilled trades management to help develop the process. These will include tasks, locations and machinery that expose skilled trades to physical, chemical, and electrical hazards. These may include situations where lock out procedures cannot eliminate all hazards, working at heights, troubleshooting, unjamming machinery, powered industrial vehicle maintenance, use of slings and rigging, and working alone.

632 A risk assessment process will be used to address the hazards of these tasks prior to beginning work.

## ARTICLE XXIV FURNISHING OF EQUIPMENT

### Section 1.

633 All items of safety equipment, the use of which is a condition of employment on a particular job, shall be furnished by the Company without cost to employees.

634 This type of equipment is to be distinguished from the customary safe clothing which the Company is entitled to expect employees to wear, having in mind the requirements of the employee's particular job. **The Company will provide cold weather jackets for use by employees who are required to perform job duties outdoors during cold weather months, as mutually agreed between local safety management and the Local Union Safety Chairman. These jackets will be maintained at the plant and are not to be removed by employees for personal use.** The Company shall be under no obligations to furnish such safe clothing without cost to employees.

### Section 2.

635 The Company reserves the right to determine when replacement of such safety equipment furnished by it becomes necessary and also to require that such equipment remain on the Company's premises at all times. The Company's obligation to furnish replacements without cost shall cease in all cases where the worn-out or damaged article previously furnished by the Company is not returned. In the latter instance, the employee concerned shall be required to obtain and use the article of safety equipment as a condition of continued employment on that job but he may purchase the article from the Company at cost.

### Section 3.

636 Beginning January 1, 2008 the Company will reimburse employees who are required to wear safety shoes up to one hundred fifty dollars (\$150.00) in each calendar year for the purchase of safety shoes.

637           **This reimbursement will be provided up to two times per calendar year for employees in certain positions as mutually agreed between local safety management and the Local Safety Chairman.**

**ARTICLE XXV  
VETERANS' RIGHTS AND BENEFITS**

**Section 1--Veterans' Rights and Benefits.**

**(a) General**

638           A Company employee, including a probationary employee or an employee on layoff status, who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service, will be afforded the rights to employment, reemployment retention in employment, promotion, health insurance continuation, pension, or any benefit of employment to the full extent required by applicable federal law, under the terms and conditions established thereby.

**(b) Definitions**

639           As used in this Article, the terms "uniformed services" and "services in the uniformed services" shall have the definitions ascribed by applicable federal law.

640           As used in this Article "active duty" shall mean full time service as a member of the uniformed services of the United States and shall include active duty for training by a Reservist for an initial period of not less than three consecutive months.

**(c) Training Duty**

641           An employee shall be granted a leave of absence to perform "training duty" and shall, upon his return to work in accordance with federal law, be reinstated to the extent and under the circumstances that reinstatement may be required by federal law.

642 As used in this Article "training duty" shall mean active  
duty for training (other than active duty for training by a  
Reservist for an initial period of not less than three  
consecutive months) and inactive duty training with the  
uniformed services.

(d) **Emergency Duty**

643 An employee shall be granted a leave of absence to  
perform "emergency duty."

644 As used in this Article, "emergency duty" shall mean  
emergency rescue and rehabilitation activities performed at the  
call and under the pay of the state or federal government in  
connection with civil disorder, fire, storm, or disasters such as  
floods, cyclones, tornadoes, or any similar catastrophes.

**Section 2--Probationary Credit.**

645 An "active duty" veteran who lacks seniority status by  
reason of having left active employment to enter upon "active  
duty" prior to completion of his probationary period under the  
labor contract then covering the bargaining unit in which he  
was employed, but who applies for reinstatement within the  
period prescribed by federal law, will be granted credit  
towards completion of his probationary period.

**Section 3--Vacation Rights.**

(a) **Entering Active Duty**

646 (1) Any employee, at the time he is terminated to  
report for "active duty" shall be paid vacation money for  
any vacation to which he is then entitled for the current  
year but which he has not already taken in the current  
year.

647 (2) In addition, an hourly-rated employee shall, at  
the time he is terminated to report for "active duty", be  
paid vacation money to which he would have become  
entitled on or after January 1 of the next year if he had  
continued in the employ of the Company after such date,  
provided that at the time he is so terminated he has



fulfilled the necessary service and attendance requirements established in Section 4, Article XIV to qualify for a vacation in the ensuing year.

(b) **Returning From Active Duty**

648 (1) An employee who left the Company's employ to enter "active duty" and is restored to employment with the Company under applicable Federal law will be eligible for a vacation as follows:

649 a. **Year of Reemployment**

He will be entitled to full vacation pay if he is credited with at least nine hundred (900) compensated hours (computed in accordance with the rules of Section 4, Article XV) accumulated in the year in which he returns. Such employee will be permitted to take vacation time and vacation money as provided in Sections 4 and 5 of Article XV prior to accumulating nine hundred (900) compensated hours and shall receive half of full vacation money (based upon his applicable rate in effect immediately prior to his vacation payment) if he is credited with five hundred (500) compensated hours and an additional five percent (5%) of full vacation money for each additional forty (40) compensated hours which he accumulates prior to the last full payroll week in the year in which he is reemployed.

650 b. **Year Following Year of Reemployment**

He will be entitled to a vacation provided his continuous vacation service was not broken before January 1, and he worked in the prior year.

651 (2) If he is reemployed in the year following his entrance into "active duty", attendance credits

accumulated in the preceding year will be added to attendance credits accumulated in the year in which he is reemployed.

652 (3) However, in no event will an employee upon his return from "active duty" receive vacation, vacation money or full days of authorized absence from work if he has already received vacation or vacation money for that same calendar year under the provisions of Section 3(a) of this Article, unless his total continuous vacation service upon his return to employment has made him eligible for additional vacation for such calendar year or unless his total accumulated attendance credits entitle him to additional vacation money.

(c) **During Training Duty and Emergency Duty**

653 (1) Subject to the provisions of Section 7(e) of Article XV, an employee who is granted a leave of absence to perform "training duty" or "emergency duty" may apply any vacation due him to time spent on such duty.

654 (2) Notwithstanding the provisions of Section 7(e) of Article XV, should an employee on such leave of absence be entitled to make-up pay as provided below during any week occurring within a vacation period scheduled by the Company pursuant to Section 7 of Article XV, any vacation to which he may be entitled in that week shall be rescheduled to a week during which he is not entitled to such make-up pay.

**Section 4--Make-up Pay.**

655 (a) An employee who performs "training duty" and who is required to attend such "training duty" for the purpose of maintaining his active reserve status, will, if the "training duty" requires his absence from work for five (5) or more consecutive workdays, be paid for the time involved, but not to exceed two weeks in a calendar year, as follows:

656 Hourly-paid employees will be paid the difference, if any, between the amount of base pay (including extra pay such as

for flying or sea duty) received from the government and their regular earnings (excluding overtime and premium pay) in effect at the time such absence begins. **The Company will consider pay for training leave requests that exceed two weeks on a case-by-case basis.**

657 (b) An employee who performs "training duty" and would be entitled to make-up pay if he were not on a laid-off status and who is unable to respond for recall from layoff because he is engaged in "training duty" which is scheduled to last for five (5) or more consecutive workdays after the date of recall will be granted a leave of absence for such remaining period of "training duty" and will be paid for any time lost from work, but not to exceed two (2) weeks in a calendar year, commencing with the date he would have started work but for his being on such "training duty" on the same basis as provided above in Section 4(a) except that his regular earnings will be based on his regular earnings in the first full payroll week after his return to work.

658 (c) Employees who perform "emergency duty" will be paid for the time involved, but not to exceed a total of thirty (30) days in any calendar year, as provided in paragraphs (a) and (b) of this Section 4.

659 (d) Employees who perform "active duty" will be paid for the time involved as provided in paragraphs (a) and (b) of this Section 4.

#### **Section 5--Honor Guards.**

660 Employees who are required to serve on Honor Guards during their scheduled working hours at the funeral of a deceased war veteran who is returned to the United States for burial, or at a memorial service following the death of a war veteran whose body is not returned to the United States will be afforded time-off from work without loss of regular pay, but not to exceed four (4) hours. It is understood that not more than four (4) such employees will be allowed off at the same time. Such employees should present a letter from the sponsoring organization indicating the name of the deceased and the time and place of the funeral.

**Section 6--Veterans' Leaves of Absence for  
Educational Purposes.**

661 (a) Employees who request leaves of absence for the purpose of taking advantage of the Veterans' educational benefits provided under applicable federal law will be granted such leaves in accordance with the terms of this Section.

662 (b) In granting leaves of absence, the following factors will be taken into consideration:

**(1) The nature of the training which the employee is intending to take**

The purpose of such leaves of absence is to provide an opportunity to obtain training which will make an employee better qualified for present work assignment or advancement.

**(2) The Seniority of the Employee**

Any employee with one (1) year of seniority shall be deemed eligible to make application for such leave. In the event that not all eligible employees who request leaves can be released within the limitation of this Section, the longer service employees will be given preference.

**(3) The Availability of the Employee**

An eligible employee requesting a leave of absence of this type will be released if a qualified replacement for such employee is available for employment on the job to be performed.

663 (c) The leave shall be for a period of not to exceed one (1) year, provided, however, that upon written application the leave shall be renewed for successive periods so as to enable the employee to complete his schooling.

664 (d) Employees granted educational leaves of absence shall be required to furnish proof of attendance upon request and failure to show such proof will cause the leave to be

immediately cancelled. Leaves will also be cancelled if the employee's training is discontinued for such reasons as graduation, the employee withdraws from training, or the employee is dismissed from training before completion.

665 (e) During such educational leaves, employees shall be allowed to work part time while in training. This shall not be construed to be a commitment on the part of the Company to furnish such part-time work.

666 (f) During summer vacations occurring during the period of such leaves of absence, the employee may take temporary full-time employment. Such employment shall be at the Plant from which the employee is on leave if the Company so requests; however, in exceptional cases where, because of distance or cost, it is not feasible for the employee to return to the Plant during a vacation period, the Company will not require the employee to return to the Plant for vacation employment. This shall not be construed to permit an employee to withdraw from training when such training is available to take temporary employment. During such vacation periods, an employee, upon his request and in line with seniority, will be given preference in employment on open jobs at the Plant from which he is on leave.

## ARTICLE XXVI DURATION OF AGREEMENT

667 This Contract shall remain in full force and effect until **12:01 a.m. October 1, 2018**, and thereafter from year to year unless either party shall give notice in writing sixty (60) days in advance of **October 1, 2018**, or any anniversary thereof, to the other party of its desire to make changes and of the specific changes desired, or to terminate the same. Unless such notice is given not less than sixty (60) days prior to **October 1, 2018**, or an anniversary thereof, this Contract shall automatically continue in effect until the next anniversary date.

**DURATION OF AGREEMENT**

**ARTICLE XXVI**

**FOR THE COMPANY**

Troy A. Clarke  
William H. Osborne  
Greg Elliott  
Michael J. Lynch  
Jeff Plassman  
Steve Nash  
Persio Lisboa  
R. Barry Morris  
Glenn Palmer  
Rose Murtaugh  
Jenny Koerth  
Jeff Dash  
Tammie Montgomery  
Lisa Hankins  
Deborah Ground  
Lori MacDonald  
Dawn Weddle  
Leon P. Cornelius  
Timothy Powelke  
Shirley Burless

**FOR THE UNION**

Norwood H. Jewell  
Nancy Adams Johnson  
Timothy Bressler  
Willard Beck  
John Eblin  
Ed Zirkle, Jr.  
Mike Bartee  
Deron Blakely  
A. Lincoln Dunbar  
Steven Grisby  
Antonio Henderson  
Robert Nicezyporuk  
Greg Lucas  
William J. Perkins

**EXHIBIT "A"**

**DESCRIPTION OF BARGAINING UNITS  
COVERED AS OF THE EFFECTIVE DATE  
OF THIS CONTRACT**

**MELROSE PARK WORKS - UAW LOCAL 6**

All production, maintenance, toolroom, machine repair, and engineering experimental shop employees of Melrose Park Works, excluding:

All salaried employees

All supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action

All Cooperative Engineering Students

All employees of other units defined by the National Labor Relations Board; Boiler House operating engineers and firemen and oilers; outside truck drivers

All plant protection employees

**SPRINGFIELD WORKS - UAW LOCAL 402**

All of the employees of the Company employed at its Springfield Works, except salaried employees, foremen, assistant foremen, plant protection employees and confidential clerks.

**EXHIBIT "B"**

<b>Local Union</b>	<b>Number of Grievance Committeemen (In addition to the Chairman of the Grievance Committee)</b>
<b>6</b>	<b>3</b>
<b>402</b>	<b>5</b>



**EXHIBIT "C"**

**AUTHORIZATION FOR CHECK-OFF OF DUES**

Date \_\_\_\_\_

To: **Navistar, Inc.**

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

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

**EXHIBIT "C" - Continued**

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

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(Signature of Employee)

---

(Type or Print Name of Employee)

---

(Address of Employee)

---

(State)            (City)            (Zip)

---

(Social Security No.)

---

(Employee Clock No.)

---

(Date of Signature)

---

(Date of Delivery to Employer)



**EXHIBIT "E"**

**DAYWORK  
LABOR GRADE RATE RANGES  
AND  
AUTOMATIC PROGRESSION SCHEDULES  
EMPLOYEES HIRED BEFORE OCTOBER 1, 2002**

**EFFECTIVE: February 9, 2015**

<b>Daywork Labor Grade</b>	<b>Maximum Salary Rate</b>		
	<b>02/16/15 Max.</b>	<b>10/05/15 (2%)</b>	<b>10/02/17 (2%)</b>
1	\$24.74	\$25.23	\$25.74
2	24.82	25.32	25.82
3	24.94	25.44	25.95
4	24.78	25.28	25.78
5	24.84	25.34	25.84
6	24.97	25.47	25.98
7	25.08	25.58	26.09
8	25.44	25.95	26.47
9	25.55	26.06	26.58
10	25.83	26.35	26.87
11	26.39	26.92	27.46
12	26.76	27.30	27.84
13	27.15	27.69	28.25
14	27.42	27.97	28.53
15	27.71	28.26	28.83

These rates do not include the Cost-of-Living Allowance.

**EXHIBIT "E" - Continued**

**DAYWORK  
LABOR GRADE RATE RANGES  
AND  
AUTOMATIC PROGRESSION SCHEDULES  
EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2002  
AND BEFORE OCTOBER 1, 2007  
EFFECTIVE: February 9, 2015**

<b>Daywork Labor Grade</b>	<b>Maximum Salary Rate</b>		
	<b>02/16/15 Max.</b>	<b>10/05/15 (2%)</b>	<b>10/02/17 (2%)</b>
1	\$19.37	\$19.76	\$20.15
2	19.44	19.83	20.23
3	19.56	19.95	20.35
4	19.65	20.04	20.44
5	19.72	20.11	20.52
6	19.84	20.24	20.64
7	19.95	20.35	20.76
8	20.06	20.46	20.87
9	20.17	20.57	20.98
10	20.45	20.86	21.28
11	21.01	21.43	21.86
12	21.39	21.82	22.25
13	21.78	22.22	22.66
14	22.04	22.48	22.93
15	22.34	22.79	23.24

These rates do not include the Cost-of-Living Allowance

**EXHIBIT “E” – Continued**

**DAYWORK  
LABOR GRADE RATE RANGES**

**EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2007  
AND BEFORE OCTOBER 1, 2010**

**EFFECTIVE: February 9, 2015**

Labor Grade	As of Date of Hire	Progression Steps (Every Six Months)										Maximum Salary Rate	
		1	2	3	4	5	6	7	8	9	10	10/5/15 (2%)	10/2/15 (2%)
1	\$15.01	\$15.31	\$15.60	\$15.91	\$16.22	\$16.54	\$16.86	\$17.19	\$17.53	\$17.87	\$18.23	\$18.59	\$18.97
2	15.05	15.34	15.64	15.95	16.27	16.59	16.92	17.25	17.59	17.94	18.30	18.67	19.04
3	15.16	15.45	15.76	16.06	16.38	16.70	17.03	17.37	17.71	18.06	18.42	18.79	19.16
4	15.22	15.52	15.83	16.14	16.46	16.78	17.11	17.45	17.80	18.15	18.51	18.88	19.26
5	15.26	15.56	15.86	16.18	16.50	16.83	17.16	17.50	17.85	18.21	18.57	18.94	19.32
6	15.36	15.66	15.97	16.28	16.61	16.94	17.27	17.62	17.97	18.33	18.70	19.07	19.46
7	15.46	15.76	16.07	16.39	16.71	17.04	17.38	17.73	18.08	18.44	18.81	19.19	19.57
8	15.52	15.83	16.14	16.47	16.80	17.13	17.47	17.82	18.18	18.55	18.92	19.30	19.68
9	15.68	15.98	16.29	16.61	16.94	17.27	17.61	17.95	18.30	18.66	19.03	19.41	19.80
10	15.83	16.14	16.47	16.80	17.13	17.48	17.83	18.19	18.55	18.93	19.31	19.70	20.09
11	16.28	16.60	16.94	17.28	17.62	17.98	18.34	18.71	19.09	19.47	19.87	20.27	20.67
12	16.59	16.92	17.26	17.60	17.96	18.32	18.69	19.07	19.45	19.84	20.25	20.66	21.07
13	16.88	17.22	17.57	17.93	18.29	18.66	19.04	19.42	19.82	20.22	20.63	21.04	21.46
14	17.09	17.44	17.79	18.15	18.52	18.89	19.28	19.67	20.07	20.48	20.90	21.32	21.74
15	17.31	17.66	18.02	18.39	18.76	19.15	19.54	19.94	20.35	20.77	21.19	21.61	22.05

These rates do not include the Cost-of-Living Allowance

**EXHIBIT “E” – Continued**

**DAYWORK  
LABOR GRADE RATE RANGES**

**EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2010**

**EFFECTIVE: February 9, 2015**

Labor Grade	As of Date of Hire	Progression Steps (Every Six Months)										Maximum Salary Rate	
		1	2	3	4	5	6	7	8	9	10	10/5/15 (2%)	10/2/15 (2%)
1	\$14.86	\$15.16	\$15.45	\$15.76	\$16.07	\$16.39	\$16.71	\$17.04	\$17.38	\$17.72	\$18.08	\$18.44	\$18.81
2	14.90	15.19	15.49	15.80	16.12	16.44	16.77	17.10	17.44	17.79	18.15	18.51	18.88
3	15.01	15.30	15.61	15.91	16.23	16.55	16.88	17.22	17.56	17.91	18.27	18.64	19.01
4	15.07	15.37	15.68	15.99	16.31	16.63	16.96	17.30	17.65	18.00	18.36	18.73	19.10
5	15.11	15.41	15.71	16.03	16.35	16.68	17.01	17.35	17.70	18.06	18.42	18.79	19.16
6	15.21	15.51	15.82	16.13	16.46	16.79	17.12	17.47	17.82	18.18	18.55	18.92	19.30
7	15.31	15.61	15.92	16.24	16.56	16.89	17.23	17.58	17.93	18.29	18.66	19.03	19.41
8	15.37	15.68	15.99	16.32	16.65	16.98	17.32	17.67	18.03	18.40	18.77	19.15	19.53
9	15.53	15.83	16.14	16.46	16.79	17.12	17.46	17.80	18.15	18.51	18.88	19.26	19.64
10	15.68	15.99	16.32	16.65	16.98	17.33	17.68	18.04	18.40	18.78	19.16	19.54	19.93
11	16.13	16.45	16.79	17.13	17.47	17.83	18.19	18.56	18.94	19.32	19.72	20.11	20.52
12	16.44	16.77	17.11	17.45	17.81	18.17	18.54	18.92	19.30	19.69	20.10	20.50	20.91
13	16.73	17.07	17.42	17.78	18.14	18.51	18.89	19.27	19.67	20.07	20.48	20.89	21.31
14	16.94	17.29	17.64	18.00	18.37	18.74	19.13	19.52	19.92	20.33	20.75	21.17	21.59
15	17.16	17.51	17.87	18.24	18.61	19.00	19.39	19.79	20.20	20.62	21.04	21.46	21.89

These rates do not include the Cost-of-Living Allowance

**EXHIBIT “F”**

**DAYWORK OCCUPATIONS  
SKILLED TRADES  
RATE RANGES  
AND  
AUTOMATIC PROGRESSION SCHEDULES**

**EFFECTIVE: February 9, 2015**

<b>JOB CODES</b>				
C-4	I-177	M-133	R-100	T-90
D-5	M-33	M-285	S-56	W-50
E-84	M-100	P-48	T-41	
<b>AUTOMATIC PROGRESSION</b>				
	<b>Minimum</b>	<b>Step 1 Rate After 30 Days</b>	<b>Step 2 Rate After Add'l 90 Days</b>	<b>Maximum</b>
<b>02/16/15</b>	\$27.90	\$27.95	\$27.99	\$28.09
<b>10/05/15</b>	\$28.46	\$28.51	\$28.55	\$28.65
<b>10/02/17</b>	\$29.03	\$29.08	\$29.12	\$29.22

These rates do not include the Cost-of-Living Allowance.



**EXHIBIT “L”**

Vacation Period, if scheduled by Company pursuant to Article XV,  
Section 7

	<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>S</b>
	<b>2015</b>						
	28	29	30	1	2	3	4
<b>JULY</b>	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1

	<b>2016</b>						
	26	27	28	29	30	1	2
<b>JULY</b>	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

	<b>2017</b>						
	25	26	27	28	29	30	1
<b>JULY</b>	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29

	<b>2018</b>						
	24	25	26	27	28	29	30
<b>JULY</b>	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28

## EXHIBIT "N"

### MEMORANDUM OF UNDERSTANDING RETIRED EMPLOYEES

The parties recognize that when Saturday Work is scheduled under the provisions of Letter #16 it may be necessary to utilize retired employees to supplement the work force. Where such employees are required, their rights shall be as indicated below:

1. Retired employees shall consist of retired employees of the Company who at the time of their retirement were members of a UAW bargaining unit.
  - A. Retired employees will be scheduled to work only on Saturdays in the following order:
    2. Qualified retired employees who retired from the bargaining unit in which the work is scheduled.
    2. Qualified retired employees who retired from other UAW bargaining units.
  - B. On the Saturdays retired employees are scheduled to work, they may be scheduled for all or any part of the regular hours in the department to which they are assigned.
  - C. The utilization of retired employees shall not be considered as an infringement of the rights of full-time employees under the **Navistar**-UAW Main Labor Contract.
  - D. Retired employees are not eligible for coverage under the provisions of the SUB Plan.
2. Retired employees shall be paid the regular rate of pay for the job to which they are assigned subject to the provisions of Article XII of the 1995 Collective Bargaining Agreement.

**EXHIBIT “N” - Continued**

3. A retired employee shall accrue no credit towards acquiring seniority or additional service related benefits.
4. The Company may terminate a retired employee from eligibility as a retired employee, in which case the employee shall have access to the grievance procedure in cases of claimed discrimination on account of race, color, national origin, age, sex, religion, handicap or Vietnam era veteran's status.
5. A retired employee shall be entitled to Union representation, including access to the regular grievance procedure, in cases of alleged violation of rights arising out of this Memorandum of Understanding.
6. A retired employee will be subject to the provisions of Article V of the **Navistar-UAW** Main Labor Contract. Dues for retired employees will be as determined by the International Union - UAW.
7. A retired employee will not be assigned to an operation for the purpose of establishing a production standard on that operation; nor will such employee's performance be considered either in establishing a production standard or in a dispute over the production standard.
8. Retired employees shall have only such additional rights, privileges, compensation or benefits as are expressly provided by the following provisions of the **Navistar-UAW** Main Labor Contract.  
  
Article XIII, Section 4(a) - Time and One-Half Pay  
Article XIII, Section 4(c) - Night Shift Bonus  
Article XIII, Section 5 - Call-In Pay  
Article XIII, Section 6 - Report-In Pay
9. Retired employees will continue to receive Health-Security and pension benefits for which they are eligible under their respective plans.



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