



**AGREEMENT
 BETWEEN
 EMCON TECHNOLOGIES, LLC
 COLUMBUS, INDIANA**

AND

**INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO AND ITS
 LOCAL UNION NO. 1424**



**EFFECTIVE OCTOBER 15, 2007
 THROUGH MARCH 1, 2014**

GLADSTONE PLANT





PREAMBLE

THIS AGREEMENT made and entered into this 15th day of October, 2007, at Columbus, Indiana, by and between EMCON Technologies, LLC hereinafter referred to as the “Company”, and Local Union No. 1424, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., hereinafter referred to as the “Union”,

WITNESSETH THAT:

WHEREAS, the parties to this Agreement agree that the unit more particularly described in Section 1.2 of Article 1 below is the appropriate unit for the purpose of collective bargaining and Local Union No. 1424, International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor and Congress of Industrial Organizations, has negotiated with the Company, and



WHEREAS, the Union represents that it has complied or will comply, and will continue to comply with the National Labor Relations Act, as amended, by filing with the Secretary of Labor and with the National Labor Relations Board the reports and affidavits required by such act, and

WHEREAS, the Company and the Union have engaged in collective bargaining as a result of which agreement has been reached.

NOW, THEREFORE, in consideration of the mutual

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promises and covenants set forth below, the Company and the Union agree as follows:

**ARTICLE 1
RECOGNITION-DEFINITIONS**

Section 1.1. The Company recognizes the Union as the exclusive bargaining representative of all the employees of the Company in its Columbus, Indiana Gladstone Avenue plant within the unit defined in Section 1.2 of this Article, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term “plant” as used herein shall mean the present plant of the Company located in Columbus, Indiana on Gladstone Avenue.



Section 1.2. The “unit” represented by the Union shall consist of all production and maintenance employees of the Company’s Columbus, Indiana Gladstone Avenue plant, including group leaders, but excluding clerical, engineering and plant protection employees and all supervisors. It is agreed that the exclusion of “clerical employees” from the bargaining unit shall exclude office employees and those plant clerical employees who regularly perform clerical duties during fifty percent (50%) or more of their working hours.

Section 1.3. The term “employee” as used herein shall mean an employee of the Company in its Columbus, Indiana Gladstone Avenue plant within the unit represented by the





Union. A “regular” employee as used herein shall mean an employee who has seniority as provided in Article 20 of this Agreement; and a “probationary” employee, as used herein, shall mean an employee working within the unit represented by the Union but not having seniority as provided in Article 20 of this Agreement.

Any reference in this Agreement to the male gender shall also include the female gender.

ARTICLE 2 UNION SECURITY-CHECKOFF



Section 2.1. All employees who, upon the effective date of this Agreement, are members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, and those employees who may thereafter become members of the Union during the term of this Agreement, shall, as a condition of employment, maintain their membership in the Union by the tender of periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership therein. If any Union member is deprived by the Union of his membership for reasons other than the failure of the employee to tender the periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership therein, such employee shall not be subject to discharge by reason of any of the provisions of this Section.





The Company and the Union agree that on the tenth (10th) day of each month the Union shall notify the Company, in writing, of the name of each employee who, on such date, is delinquent in his dues as much as thirty (30) days. Such notice shall be signed by the President and Financial Secretary of the Union, and such notice shall certify that it contains the names of all employees who, at that time, are delinquent as much as thirty (30) days. Each employee whose name appears upon the thirty-day list shall have a thirty-day period of grace, beginning with the date such list is furnished the Company, within which to remove his delinquency. No employee shall be discharged for failure to maintain his membership pursuant to this Section unless the Union gives the notice required by this Section in regard to such employee and unless he has failed to remove such delinquency within his period of grace.



Section 2.2. The Company, for each employee within the unit represented by the Union who submits an individually signed authorization in a form complying with all applicable provisions of law, will deduct from the pay of such employee and transmit to the Union, the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or retaining membership therein. Along with each transmission of deductions pursuant to this Section the Company will furnish the Union two copies of a list of employees from whose paycheck deductions were made. The Company will also accompany such list with a list of employees having deduction authorizations on file who have been discharged during the preceding month and such employees who are on layoff or leave of absence as of the first of the month in which the list is





forwarded and whose layoff or leave of absence began during the preceding month.

Section 2.3. Make-Up Dues. When an employee becomes delinquent in dues because of absence from work due to sickness, injury or layoff during the deduction period, and the Union notifies the Company in writing of such fact, the Company will withhold from the first weekly paycheck and each weekly paycheck thereafter received by such employee after his return to work one (1) month's make-up dues and transmit same to the Union except during the regular dues deduction week. No make-up dues will be deducted during regular dues deduction week. This will continue until the employee is fully paid up on his dues arrearages.



**ARTICLE 3
NON-DISCRIMINATION**



Section 3.1. Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any employee because of his membership in the Union and neither the Union, nor any of its representatives, will coerce any employee or employees in respect to his or their right to work, or coerce any employee or employees into membership or in anywise threaten, intimidate or otherwise molest any of the employees; and it is agreed further that there shall be no solicitation of employees for Union membership or dues on Company time, and there shall be no transaction of any Union business of any kind by employees on Company time except as specifically provided in Article 21 of this Agreement.





Section 3.2. The parties will comply with all applicable laws, relating to discrimination on the basis of race, color, religion, national origin, sex, age, disability or veterans status and will not discriminate against any employee in violation of those laws. It is further agreed that the Union will not discriminate against any employee in regard to union membership on any basis referred to in the foregoing provisions of this Section.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 4.1. Management of the Company’s plant is vested exclusively in the Company and such management shall include, without being confined thereto, the following: The direction of the working forces, including the right to hire, discharge, discipline, promote, demote, train, transfer or lay off its employees; the number of hours of work; the right to determine the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of production, the processes of manufacturing or assembling; and the right to purchase materials, supplies, machinery, equipment and all other items used in the operation of the Company’s business and the determination of the sources from which the same will be purchased; the assignment of work; to subcontract work, transfer or relocate operations; and all other matters relating to the management and operation of the Company’s business. Nothing in this Section shall authorize the Company to violate any of the terms and conditions of this Agreement. Disputes or grievances as to matters of management rights set forth in this Section shall not be subject to the arbitration





procedure set forth in Article 21, except to the extent that matters of discharge, discipline, promotion, demotion, transfer, or layoff of employees are covered by other provisions of this Agreement.

Section 4.2. The Union recognizes the right of the Company to make and enforce reasonable rules and regulations and that violation thereof shall be just cause for discipline or discharge of employees. Claims of unjust or discriminatory discipline or discharge shall be subject to the Grievance Procedure provided in this Agreement.

Section 4.3. This contract shall not limit or impair the right of the Company to require physical and mental examinations of its employees at such times as it may be determined, or to require, as a condition in hiring new employees, the taking and passing of vocational or other aptitude tests and examinations; provided, however, that in all cases where the Company requires physical and mental examinations of its employees to be made by a physician designated by the Company, the costs of such examination shall be borne by the Company; and provided, further, that report of the examination by the physician designated by the Company shall be available to the employee's own physician upon his request.

This Agreement shall not limit or impair the right of the Company to establish, revise or implement production standards. The Company reserves the right to require drug testing of applicants for employment and for cause drug testing of employees. The Company reserves the right to require an employee to submit to drug testing, provided the Company has





probable cause to test and there is no random testing. “Probable cause” to test includes the right to require testing of an employee causing or incurring a workplace accident or injury which requires medical treatment outside the plant.

Section 4.4. Non-bargaining unit employees will not displace bargaining unit employees, provided, however, this Section shall not apply to non-bargaining unit employees in the following situations:

- (1) Training or instructing employees;
- (2) Working on experimental or new equipment or new processes of work;
- (3) Temporarily performing essential work where no qualified employee with the immediate capability of performing the work is available; or
- (4) Performance of unit work by supervisors in emergency situation or when production difficulties are encountered and no bargaining unit employee is displaced or replaced.



ARTICLE 5 HOURS AND OVERTIME

Section 5.1. The workweek for the purposes of computing weekly overtime shall commence at 12:01 a.m. on Monday and shall consist of seven (7) consecutive days. The Company shall have the right to change the workweek provided written





notice of such change is given to the Union. The workday for the purpose of computing daily overtime shall be the calendar day which is the twenty-four (24) hour period commencing at 12:01 a.m.

Section 5.2. All hours worked in excess of forty (40) in the workweek shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. Except for employees whose regular workweek requires them to work four (4) ten (10) hour shifts, all hours worked in excess of eight (8) hours in any one day shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. Such excepted employees shall receive one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of ten (10) hours in any one day rather than in excess of eight (8) hours in any one day.



Employees shall be paid at the rate of two (2) times their regular rate of pay for all hours worked on the holiday (in addition to holiday pay for which such employee may be eligible under Section 12.1). Holidays for the purpose of this Agreement shall be the following: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day, December 31, and four (4) floating holidays. The Company will endeavor to designate the floating holidays in conjunction with the Christmas-time holidays and/or the Martin Luther King Holiday but reserves the right to designate the floaters based on customer schedules. The floaters shall be designated on the same days for all employees in the bargaining unit. Whenever one of the holidays listed in this Section falls on Sunday the holiday shall





be observed on Monday.

Except for employees whose regular shifts require them to work on Sunday and whose schedule provides them some other day in the week as normal day off, all hours worked on Sunday shall be paid for at double the employee's regular rate of pay. When such excepted employees work seven (7) days within the Company's regularly established workweek, they shall receive premium pay at double their regular rate of pay for all hours worked on the seventh (7th) day within such regularly established workweek.



Except as provided in the next succeeding paragraph for employees whose regular shifts require them to work on Saturday and whose schedule provides them some other day in the week as a normal day off, all employees covered by this Agreement shall be paid for all hours worked on Saturday at the rate of one and one-half (1-1/2) times their regular rate of pay; provided, however, that where any such employee does not work all of the five (5) working days preceding Saturday (unless his failure to do so is due to layoff by the Company, his personal illness or injury evidenced by the certificate of a reputable physician or because of death in his immediate family) the Company shall not be obliged to provide such employee work on that day even though other employees are provided work on such day.



When such excepted employees work six (6) days within the Company's regularly established workweek, they shall receive premium pay at one and one-half (1-1/2) times their





regular rate of pay for all hours worked on the sixth day within such regularly established workweek.

Overtime payments shall not be duplicated or pyramided under any of the terms of this Agreement. For the purpose of computing premium pay for time worked on Saturday, Sunday or holidays (or 6th or 7th premium pay) pursuant to this Section, all hours worked by an employee shall be considered as having been worked on this day upon which the shift began.

Section 5.3. When overtime work becomes necessary, the employee performing the work during regular working hours shall be given preference for such work. In the event such employee is unavailable to work such overtime, then such work shall be divided as equally as practicable among the employees under the same immediate supervisor who have established seniority and are employed in the same or similar types of work as the overtime work to be performed. When it becomes necessary to go out of the department for overtime employees, the Company will offer the overtime to available employees in the other departments according to a distribution list in that department. Records will be kept of overtime opportunities in each department. If an employee is missed he will be offered subsequent overtime as a make-up. The Company will offer the make-up overtime within thirty (30) days after it is determined by the parties or the arbitrator that the employee was not offered overtime to which he was entitled. If the Company fails to provide make-up overtime within the thirty (30) day period the affected employee shall be reimbursed for the lost overtime by direct payment in his next paycheck. Any





employee who is unavailable for overtime work when offered will be considered as having had his turn until other employees qualified to do the available work have had equal opportunity. A Committee member who is absent from the plant to attend a meeting with the Company pursuant to Section 25.4 or Section 25.7 of Article 25 will not thereby lose eligibility for overtime on work which such Committee member is normally performing, if such member would otherwise have been entitled to such overtime under this Section. The Company will endeavor to notify employees of weekend overtime by noon on Thursday.

An employee will not be considered “the employee performing the work during regular hours” within the meaning of this Section unless the overtime occurs during his shift and he has been assigned to such work during his shift immediately preceding the overtime work and he has been the last employee assigned to the work on that shift.

Overtime records kept by an employee’s Foreman which involve that employee will be available to the employee for examination at reasonable times convenient to the employee and the Foreman. When requested by the employee, he may be accompanied by his Union Steward.

Section 5.4. The Company will provide rest periods of ten (10) minutes each during each eight (8) hours shift. When an employee is either scheduled to work overtime two (2) or more hours beyond the end of the regular shift or it is expected that his overtime work will extend two (2) hours or more beyond





the end of the regular shift, he shall be allowed an additional rest period of ten (10) minutes at the end of the regular shift.

**ARTICLE 6
WAGES**

Section 6.1. It is agreed that effective October 15, 2007 the basic hourly wage rates set forth in Exhibit 1 attached to and made a part of this Agreement shall be in effect.

**ARTICLE 7
PROFIT SHARING**

Section 7.1. The Company reserves the right to establish from time-to-time bargaining unit wide gainsharing or other similar plans and to modify or terminate such plans. Prior to implementation, the Company will meet with the Union Committee to review and explain the terms of the plan. A grievance may be filed concerning an employee's eligibility to be a participant in such a plan, but the grievance shall not be subject to arbitration. Except as provided in the preceding sentence, the grievance-arbitration procedure shall not be applicable to any matters respecting the plan.

**ARTICLE 8
EMPLOYEE BENEFITS**

Section 8.1. The current medical insurance, life insurance, accidental death and dismemberment insurance and sickness and accident insurance will continue in effect for employees





and their dependents at the same benefit levels and with the same conditions and limitations as were in effect immediately prior to the signing of this Agreement except as otherwise provided herein:

- a. The traditional/conventional medical plan will terminate January 1, 2008 and no longer be an option under this agreement.
- b. The life insurance and accidental death and dismemberment benefit shall be increased from \$28,000 to [see chart]:

| Effective Date | Life/ AD&D |
|-----------------|------------|
| January 1, 2008 | \$28,000 |
| January 1, 2009 | \$29,000 |
| January 1, 2010 | \$30,000 |
| January 1, 2011 | \$31,000 |
| January 1, 2012 | \$32,000 |
| January 1, 2013 | \$33,000 |

- c. The sickness and accident weekly benefit shall be increased from \$300 to [see chart]:

| Effective Date | Sickness & Accident |
|-----------------|---------------------|
| January 1, 2008 | \$300 |
| January 1, 2009 | \$310 |
| January 1, 2010 | \$320 |
| January 1, 2011 | \$330 |
| January 1, 2012 | \$340 |
| January 1, 2013 | \$350 |





- d. The orthodontic lifetime maximum shall be increased from \$1,500 to \$1,750 effective January 1, 2009.
- e. The annual dental maximum shall be increased from \$1,500 to \$1,750 effective January 1, 2009.
- f. Any medical insurance plan in place shall require evidence of insurability by anyone who is eligible for coverage, and who has not applied for coverage within the first 30 days from the date the individual becomes eligible to apply for coverage. Evidence of insurability will not be required when the individual loses coverage under another plan due to death of a spouse, gain or loss of a spouse's employment, loss of health care coverage attributable to a spouse's employment, unpaid leave of absence of spouse, change between full-time and part-time status for your spouse or divorce. Application for coverage must be made and received within 30 days of these events.
- g. Employees may elect effective January 1 of any year on a voluntary but irrevocable basis to participate in the "Choice Benefits Medical Salaried" program in lieu of the HMO or alternative plan. The Choice Benefits program is subject to change by the Company from time to time. During the open enrollment process in the fall of 2007, employees currently enrolled in the Choice Benefits Medical Plan can opt out of the Choice Benefits Medical Plan and enroll in conventional coverage.
- h. The Employee Savings Plan (commonly known as the



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“Hourly Savings Plan”) shall be made available subject to the terms of the plan. Participation in the Choice Benefits Medical Plan is not a requirement for participation in the Hourly Savings Plan.

- i. Insurance benefits will not be coordinated between spouses where both work for the Company and both are covered by a Company insurance program.
- j. Effective January 1, 2009 employees may elect to participate in the Vision Plan available under the Salaried Choice Benefit Program at the same cost afforded participating salaried employees.



If the Company is notified by an employee of a provider the employee wishes to have included in the network, the Company will attempt to get the provider enrolled in the network.



The insurance policies providing the insurance benefits referred to in this Section shall provide for coordination of benefits with other insurance coverage, policies and carriers and for maintenance of benefits with Medicare.

Through December 31, 2008 an employee will pay 15% of the premium for any HMO or other alternative plan as established by the insurance administrator. Beginning on January 1, 2009, the employee’s premium contribution will increase by 1%; the premium contribution will increase by an additional 1% on January 1, 2011 and January 1, 2013.





The premium rates will be adjusted effective January 1 of each year of the Agreement to reflect any changes in the conventional premium of the medical insurance program or any HMO or alternative plan.

Beginning January 1, 2010, there shall be an in-network medical deductible under the Gladstone Union PPO medical insurance plan in the amount of \$200 for individual coverage and \$400 for family coverage. On January 1, 2012, the in-network deductibles shall increase to \$400 for individual coverage and \$800 for family coverage; the out-of-network deductibles will increase to \$800 for individual coverage and \$1,600 for family coverage; and the out-of-pocket maximum will also increase to \$4,000 / \$8,000 (individual/family) in-network, and \$8,000 / \$16,000 out-of-network. Co-insurance will increase to a 20% employee contribution in-network, 40% out-of-network effective January 1, 2011.

Effective January 1, 2011, the retail prescription drug copays will increase to \$20 for generic, \$40 for brand, and \$80 for non-formulary; mail order prescription drugs will increase to \$30 for generic, \$60 for brand, and \$120 for non-formulary.

New employees shall become eligible for the insurance benefits provided for in this Section upon the first day of the month following the day upon which such employee attains seniority. Employees having seniority who are laid off prior to becoming eligible for insurance shall become eligible upon the first of the month following the date upon which the employee returns to work after his recall from layoff.





Employees who are laid off after they have become eligible for the insurance benefits provided in this Section shall continue to be covered by such insurance until the end of the third month following the month in which such layoff begins or until the termination of such employee's employment status, whichever is sooner. When such a laid-off employee is recalled from layoff after termination of his insurance, he shall become re-eligible for insurance upon the first day worked following recall from layoff.

Employees who are eligible for insurance benefits and who are on sick or accident leave pursuant to Section 15.2 of Article 15 shall continue such insurance eligibility until the end of the twelfth month following the month in which such absence because of sickness or accident began.



In order to provide consistent quality and economy, the Company reserves the right, from time to time, and its sole discretion:

1. to provide the insurance benefits by a self-insured program administered by the Company; a Company-financed program administered by a third party; or by the purchase of insurance policies and to change the method of providing coverage, the funding medium or carrier and/or the administrative procedures, provided that such changes do not reduce the current group medical benefits;
2. to make such changes in the insurance program as may be necessary to make it consistent with applicable law and/





or governmental rules and regulations.

Except as provided above in this Section, the eligibility requirements and other conditions and limitations of the insurance carried by the Company immediately prior to the execution of this Agreement shall continue without change during the life of this Agreement.

In the event an alternative medical plan is established for which employees covered by this Agreement are eligible, the Company, may, at its sole discretion, offer such plan to employees covered by this Agreement on terms and conditions to be established by the Company. Prior to the extension of such an offer, the Company will make a presentation of the medical plan to the Committee.



Section 8.2. Pension. The benefits under the EMCON Technologies Pension Plan will be frozen for Gladstone Union employees on February 28, 2008. The pension benefit formula for normal and for disability retirement will be amended to change the amount of monthly benefit for a year of Credited Service from \$24.50 to \$25.00 for employees who retire on or after January 1, 2008.

Section 8.3. Defined Contribution Plan. Effective March 1, 2008, the Company will create an additional contribution source for the existing Hourly Savings Plan, and on March 1 of each year shall make a retirement contribution on behalf of each eligible employee in accordance with the following schedule:





| | |
|---------------|---------|
| March 1, 2009 | \$ 1100 |
| March 1, 2010 | \$ 1100 |
| March 1, 2011 | \$ 1150 |
| March 1, 2012 | \$ 1200 |
| March 1, 2013 | \$ 1200 |

In order to be eligible for a contribution on each March 1st an employee must (a) actually have worked at least 1,000 hours in the prior calendar year; and (b) be on the active seniority roster. This contribution is subject to a vesting schedule of 5 years of vesting service.

ARTICLE 9 REPORTING PAY



Section 9.1. Whenever an employee who has worked the preceding regular workday reports for work at the regular starting time on the next scheduled workday and has not been previously notified by the Company not to so report, such employee, if there is no work available at his regular job, shall, at the option of the Company, be transferred to another job for not less than four (4) hours or be paid a minimum of four (4) hours' pay at his basic hourly rate of pay and be laid off that day. This provision shall not apply when the lack of work is due to a labor dispute, power failure, fire, flood, or other cause beyond the control of the Company.





**ARTICLE 10
CALL-BACK PAY**

Section 10.1. Whenever an employee is called in specially by the Company outside of his regular shift hours to cover an emergency, he shall be paid for work performed at the applicable rate of pay, but he shall receive not less than four (4) hours' pay at such rate.

**ARTICLE 11
SHIFT PREMIUM**

Section 11.1. Work performed at night by employees shall be paid for by the Company at the regular rates of pay for the work performed, plus a premium of thirty cents (\$.30) per hour for work performed on the second shift, and a premium of thirty cents (\$.30) per hour for work performed on the third shift, provided, however, first shift employees who work overtime into the second shift shall not be entitled to second shift premium, and second shift employees who work overtime into the third shift shall not be entitled to third shift premium. Whenever the Company transfers an employee from one shift to another, the employee shall be entitled to receive twenty-four (24) hours' notice in advance of the time he is to report for work on his new shift.





**ARTICLE 12
HOLIDAYS**

Section 12.1. Employees shall be paid holiday pay for each of the fourteen (14) holidays listed in Section 5.2 above, provided they meet all of the following eligibility provisions:

- (1) The employee has established seniority within the meaning of the provisions of Article 20 of this Agreement with the Company on the date of the holiday, and
- (2) The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday.



Holiday pay for each of such holidays shall consist of eight (8) hours at the employee's basic hourly wage rate including shift premium but exclusive of overtime premiums.



When any of such holidays fall within an eligible employee's approved vacation period, such employee shall be paid holiday pay in addition to his vacation pay. When an eligible employee is on layoff by the Company for lack of work at the time a holiday falls and such layoff began during the workweek prior to or during the workweek in which the holiday fell, such employee shall receive pay for such holiday. When an eligible employee has been laid off by the Company for lack of work and such layoff began prior to the workweek in which the holiday fell, such employee shall receive holiday pay if he is recalled by the Company and reports for work in accordance





with such recall on any workday following the holiday but within the workweek in which the holiday fell. When any holiday falls within the period an otherwise eligible employee is absent from work because of a temporary compensable injury arising out of and in the course of his employment with the Company, such employee shall receive holiday pay. Employees entitled to holiday pay under the provisions of this Section shall receive such holiday pay whether or not they work on the holiday and such holiday pay shall be paid in addition to any wages actually earned on a holiday. An employee who is requested to work on a holiday, and who, having accepted such assignment, fails to report for work on such day shall not be entitled to receive holiday pay for such holiday unless such failure to report for work is due to one of the reasons listed in the paragraph immediately following this one.



In the event an otherwise eligible employee is absent either the last scheduled workday before the holiday or the next scheduled workday after the holiday because of his personal illness or injury (and such illness did not begin or such injury did not occur more than five (5) workdays prior to the holiday) evidenced, if requested, by the certificate of a reputable physician, because of jury duty, because of death in his immediate family, or because of serious illness in the employee's immediate family, or because of serving as an active pallbearer, such employee shall receive pay for such holiday. "Immediate family" as used in this Section shall include only the employee's mother, father, wife, husband, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law, step-parent,





step-parent of current spouse, step-child, half-sister, half-brother and grandparents of current spouse, great-grandparents, great-grandchildren and aunts and uncles. The Company may require reasonable evidence in cases involving absences because of jury duty death or serious illness in the immediate family.

In the event an otherwise eligible employee fails to meet the requirement of working the last scheduled workday prior to and the next scheduled workday after the holiday because of being called for emergency National Guard duty or because of being called to annual two (2) week required training of either the National Guard or an active military reserve unit, such employee shall receive pay for such holiday. In the event an otherwise eligible employee is absent because he is on leave of absence as a Union delegate to a state or national convention of the Union, and such absence did not begin more than ten (10) working days prior to the holiday, such employee shall receive pay for such holiday.

In cases involving three or more consecutive paid holidays with no intervening workdays, an employee who does not qualify for such holidays because he failed to work the last scheduled workday prior to or the next scheduled workday after the holidays and who does not meet any of the exceptions provided for in this Section, may nevertheless receive pay for all such holidays except two (2) if he meets the following conditions:

- (1) He works one or the other of such qualifying days; and
- (2) With respect to the qualifying day he missed, he provides





an excuse and explanation acceptable to the Company.

**ARTICLE 13
VACATIONS**

Section 13.1 Each regular employee of the Company within the unit represented by the Union who has seniority of not less than one (1) year (after his last hiring date) on January 1, and who is otherwise eligible for vacation pay, shall, during each calendar year, be entitled to a vacation as follows:

| Seniority on January 1 | Amount of Vacation |
|---------------------------------|---------------------------|
| 1 year but less than 3 years | 1 week |
| 3 years but less than 10 years | 2 weeks |
| 10 years but less than 18 years | 3 weeks |
| 18 years or more | 4 weeks |



In case an employee has qualified for vacation of either one (1), two (2) or three (3) weeks as of January 1, and thereafter during the vacation period completes either three (3), ten (10) or eighteen (18) years of seniority (after his last hiring date) he shall then become entitled to a second, third or fourth weeks' vacation, as the case may be.

Section 1. Apportionment of Vacation Allowances. To be eligible for full vacation pay in a particular year, an employee must have received pay for work done in at least 39 different workweeks during the 52 week period commencing January 1 of that year, and this shall include vacation pay for that year,





which shall be counted as time worked for the purpose of this section. Employees who have received pay for work done in at least 20 but less than 39 workweeks during such 52 week period shall be eligible for the amount of vacation time to which their length of employment entitles them, but shall receive a proportionate amount of vacation pay according to the following table:

| Number of Paychecks Received In the 52 Week Period Commencing January 1 | Percent of Vacation Pay |
|--|------------------------------------|
| 39 or more paychecks | 100% |
| 37 and 38 paychecks | 95% |
| 35 and 36 paychecks | 90% |
| 33 and 34 paychecks | 85% |
| 31 and 32 paychecks | 80% |
| 29 and 30 paychecks | 75% |
| 27 and 28 paychecks | 70% |
| 26 paychecks | 65% |
| 25 paychecks | 60% |
| 24 paychecks | 55% |
| 23 paychecks | 50% |
| 22 paychecks | 45% |
| 21 paychecks | 40% |
| 20 Paychecks | 35% |
| Less than 20 paychecks | None |



Each regular employee of the Company within the unit represented by the Union who has seniority of less than one (1) year (after his last hiring date) on January 1 of a particular year





shall be entitled to the percent of a full week's vacation pay, if any, to which the number of paychecks received by him since his last hiring date entitles him in accordance with the percentage table set forth above. Such an employee who qualifies for some vacation pay shall be entitled to one (1) week's vacation time off subject to the other provisions of this Article. Any employee who during the fifty-two (52) week period commencing January 1 of a particular year has received one or more paychecks for work performed for the Company but as to some weeks fails to receive paychecks by reason of being unable to work during such week or weeks on account of disability resulting from injury received while working within the scope of his employment for the Company such week or weeks shall be taken into consideration together with the weeks during such fifty-two (52) week period for which such employee received paychecks in determining the number of paychecks with which such employee is to be credited in determining the amount of vacation pay for which he is eligible.



Section 13.2. In computing the amount of an employee's vacation pay the employee's basic hourly wage rate (including shift premium) in the payroll week at the time of the vacation payroll submission, shall be ascertained and shall then be multiplied by forty (40), eighty (80), one hundred twenty (120) or one hundred sixty (160), depending on the number of weeks of vacation with pay to which the employee is entitled under the provisions of this Article. Employees who arrange for vacation time off beginning less than two weeks after making such arrangement cannot expect to receive vacation paychecks prior to taking vacation.





Section 13.3. An employee who has met all other eligibility requirements in respect to vacations but who leaves the employ of the Company by reason of being drafted into military service prior to taking his vacation during the current year, shall receive an amount equal to the amount of vacation pay to which the employee would have been entitled as if the employee had received 39 paychecks that year, regardless of the number of paychecks the employee actually received.

Section 13.4. Any employee of the Company who left the employ of the Company by reason of being drafted or volunteering into the Armed Forces of the United States, and who receives a discharge other than dishonorable, from such military service and who applies for re-employment within ninety (90) days after receiving such discharge, and who is reemployed by the Company, shall be entitled to one (1), two (2), three (3) or four (4) weeks' vacation with pay of forty (40), eighty (80), one hundred twenty (120) or one hundred sixty (160) hours respectively, as the case may be, for the first vacation period following such return to the Company's employee, even though he does not meet, for such vacation period, the thirty-nine (39) paycheck requirement set out in Section 13.1 above, provided, however, that such employee must work at least one (1) week after reentering the employ of the Company before taking such vacation, must take his vacation during the vacation period described in Section 13.5 of this Article, and must, subsequent to his reentering the employ of the Company, work at all times when work is available unless his failure to do so is due to excusable absence. In the case of all employees, vacation pay shall be computed on the employee's wage rate in effect





immediately prior to his vacation.

Section 13.5. The vacation period shall be from January 1 to December 31, inclusive.

Vacations shall not be cumulative from year to year, but must be taken during the year when they are provided by this Article; provided, however, that during an emergency, or when in the judgment of the Company, it appears advisable in order to insure production to meet the needs of the Company's customers, the Company, may require an employee entitled to a vacation under the terms of this Article to forego all or part of such vacation, but in that case the Company will pay vacation pay, upon the basis set forth in Section 13.1 of this Article, in addition to any wages actually earned by the employee for such part of the vacation as is not actually taken.



Employees shall have the right to indicate at what time during the vacation period described above they desire to take their vacations but the final right to allotment of the time of each employee's vacation is exclusively reserved by the Company in order to insure the orderly operation of the plants and the Company may, if it considers it advisable, give all or most of the employees in the plants or any particular department thereof their vacations at one time.

Employees who wish to forego all or any part of their vacation must so advise the Company by September 1st. Approval of such request shall be at the Company's discretion based on the business needs of the Company. If approved, vacation pay will





be received at the end of the year.

Section 13.6. Even though meeting all other requirements of eligibility an employee who is away from the plant on personal leave of absence at his own request must actually have been at work for at least one (1) day following such leave of absence before being entitled to vacation. Employees whose employment is terminated, whether by death, quit or discharge, on or after January 1 of a calendar year shall be entitled to an amount of vacation pay, to the extent not already received, equal to the amount of vacation pay the employee would have been entitled on the date of the death, quit or discharge as if the employee had received 39 paychecks that year, regardless of the number of paychecks the employee actually received.



In the event of death, the payment will be made to the beneficiary as designated on the life insurance coverage.



Section 13.7. Each week's vacation taken pursuant to the provisions of Section 13.1 of this Article must be a calendar week and shall be taken in a single period. Whenever one of the holidays listed in Section 5.2 of Article 5 occurs, during an employee's vacation, such holiday shall not be counted as part of such vacation.

Section 13.8. Employees entitled to two (2) or more weeks of vacation may take one (1) week, and those entitled to three (3) or more weeks may take two (2) weeks of vacation a day or more at a time on a planned absence basis with Company approval at least 48 hours in advance. When all factors are equal,





the granting of such request will be by seniority. The right to approve a scheduled vacation day is exclusively reserved by the Company in order to insure the orderly operation of the plant. Request for full week(s) of vacation will be given preference to partial week requests. For employees whose regularly scheduled work week is four (4) days per week, ten (10) hours per day, a day of vacation pay shall be ten (10) hours at the employee's basic hourly wage rate (including shift premium). The Company in its sole discretion may waive the 48-hour advance approval requirement based on the facts and circumstances and any such waiver shall not be precedent in any other case. An employee with two (2) weeks of vacation may not take a vacation day at a time until the Company has determined whether the employee will be subject to a vacation shutdown.



**ARTICLE 14
PAID LEAVES**



Section 14.1. Jury Duty. The following jury duty pay program shall be placed in effect:

Any employee within the unit represented by the Union who is impaneled and serves as a juror on any jury of the State of Indiana, or any Federal jury, shall, for time lost from his regular shift, be paid the difference between the per diem pay for jury service and his wages at his basic hourly wage rate. Mileage allowance and subsistence paid in connection with jury service shall not be considered as jury pay for the purpose of this allowance. Employees who serve on a jury in the forenoon and





are not released until after 12 o'clock noon of such day shall not be required to report for work, whether day shift or night shift employees, and will be paid for eight (8) hours less the per diem jury pay from the court. Employees who are required to report for jury duty and are released not later than 12 o'clock noon will be expected to report for work that day whether day or night shift employees and will be paid only for time lost from their regular shift because of jury duty and necessary travel time, less the per diem jury pay from the court.

Section 14.2. Funeral Leave. Employees with seniority who are actively at work shall, upon request, be granted three (3) days' pay for bereavement leave for funeral attendance and other purposes in case of the death of such employee's spouse, child or parent. Such employees shall, upon request, be granted up to three (3) days' pay for time necessarily lost from work for the purpose of attending the funeral service of a member of such employee's immediate family, "Immediate family" as used in this Section shall include only the employee's brother, sister, grandparent, grandparent of current spouse, great grandparent, great grandparent of current spouse, step-grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-parent of current spouse, step-child, half-sister, and half-brother. A day's pay under this Section shall consist of eight (8) hours at the employee's basic hourly wage rate including shift premium but excluding overtime premiums. Employees who have requested time off under this Section shall, upon return from such leave, submit proof of the above relationship to the deceased and of attendance at the funeral.





**ARTICLE 15
UNPAID LEAVES**

Section 15.1. Should an employee be disabled from a compensable injury arising out of or in the course of his employment with the Company, he shall automatically be considered to be on leave of absence and his seniority shall be cumulative until such time as he is able to perform the work previously performed by him. Thereafter, seniority shall accrue as though there had been no interruption; provided that if such employee is incapable of performing the work previously performed by him, the Company will endeavor to find work suitable to his condition, but, in such event, his seniority shall not govern.



Section 15.2. Employees who are necessarily absent from work due solely to disability resulting from sickness or injury, including pregnancy and pregnancy related disabilities, evidenced by the certificate of a reputable Doctor of Medicine, and who give the Company proper notice of such disability shall be considered as on leave of absence (without pay except to the extent the employee is eligible for Health and Accident insurance weekly benefit pursuant to Section 8.1 of Article 8) for the period of such disability within the limitations set forth below and in the event such absence does not exceed one (1) year, said employee shall retain and continue to accumulate seniority during such year. In the event that such absence continues for more than one (1) year, but does not exceed two (2) years, such employee shall retain and continue to accumulate seniority until such absence equals the length of his seniority





credit at the time such absence began. In the event such absence continues for more than two (2) years such employee shall thereafter not accumulate seniority but shall continue to retain seniority until such continuous absence is equal to the length of his seniority credit at the time such absence began or four (4) years, whichever is shorter.

Section 15.3. The Company may grant a leave of absence without pay to any employee for reasons considered sufficient by the Company, upon application in writing, for a period not to exceed ninety (90) days, and the employee receiving such leave of absence and returning on or prior to the last day thereof, shall not lose his seniority ranking by reasons of such leave of absence, unless he has accepted employment from some other employer (other than Union duty), or has engaged in a business on his own account while on such leave of absence, in which event seniority shall be lost. The Company may, at its discretion, extend such leave of absence beyond ninety (90) days.

Section 15.4. Any member of the Union who, while a regular employee of the Company, is elected or appointed to a full-time office in the Union requiring an extended leave of absence from his duties with the Company, shall, upon written application signed by him and approved by the Union, be given a special leave of absence without pay, for the duration of the term of office, (not to exceed three (3) years), or until resignation from such term, without loss of seniority and shall be reinstated in the same work as that at which he was engaged at the time such special leave of absence was granted, or at work generally similar thereto; subject to the employees fitness and ability to





perform the available work; provided, however, that not more than one such employee shall be absent from the Company on such leave at the same time; and provided, further, that an employee receiving a special leave of absence under this Section shall not be entitled to further special leave until and unless he has returned to work and has continued to work in the bargaining unit for at least one (1) year after such special leave of absence unless re-elected to a successive term of full-time office. Any seniority employee who is elected or appointed by the Union as a delegate to the Indiana State Convention of the Union or the International Convention of the Union or an AFL-CIO I.U.D. Conference shall upon written request by the Union in advance receive leave of absence as provided in this Section for time necessarily required to attend such convention; provided, however, that only those employees who qualify as Union delegates under the Bylaws of the Union may be absent from the plant at any time pursuant to this Section. Not more than three (3) employees shall be absent from the plant at any one time for attendance at such conventions or conferences, except four employees may be absent to attend the International Convention of the Union, and no one employee shall be absent for purposes of such leave for a total of more than fifteen (15) working days in any one calendar year. The number of occasions for which any leave of absence will be granted pursuant to this Section shall be limited as follows:





| | |
|---|--------------------|
| Indiana State Convention of the Union | 1 per year |
| International Convention of the Union | 1 every five years |
| IBEW International Membership Development Conference | 1 per year |
| IBEW 6th District Conference | 1 per year |
| IBEW Progress Meeting | 1 per year |

No employee shall be entitled to a leave of absence for more than two (2) working days for attendance at any one of the functions listed in this Section except that for the International Convention of the Union the maximum number of days of leave shall be five (5) working days; for the IBEW Progress Meeting the maximum number of days of leave shall be three (3) working days; for the IBEW International Development Conference the maximum number of days of leave shall be four (4) working days; and for the IBEW 6th District Conference the maximum number of days of leave shall be four (4) working days.

Section 15.5. In the event a member of the Committee or a Shop Steward goes on leave of absence, the Union will advise the Company, in writing, of the name of the employee who is designated to act for such absent official during his absence. The Company will recognize the acting official so designated but will not be obliged to recognize an employee on leave of absence as such official.

Section 15.6. Any seniority employee who is elected to a full-time public office or who is elected as a member of the





Indiana State Legislature or the United States Congress or who is appointed to a full-time position with the Indiana State Department of Labor or the Federal Mediation and Conciliation Service, may, upon written request by the Union in advance receive leave of absence without pay for the time he occupies such office. An employee on such leave of absence shall retain and accumulate seniority while on such leave.

**ARTICLE 16
MILITARY LEAVES**

Section 16.1. Any employee who is drafted or volunteers into the Armed Forces of the United States shall be granted the leave of absence and reinstatement rights to which he is entitled by law then in force.



**ARTICLE 17
HEALTH AND SAFETY**

Section 17.1. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with past practice and employees shall be required to wear and use such devices and equipment as specified by the Company.

Section 17.2. The Company shall continue to make reasonable provisions for the safety and health of its employees





during the hours of their employment.

The Company agrees to furnish gloves and protective clothing for such kinds of work as the Company and the Committee shall determine require the use of gloves or protective clothing. The Company agrees to furnish safety glasses at no cost to the employees in those instances in which the Company requires the employee to wear safety glasses. Gloves, protective clothing, and safety glasses shall not be supplied more often than necessary, and in no event shall such be issued except upon surrender of those previously issued. In case an employee's own glasses (not Company property) are damaged while at work for the Company and such damage is sufficient to require replacing the lenses, the Company will pay the cost of replacing such lenses; provided, however, that in the case of an employee whose work requires that he wear protective equipment over his eyes or glasses, the Company will not be required to pay any of the cost of replacing lenses unless such employee has worn the required protective equipment at all times while on such required work.



Section 17.3. An employee injured on the job, to the extent that he is unable to return to work, shall be paid for the balance of the shift. Any employee requiring treatment for an on-the-job injury during working hours shall be paid for lost time when he leaves work for such treatment.





**ARTICLE 18
PROBATIONARY PERIOD**

Section 18.1. A new employee shall be a probationary employee until such employee has worked thirteen (13) consecutive weeks following his latest hiring date, provided that an employee whose consecutive weeks of employment are interrupted only by injury sustained in the course of his employment, or by layoff by the Company for lack of work or by sickness evidenced by a certificate of a reputable Doctor of Medicine, may accumulate his thirteen (13) weeks over a period of one (1) year from his latest hiring date. After such thirteen (13) weeks of work an employee shall become a “regular” employee, his name shall be placed upon the seniority list provided for in Section 20.3 of Article 20 of this Agreement, and his seniority shall date from his latest hiring date. A probationary employee shall be regarded as a temporary employee and shall not have any seniority and his retention as an employee shall be entirely within the discretion of the Company.



**ARTICLE 19
TEMPORARY TRANSFERS**

Section 19.1. When an employee is transferred temporarily from his regular job to a job having a higher basic hourly rate for a period in excess of one-half (1/2) hour, he shall receive while on such higher rated job the standard rate of pay for that job. When an employee is transferred temporarily to a job having a lower basic hourly rate his rate of pay shall not be

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reduced. When an employee is transferred in lieu of layoff to a job other than his own, he shall receive the standard rate of the job to which he is transferred.

ARTICLE 20 SENIORITY

Section 20.1. The term “seniority” as used in this Agreement shall mean the length of continuous service with the Company at Columbus, Indiana, of each employee since his latest hiring date. If a supervisory or clerical employee who was in a non-supervisory production or maintenance job prior to becoming a supervisory or clerical employee is later demoted or changed back to a position within the bargaining unit, his seniority shall be established at the same ranking he had or would have had at the time of his promotion or change to a supervisory or clerical position, it being agreed that only such employee shall accumulate seniority during the time he occupies a supervisory or clerical position.

If an employee with accumulated seniority pursuant to this Section is returned to the bargaining unit by the Company after April 1, 1989, the employee shall be considered to have elected to become a member of the Union under the Maintenance of Membership provision (Section 2.1) if such employee was a member of the Union and obligated to maintain membership by the tender of dues and initiation fees under the Maintenance of Membership provision in place at the time he was last promoted or transferred out of the unit.





Section 20.2. Seniority shall be lost for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged;
- (c) If the employee is absent without leave for three (3) days without notifying the Company;
- (d) If the employee is absent without leave for three (3) days without a reasonable excuse;
- (e) If the employee fails to report for work within five (5) days after being notified to report, unless within such five (5) days the employee reports to the Company a satisfactory reason for not reporting to work within such five (5) days or unless an employee with a satisfactory reason for not reporting to work has a satisfactory reason for not contacting the Company within such five (5) days;
- (f) If continuous layoff extends beyond the limitation set forth in Section 20.11 of this Article.



Section 20.3. Within thirty (30) days after the signing of this Agreement, the Company shall post a complete seniority list of all employees with their addresses as furnished by the employees, who are entitled to seniority ranking under the terms of this Agreement. Corrections or additions to the seniority list shall be made every ninety (90) days. Employees or their representatives shall have thirty (30) days after any corrections

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or additions are made to file exceptions thereto. If no exceptions to the original list to be posted in accordance with the provisions of this Section are filed within thirty (30) days after it has been posted, it will be considered a correct list; and, likewise whenever corrections or additions are made and no exceptions are filed within thirty (30) days after they have been made, they shall be considered as correct. Any errors brought to the attention of the Company after the thirty (30) days referred to above shall not be noted on the seniority list until the next posting. However, when the Company and the Union agree that such correction should be made it will be placed in effect promptly and thereafter be adhered to but will not be applied retroactively for monetary purposes.



The Company will give the Union a bi-weekly notice showing for the preceding weeks the new hires, recall of employees from layoff, quits, discharges, leaves of absences, and layoffs during such week. The list of layoffs and recalls will give each employee's seniority date.



In the event that the last date upon which two (2) or more employees entered the service of the Company is the same day, the names of said employees shall appear on the seniority list alphabetically on the basis of their last name and then the first name and then the middle name on Company records on the effective date of this Agreement. Names, as far as seniority establishment is concerned, are determined by the employee's latest hiring date.

Section 20.4. In layoffs and recalls seniority shall govern





subject to the employee's physical fitness and ability to perform the work available. Probationary employees shall be laid off before employees with seniority are laid off unless there are no employees with seniority who have the ability to perform the work available. In recalls employees with seniority shall be recalled to work if available before probationary employees are recalled unless there are no employees with seniority on layoff who have the ability to perform the work available. In the event of layoffs, other than temporary layoffs as defined in Section 20.5 of this Article, the Company shall endeavor to give each employee to be laid off a minimum of twenty-four (24) hours' notice prior to his layoff where it is practicable to do so.

When there is a curtailment of operations the following procedure shall govern:



- (1) All probationary employees shall be laid off before work is reduced below forty (40) hours per week, excluding probationary employees in the classification of journeymen, toolmakers, layout inspectors and skilled tradesmen.
- (2) Whenever work is reduced further, the Company may determine to what extent it lays off seniority employees and to what extent it reduces the workweek; provided, however, that the Company may not reduce the regularly scheduled workweek to less than thirty-two (32) hours and such reduction in workweek shall not continue for a period of more than four (4) weeks unless the parties agree





to extend such period. After such period, the regularly scheduled plant workweek of forty (40) hours will be restored.

- (3) Notwithstanding the provisions of sub-item (2) above, because of the nature of work performed by tool room and maintenance employees, the Company may schedule workweeks for such employees having a different number of hours from the workweek then scheduled for other employees within the plant.

When there is an increase in force after a layoff the following procedure shall govern:

- (a) Employees having seniority shall be recalled in the reverse order in which they were laid off.

Section 20.5. When it becomes necessary to have temporary layoffs for a period not exceeding five (5) working days, the provisions of this Agreement respecting seniority shall not apply except in the case of members of the Committee, not exceeding four (4) in number, the Business Manager and the Business Representative of the Union (provided such officer is an employee). In the event a layoff exceeds five (5) working days, seniority shall govern with respect to the regular employees, provided the employee has the ability to perform the work available. If, however, the layoff of any regular employee shall exceed five (5) working days, such employee shall be entitled to assert his seniority rights if there are any employees with less seniority than he at work at a job which he is presently





qualified to perform. In case a temporary layoff pursuant to this Section involves a production line group of similar recognized group of employees located together performing the same work within a department, and the Company retains some employees in the group affected, such employees will be retained according to seniority where the employee has the ability to perform the work available.

Section 20.6. In layoffs and recalls the Company may designate certain employees whose services are deemed necessary for starting or maintaining a proper flow of production or for preparing tools, plant or equipment or for similar reasons and such employees may be retained or recalled without regard to seniority.



Section 20.7. Notwithstanding their position on the seniority list, the members of the Committee and the Business Manager and the Business Representative of the Union (provided such officer is an employee) shall, in the event of layoffs and rehiring, each be considered at the top of the seniority list providing such member is capable of performing the work of any of the jobs available. The provisions of this Section shall not require the Company to create work in order to give a Committeeman or officer a job.



Section 20.8. Should any job or department be abolished, employees affected thereby shall have the same seniority rights in regard to other jobs as they would be in the event of a layoff.





Section 20.9

- (a) In all classifications of work within the unit represented by the Union, employees shall be given work opportunities on higher hourly rated new jobs or vacancies in higher hourly rated existing jobs in the plant according to their seniority; provided the employee is capable of doing the job. Where there is any question as to the ability of an employee who asserts that he has the necessary qualifications to do the available work, he shall be required to perform the normal standard rate of production within five (5) days in order to qualify for such work. Whenever an employee seeks to assert his right to qualify for a job under the provisions of this Section and a dispute arises concerning his qualifications and ability, it will finally be determined by the Management and Union Grievance Committee. However, it must go through the regular grievance procedure.
- (b) When a permanent vacancy exists in an uprated job, or when a new uprated job is created, the Company shall post a notice for 48 hours (excluding Saturdays, Sundays, and contractual holidays) on the Company bulletin boards indicating the nature of the job and shift. Employees may, during the period of posting, file a written application on a form provided by the Company with the plant Human Resources Department which shall sign it and give a copy to the bidding employee. The successful bidder shall be placed on the bid job within ten (10) working days after the bid award. Pending final award of a job, the Company





may fill it on an interim basis, providing that the interim experience gained will not influence the bid job selection. The Company shall not accept job bids filed after expiration of the posting period.

- (c) Employees may file a written application on a form provided by the Company indicating uprated job(s) which they would like to bid for should such job(s) be posted for bid during their vacation absence. The application shall not be valid beyond the scheduled vacation absence.
- (d) Bidders may revoke their bid only during the posting period on a form provided by Human Resources. Whenever a job is granted to a bidder pursuant to this Section, the Company shall advise all other bidders for such vacancy of the name and seniority date of the successful bidder. If a bidder is offered the job he cannot decline to accept it.
- (e) In case there is a reduction (other than a temporary transfer) in the number of employees within a job, the employees within the department who have acquired such job by this Section shall be removed from the job in the reverse order of their seniority, provided that at such time the Company may remove any employee who has been in the job in the department less than six (6) weeks, regardless of the plant-wide seniority date of such employee. Whenever a vacancy occurs as a result of an employee leaving a job which is not being suspended, then the filling of such vacancy is to be governed by this item

(e), notwithstanding any claim under item (f) below of an





employee who has been out of a suspended job less than ninety (90) days.

- (f) In the event the last occupant of a regularly operating full-time job which has been suspended has insufficient seniority to be at work at the time the job is first resumed or if the job is first resumed more than ninety (90) days after it was suspended, it shall be filled as a vacancy within this Section.
- (g) The Company will utilize this promotion procedure in all situations before hiring new applicants, unless there are not qualified bidders.
- (h) In the event that more than one (1) employee signifies an interest in a new job or permanent vacancy, seniority and the ability to perform the work adequately shall govern. In the event that, as between two or more employees, the factor of ability is relatively equal, seniority shall prevail. As soon as the selection has been made, the name of the employee given the job, his seniority date, the job filled and the shift shall be posted on the bulletin boards.
- (i) Only the original posted vacancy and two subsequent vacancies in uprated jobs created by selection of successful bidders are subject to this procedure. Further vacancies which may arise may be filled at the Company's discretion.
- (j) When the Company fills a permanent vacancy which has occurred in a job having a higher wage rate than the Class





V rate, an employee who has been occupying the vacant job on a temporary transfer assignment shall not be required against his choice to take the permanent assignment unless he is the lowest seniority employee in the Department with the skill and the ability to do the job. A permanent assignment shall not be made against the employee's choice until after the Company has posted the vacancy for forty-eight (48) hours (excluding Saturdays, Sundays, and contractual holidays).

- (k) An employee wishing to be released from his uprated job and return to Class V shall file a written request with the Company Human Resources Department. The Company will endeavor to reasonably accommodate such request giving due regard to the operation of the plant.



- (l) In case there are both shift preference applicants and job bidders pursuant to this Section, preference will be given to whichever of the successful applicants has the greater seniority.



As to the ability to do the available work, the Company may use recognized vocational or other aptitude tests and examinations in the selection of employees for work opportunities as herein provided. Such tests, if used, will be developed by an independent testing agency and the failure or passing of the test will be determined by an independent agency. The Union President will be provided with the names of employees who pass the test.





When a seniority employee is on leave of absence for a continuous period of not more than ninety (90) days, such employee shall, upon return, be assigned to the same or similar job, if available, and the Company will not treat such employee's job as a vacancy to be filled pursuant to this Section sooner than the end of such ninety (90) day period. If there are eligible applicants for the same job vacancy under the shift preference provisions of Section 20.10 and under the promotion application provisions of Section 20.9, seniority shall determine which shall be given the job vacancy.

In the event a new job is established (other than in Class V) having duties and responsibilities sufficiently different from those of existing jobs that it does not reasonably fall within any existing classification, employees will be advised by bulletin board notice at least three (3) days before the job is filled of the title and nature of the duties of the new job.

Section 20.10. Preference of shifts shall be governed by seniority and may be exercised as hereinafter provided in the case of new jobs or vacancies in existing jobs provided the employee has the ability to perform the work available. Employees shall be entitled to exercise shift preference in the case of new jobs or vacancies occurring in the same type of work within their respective classification on another shift. Shift preference application shall be filed in the Personnel Office. The Union recognizes the necessity of and agrees to the training of probationary employees on the day shift. When a regular employee having seniority and working on the day shift is required by the Company to work on a shift other than the day





shift in order to permit a probationary employee to be trained on the day shift, the Company will select the employee with least seniority of those performing that job and such regular employee shall be returned to the day shift, if he so desires, when such probationary employee is trained or attains seniority, whichever is sooner. An employee who exercises his preference of shifts under this Section shall not be entitled to exercise such preference a second time until a period of six (6) months has elapsed. In the event the Business Manager of the Union or the Business Representative of the Union (provided such officer is an employee), or a member of the Committee of Chief Shop Stewards, other than a Chief Shop Steward who is designated as a night shift Chief Shop Steward, is assigned to a night shift at the time he takes office, the Company will transfer such employee to the day shift within two weeks after he takes office and such assignment will continue as long as he holds such office, subject to the seniority provisions of this Agreement. The provisions of this Section shall not be applied in any manner which permits an apprentice within Class I or Class II to make a shift change by application or by virtue of holding Union office.



When an employee is required to be transferred from one shift to another, the Company shall transfer the least senior employee within the classification of work affected, provided the employee to be transferred has the present ability to perform the particular type of work available. In filling vacancies under this Section, no application filed after the Company has contacted the first applicant for a current vacancy shall be entitled to consideration for such vacancy.





Section 20.11. When a regular employee’s absence from work is due solely to continuous layoff on account of lack of work, such employee shall retain and continue to accumulate seniority during the first year of such absence. In the event that such absence due to layoff continues for more than one (1) year but does not exceed two (2) years, such employee shall retain seniority during the second year of such absence but shall not accumulate seniority after such absence equals the length of his seniority credit at the time such absence began. In the event such absence continues for more than two (2) years, employees having more than two (2) years’ seniority shall continue to retain and accumulate seniority until such continuous absence is equal to the length of his seniority credit at the time such absence began, or three (3) years, whichever is shorter.



Section 20.12. The Company may employ, within the bargaining unit, temporary employees. Temporary employees shall not accrue seniority and shall not be eligible for any contractual benefits, or be covered by any contractual provisions, including holidays and vacations, except to the extent specifically set forth in this Section and except to the extent their hours worked make them eligible for pension credits as required by law. Temporary employees shall be covered by Articles 1, 2, 3, 15, 16, 17, 21, 22 and 24 and Sections 5.1, 5.2 (except holiday pay), 5.4, 11.1, 26.1, 26.2 and 26.5. Temporary employees shall receive the starting rate of pay for the applicable classification but no progression increases. Temporary employees shall have access to the grievance and arbitration procedure with respect to these contractual provisions which apply to them. The employment of temporary employees is





subject to the following restrictions:

- (a) The number of temporary employees during any month, on average, shall not exceed 15% of the highest number of employees on the seniority list at any time during the previous month. During the first week of each month the Company will meet with the Union Business Manager or his designee to discuss any issues relating to compliance with this provision.
- (b) The temporary employee shall not work when a seniority employee is on permanent layoff and able to perform the work performed by the temporary employee.
- (c) The temporary employee shall not be offered overtime on weekends or contractual holidays unless it has first been offered to other employees as required by Section 5.3. The Company will provide a weekly list to the Union showing all temporary employees with regular and overtime hours separately reported, for the week and year-to-date.
- (d) A temporary employee shall not work more than 1040 hours per calendar year.

Qualified temporary employees who apply for regular employee status shall be given preference over new hires in filling vacancies in the bargaining unit. If hired as a probationary employee, the date the temporary employee starts as a probationary employee shall be his date of hire into the bargaining unit.





Section 20.13. An employee who is not scheduled for layoff may volunteer for layoff. The Company retains the right in its sole discretion to deny any voluntary layoff request and this decision is not subject to the grievance/arbitration procedure.

Volunteers for layoff shall not be subject to the recall provisions of the collective bargaining agreement unless they request in writing that the Company place them on the recall list or at the time they are the last eligible recalls at which point they must return or lose their seniority. Volunteers may not at any time or under any circumstances exercise seniority to displace any employee working in the plant. If the volunteer applies for recall and there are no openings, his recall rights will continue until his seniority expires on the basis set forth in this agreement from the original date of layoff.



**ARTICLE 21
GRIEVANCE PROCEDURE**

Section 21.1. Any dispute concerning the interpretation or application of, or compliance with, any of the provisions of this Agreement shall constitute a grievance for the purposes of this Agreement, provided, however, that before a grievance is filed the employee shall present his complaint to his supervisor in order that he may have an opportunity to adjust it. Should any employee or group of employees consider that he or they have a grievance, there shall be no suspension or interruption of work, but the procedure set forth below shall be followed:

Section 21.2. STEP 1. – Such employee, or a representative





of such group of employees, shall first present the matter in writing to his or their Foreman, it being agreed, however, that at the employee's or employees' request, his or their Steward shall also be present, and an answer in writing shall be given to the employee involved or the representative of the group involved by the end of the next full working day following the day on which the grievance is presented.

STEP 2 – In the event the matter has not been settled satisfactorily in STEP 1 hereof, the matter shall then be presented by such aggrieved employee or a representative of such group of employees, accompanied by a member of the Committee, to the Department Head and/or Plant Superintendent. An answer in writing shall be given to the member of the Committee by the end of the second full working day following the day upon which the grievance is presented to the Department Head and/or Plant Superintendent.

STEP 3 – If the grievance is not satisfactorily adjusted in STEP 2 hereof, it shall be presented by such aggrieved employee or a representative of such group of employees and the Committee, Business Manager, and or Business Representative to the Personnel Manager and such other representative of the Company as he may designate. A meeting for the presentation of grievances in STEP 3 will be held within two (2) weeks after the Personnel Manager is advised that the grievance has been advanced to STEP 3. An answer in writing shall be given to the Committee within five (5) full working days following the meeting referred to in this STEP 3.





STEP 4 – If the grievance is not satisfactorily adjusted in STEP 3 hereof, the matter shall become the subject of conference between the Committee, the Business Manager of the Union and/or the Business Representative of the Union and the Personnel Manager, and such other executives and representatives of the Company as the Company shall designate. The parties agree that the conference in this STEP should be held as promptly as the availability of the representatives of both parties permit and that normally such conference should be held within thirty (30) days after the Union has advanced the grievance to STEP 4. An International representative of I.B.E.W., may be present beginning at this STEP.



Section 21.3. Any employee or employees having a grievance shall present the same in accordance with the provisions of Section 21.2 of this Article within seven (7) working days after the occurrence of the event out of which such grievance arose, and any alleged grievance not presented within such time shall not be considered. Any grievance not appealed from a decision at one STEP of this procedure to the next STEP within seven (7) working days of such decision shall be considered finally settled and determined on the basis of the last decision and shall not be subject to further appeal.



Section 21.4. No grievance concerning an alleged unjust discharge or suspension shall be considered unless presented to the Personnel Manager in writing within five (5) working days after the day of discharge or suspension, it being agreed that in such cases STEPS 1 and 2 outlined above shall not be utilized.





Section 21.5. Production standards are not arbitrable. Where, however, an employee has been discharged for not meeting a production standard established under this contract, he may challenge the reasonableness of that standard. Employees disciplined or discharged for failure to meet a production standard may grieve and the Union may arbitrate whether the Company's actions were for "just cause".

Section 21.6. Grievances may be initiated by the Union. Such grievances shall be filed directly in Step 2 of the grievance procedure. The Steward or Union Representative who signs the grievance shall be considered the aggrieved employee for purposes of processing such grievances. Union initiated grievances are not subject to the arbitration provisions of Article 22.



ARTICLE 22 ARBITRATION



Section 22.1. If the Union wishes to process a grievance to arbitration as provided in this Agreement, it may do so by giving the Company written notice within seven (7) working days after receiving the Company's decision in writing which shall be due within ten (10) working days after the conference held in STEP 4 above. If the parties are unable to agree upon the impartial arbitrator within five (5) full working days after the commencement of their consideration of the selection of such impartial arbitrator, the Company and the Union will jointly present the matter to the American Arbitration Association for arbitration in accordance with its rules of procedure. The





decision of such impartial arbitrator shall be final and binding upon all parties. Each of the two parties (the Company and the Union) shall bear its own expenses in connection with such arbitration, and the fee and expenses of the impartial arbitrator shall be borne equally by the Company and the Union.

The impartial arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any agreement supplemental hereto, or to pass upon any controversy arising from any demand of the Union to increase any wage rates prevailing at the time.

Working days for the purpose of this Article and Article 21 above shall exclude Saturdays, Sundays and holidays.



ARTICLE 23 DISCIPLINE AND DISCHARGE



Section 23.1. Seniority employees covered by this Agreement shall not be discharged or given disciplinary time off unless the President of Local Union No. 1424 (or a member of the Shop Committee in the absence of the said President) has been present prior to such discharge or disciplinary action and has been afforded an opportunity to represent the employee. In the absence or reasonable unavailability of all the above union personnel, a regular shop steward can be used to fulfill the requirements of representation for special instances, the intent being to represent the employee at the time of the disciplinary action.





**ARTICLE 24
NO STRIKE-NO LOCKOUT**

Section 24.1. It is agreed that the Union and its members and other employees, individually and collectively, will not, during the term of this Agreement cause, permit, or take part in any strike, sympathy strike, picketing, set-down, stay-in, slow-down, or other curtailment of production or interference with work in or about the Company's plant or premises. The Union shall not be held liable for any violation of this Section committed by individual employees or members unless such violation has been authorized, caused or encouraged by the Union or its officers. The Company shall have the right to discharge or discipline any employee taking part in any violation of this Section of this Agreement. Correlative with this provision, the Company agrees not to engage in a lockout.



**ARTICLE 25
UNION RIGHTS**

Section 25.1. The Company agrees to recognize ten (10) Shop Stewards whose districts shall be mutually agreed upon between the Company and the Union. Such Stewards shall be regular employees of the Company, shall be appointed by the Union and each Steward shall serve as the Union's representative of the employees in his district for the purpose of presenting grievances as hereinafter provided.

Section 25.2. The Company agrees to recognize a Committee consisting of not more than four (4) Chief Shop Stewards. Said





Committee members shall be regular employees of the Company and appointed by the Union. Said Committee may, where such is provided in Article 21 of this Agreement, be accompanied by the Business Manager of the Union or his designated representative and/or a representative of the International Union.

Section 25.3. The Union shall furnish the Personnel Manager with a list containing the names of each Steward and each member of said Committee and the other officers of the Union. In the event there is any change in the said list, the Union shall notify the Personnel Manager in writing of such change at least twenty-four (24) hours prior to the effective date thereof.

Section 25.4. The Company agrees that the Personnel Manager and such other representatives of the Company as he shall determine will meet with members of the Committee whenever necessary. Such meetings shall not be held more often than once each week and shall be for the purpose of considering grievances in accordance with STEP 3 of the Grievance Procedure in Article 21 of this Agreement. Once each month the Committee may advise the Company that it wishes to devote the next regular meeting to safety matters, and in such event the next meeting shall be devoted first to a consideration of such safety matters as the Committee presents. The party desiring such a meeting shall give the other at least twenty-four (24) hours' prior notice in writing containing an agenda of matters to be discussed, provided, however, that in the event arrangements for a meeting have been made at the last such meeting between the Committee and the Personnel Manager, no such notice and agenda shall be required.





Section 25.5. In case it becomes necessary for a member of the Committee or a Steward to leave his work to carry out the grievance procedure herein provided, he shall report to his Foreman or another supervisory employee and shall obtain permission to leave his work, which shall be granted as soon as practicable, and if, in carrying out the grievance procedure herein provided, it becomes necessary for him to go to another department of the plant, he shall also report to the Foreman of that department upon arrival there; and upon his return to the department in which he is working, he shall inform the Foreman of that department of his return. The duties of each Steward shall pertain only to employees within his district. It is agreed that matters pertaining to the Grievance Procedure will be so conducted as to occasion as little interference as possible with the operation of the Company's plants.



Section 25.6. The Company will pay the basic hourly rate not to exceed four (4) hours per week, for time spent during their regular shifts by the Stewards, and the basic hourly rate, not to exceed six (6) hours per week, for time spent by members of the Committee (with the exception of the Business Manager, President and Vice President of Local No. 1424) during their regular shifts in the investigation, presentation and adjustment of grievances. Such maximum limitation of six (6) hours shall instead be ten (10) hours in the case of the President of the Local or Business Manger (whomever is the highest ranking union official working at Gladstone); if the President is not the highest ranking union official working at Gladstone he shall have a maximum eight (8) hours. The Vice President of the Local Union shall have a maximum of six (6) hours.





If the Business Manager of the Union is employed at Gladstone he shall be allowed leave up to five (5) hours per week without pay for the time spent in the performance of his duties relative to Columbus Components Group's 17th Street facility. The Business Manager shall comply with the terms of 25.5 when requesting such time off.

Section 25.7. The Company agrees to recognize a Negotiating Committee consisting of not more than four (4) members plus the President of the Local Union (if a unit employee covered by this Agreement) and the Company will pay the basic hourly rate for time spent during their regular shifts by such members while attending meetings arranged for the purpose of negotiating new contracts or amendments to this contract.



Section 25.8. The Company agrees to permit the Union to erect not more than four (4) bulletin boards in all, the same to be located in such places as shall be agreed upon between the Union and the Company, such bulletin boards to be used solely by the Union for posting notices. No notice shall be posted until first approved by the Company and all notices shall be restricted to the following types:



- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections, appointments, and results of Union elections pertaining to the Columbus plant.
- (c) Notices of Union meetings and business.





- (d) Verbatim excerpts from the current contract between the Union and the Company and the current seniority list.

The bulletin boards shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever, and among other things, shall not be used by the Union for posting any pamphlets or political documents or for advertising. No notice shall be posted which contains criticism of the Company or its management. All notices shall be signed by the President, Secretary, or Business Manager of the Union, or if the notice is applicable only to a particular plant it may be signed by the accredited representative of the Union in that plant. The Union agrees that it will not disseminate any material on Company property and that it will confine the dissemination of Union information on Company property to the material appearing on said bulletin boards.



ARTICLE 26 GENERAL PROVISIONS

Section 26.1. Smoking shall only be permitted in the plant within the limitations prescribed by the Company pursuant to this Section. Smoking shall not be permitted at any time in any areas inside the plant. Smoking shall only be permitted during break, lunch and non-working hours in the designated areas identified and marked as smoking areas in accordance with the local smoking ordinance. The areas which the Company has designated as smoking areas shall be plainly marked and the limitation on smoking specified. The parties recognize the right of the Company to discipline employees for violation of smoking





regulations.

Section 26.2. Twelve (12) shop coats of assorted sizes will be provided for Toolmakers or Skilled Tradesmen for use only when needed while doing work that is unusually dirty or unusually damaging to clothing as requested by the employee and authorized by the foreman. The Company will keep twenty-two (22) pairs of coveralls of assorted sizes for use by employees while assigned to duties involving non-production painting or cleaning of machinery or building which is unusually damaging to clothing. The Company will keep four (4) pairs of rubber boots to be used by the yoder mill loaders. The Company will assign a pair of coveralls to any maintenance man requesting such coveralls.



Section 26.3. The Company will give to Toolmakers and Maintenance employees a card stating what Apprentice Program the employee has completed, the length of it and the fact that the employee is a Journeyman in that work.



Section 26.4. The Company will not change the regularly scheduled lunch period of a shift after the shift has started except in case of breakdown, change-over, or material shortage.

Section 26.5. In case an employee who is classified in Class IIB as a Die Setter damages his own personal tools, or a Class I or Class II employee damages his personal tools, while performing work for the Company, the Company will repair or replace the damaged tool. The Company will establish rules for administration of such tool replacement programs. It will

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be necessary for such Die Setter to submit an inventory list of the personal tools, and each Class I and Class II employee to submit an inventory list of the personal tools he owns and uses on the Company premises in connection with his work. The reference above to Die Setter shall also apply to other employees who regularly do set-up work and are required to furnish their own tools for such work.

Section 26.6. During the term of this Agreement there shall be no negotiations between the parties concerning rates of pay, wages, hours of employment or other conditions of employment (except as provided in the Grievance Procedure).

Section 26.7. This Agreement contains the full and complete agreement on all terms and conditions of employment between the parties.

Section 26.8. The Company reserves the right to modify the tuition reimbursement program.

Section 26.9 The parties agree that the Company may continue to utilize a work team concept whereby employees selected by the Company may be organized into teams of various sizes. All members of a team may share responsibility for the work performed by a team and as practical, team members may be expected to rotate jobs within the team. Additionally, for no more than three (3) of these teams, it may be necessary for a supervisor to perform the work normally performed by a unit member of a team to replace an absent team member or for other reasons permitted by Section 4.4. The parties may





mutually agree to expand the concept.

Section 26.10. The Union agrees to cooperate with the Company and support the Company’s efforts to establish and promote employee involvement programs in order to improve production, eliminate waste, improve quality and efficiency and to introduce new and improved production/maintenance methods, materials and procedures.

Section 26.11. The parties agree to work cooperatively to meet the requirements of the Americans with Disabilities Act of 1990. Any discussions with the Union concerning accommodations which deviate, or may deviate, from the terms of this agreement shall be with the local Union Business Manager or his or her designee.



Section 26.12. The Company will provide and maintain adequate and clean washrooms and toilet facilities in the plant.

Section 26.13. The Company will provide eligible employees up to twelve (12) workweeks of unpaid leave under the Family and Medical Leave Act of 1993 (“FMLA”) for the birth or adoption of a child, due to an employee’s serious health condition, or to care for a spouse, child or parent with a serious health condition, as defined in the FMLA. The Company has the right to place any other conditions on such leave to the fullest extent permitted by federal and state law; provided, however, an employee on an approved disability leave of absence shall not be required to substitute days of vacation.





**ARTICLE 27
SEPARABILITY**

Section 27.1. Any part or provision of this Agreement which is in contravention of any Federal or State Statute or any Regulation having the force of law, now or hereafter in effect, shall be deemed modified to the extent necessary to conform to such statute, but the invalidation of any part or provision hereof by reason of being in conflict with any Federal or State Statute or Regulation having the force of law shall not invalidate or affect any other parts or provisions of this Agreement.

**ARTICLE 28
TERMINATION**



Section 28.1. This Agreement shall become effective upon October 15, 2007, and shall continue in effect through March 1, 2014, and shall automatically be renewed for additional periods of one (1) year each, from year to year thereafter, unless either or both parties hereto shall give the other notice in writing at least sixty (60) days prior to March 1, 2014, or at least sixty (60) days prior to any subsequent anniversary thereof of a desire for changes or termination. Such notice shall be given by registered or certified mail, return receipt requested, if by the Union to the Company, addressed to EMCON Technologies, LLC, Columbus, Indiana, and if by the Company to the Union, addressed to the President of the Union at his residence address as it appears in the Company's records.





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 15th day of October, 2007.

LOCAL UNION NO. 1424
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, A.F.L.-C.I.O.

Tom Viddalphy

John R. Jette

John W. Cooper



EMCON TECHNOLOGIES, LLC
COLUMBUS, INDIANA

Greg Edwards

Mark D. Fraizer

Kevin Stewart





EXHIBIT 1

The following classifications of work and rates of pay are effective October 15, 2007. It is understood that such rates of pay are minimum rates and nothing in this document is intended to prevent the Company from paying rates higher than such minimum rates in individual cases of merit. The classifications of work set forth below are for the purpose of determining the employee's hourly rates of pay and are not intended to confine the work of employees exclusively to the normal duties of their classification.

Employees who have or do attain the following seniority shall receive longevity pay effective the first Monday during the term of the agreement on or following achievement of such seniority as follows:



- A.) Employees with five years seniority will receive ten cents (\$.10) per hour above their base rate of pay.
- B.) Employees with ten years seniority will receive twenty cents (\$.20) per hour above their base rate of pay.
- C.) Employees with fifteen years seniority will receive thirty cents (\$.30) per hour above their base rate of pay.



For purposes of eligibility for longevity pay, employees who transferred from Greenwood pursuant to the Supplemental Agreement dated July 25, 1994, shall be credited with their seniority date at Greenwood.





Effective October 15, 2007, the basic hourly wage rates set forth in Exhibit 1 shall be increased by twenty-five cents (\$.25) per hour.

On January 1, 2008, a lump sum bonus of \$1,200 shall be payable to each employee with seniority on that date.

On March 2, 2009, a lump sum bonus of \$1,100 shall be payable to each employee with seniority on that date.

Effective March 1, 2010, increase basic hourly wage rates thirty cents (\$.30).

On March 7, 2011, a lump sum bonus of \$1,000 shall be payable to each employee with seniority on that date.



Effective March 5, 2012, increase basic hourly wage rates thirty-five cents (\$.35).



Effective March 4, 2013, increase basic hourly wage rates thirty-five cents (\$.35).





**CLASSIFICATION OF WORK
(Minimum Hourly Rates of Pay)**

| CLASS I | First | Next | After |
|----------------------------|---------------------|---------|-------------|
| | 3 Mos. | 3 Mos. | 6 Mos. |
| TOOLMAKERS: | Hiring | Working | Full |
| | Rate | Rate | Rate |
| Journeymen* | 18.05 | 18.30 | 18.55 |
| | <u>Hiring Rate*</u> | | <u>Full</u> |
| | | | <u>Rate</u> |
| Effective October 15, 2007 | 18.30 | | 18.80 |
| Effective March 1, 2010 | 18.60 | | 19.10 |
| Effective March 5, 2012 | 18.95 | | 19.45 |
| Effective March 4, 2013 | 19.30 | | 19.80 |

* The hiring rate shall be \$.50 per hour less than the full rate with a \$.25 per hour increase after each 3 months worked until the full rate is reached.



Apprentices:

| | First | Next | Next | Next | Next |
|----------------------------|-------|---------------------|-------|--------|-------------|
| | 6 Mo. | 6 Mo. | 6 Mo. | 6 Mo. | 6 Mo. |
| | 15.85 | 16.20 | 16.55 | 16.90 | 17.25 |
| | Next | Next | Next | After | |
| | 6 Mo. | 6 Mo. | 6 Mo. | 48 Mo. | |
| | 17.60 | 17.95 | 18.15 | 18.55 | |
| | | <u>Hiring Rate*</u> | | | <u>Full</u> |
| | | | | | <u>Rate</u> |
| Effective October 15, 2007 | | 16.10 | | | 18.80 |
| Effective March 1, 2010 | | 16.40 | | | 19.10 |
| Effective March 5, 2012 | | 16.75 | | | 19.45 |
| Effective March 4, 2013 | | 17.10 | | | 19.80 |





* The hiring rate shall be \$2.70 per hour less than the full rate for a beginning apprentice. See table above for apprentice progression.

CLASS II

SKILLED TRADESMEN: *(Including Millwrights and Maintenance Men in the following trades: carpentry, plumbing, maintenance welding, electrical, painting, steamfitting, rigging, and sheet metal work.)*

| | First 3 Mos. | Next 3 Mos. | After 6 Mos. |
|----------------------------|---------------------|-----------------|----------------------|
| | Hiring Rate | Working Rate | Full Rate |
| Journeyman** | 16.55 | 16.80 | 17.05 |
| | <u>Hiring Rate*</u> | | <u>Full Rate</u> |
| Effective October 15, 2007 | 16.80 | | 17.30 |
| Effective March 1, 2010 | 17.10 | | 17.60 |
| Effective March 5, 2012 | 17.45 | | 17.95 |
| Effective March 4, 2013 | 17.80 | | 18.30 |

* The hiring rate shall be \$.50 per hour less than the full rate with a \$.25 per hour increase after each 3 months worked until the full rate is reached.

ELECTRONIC TECHNICIAN: *Requires a two (2) year Associate degree or its military equivalent in electronics from an approved college or technical school. Responsibilities include electronic trouble shooting, repair, design and programming, including maintaining electronic equipment, encoders, programmable controllers, circuit boards and associated electronically controlled equipment. In the*





absence of an Associate degree or its military equivalent, a minimum of 4 years demonstrable experience in electronics which is satisfactory to the Company.

Apprentices:

| First 6 Mo. | Next 6 Mo. | Next 6 Mo. | Next 6 Mo. | Next 6 Mo. |
|----------------|---------------|---------------|-----------------|---------------|
| 14.60 | 14.90 | 15.20 | 15.50 | 15.80 |
| Next 6 Mo. | Next 6 Mo. | Next 6 Mo. | After 48 Mo. | |
| 16.10 | 16.40 | 16.70 | 17.05 | |

| <u>Hiring Rate*</u> | | | <u>Full Rate</u> |
|----------------------------|-------|--|------------------|
| Effective October 15, 2007 | 14.85 | | 17.30 |
| Effective March 1, 2010 | 15.15 | | 17.60 |
| Effective March 5, 2012 | 15.50 | | 17.95 |
| Effective March 4, 2013 | 15.85 | | 18.30 |

* The hiring rate shall be \$2.45 per hour less than the full rate for a beginning apprentice. See table above for apprentice progression.

CLASS IIB*

| First 3 Mos | Next 3 Mos | After 6 Mos | After 9 Mos | Full Rate |
|----------------|---------------|----------------|----------------|--------------|
| 12.70 | 13.20 | 13.70 | 14.20 | 14.70 |

| <u>Hiring Rate*</u> | | | <u>Full Rate</u> |
|----------------------------|-------|--|------------------|
| Effective October 15, 2007 | 12.95 | | 14.95 |
| Effective March 1, 2010 | 13.25 | | 15.25 |
| Effective March 5, 2012 | 13.60 | | 15.60 |
| Effective March 4, 2013 | 13.95 | | 15.95 |

* The hiring rate shall be \$2.00 per hour less than the full rate with a \$.50 per hour increase after each 13 weeks worked





until the full rate is reached.

Die Setting and Set-Up. *(Where employee devotes most of his time to such work. Does not apply to helpers or die setting by operator on own machine. An employee shall receive a thirty cent (\$.30) per hour increase after he has worked in the set-up classification for 24 months and an additional thirty cents (\$.30) per hour after he has worked in the classification for 36 months. These increases are available to employees currently classified as set-up who have already met the experience requirement.)*

Hand-Held Production Acetylene or Hand-Held Arc Welding. *(Repetitive in type, where work does not vary appreciably throughout the day. Does not include production repairing or maintenance welding. Does not include helpers.)*

Production Repair (Full-Time) *(Where employee does repair work with a welding torch or where he is repairing a completed product. Does not include parts changing.)*

Welding Operations - Continuous Machine. *(Where employee is primarily responsible for operation and minor adjustment and maintenance of machine. Does not include helpers.)*

Production Arc Welding - Fixture Loading. *(Applies to employees who rotate within a shift between performing production ARC welding and fixture loading functions. Does not apply to employees performing fixture loading functions only.)*

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CLASS III*

PRODUCTION(A):

| | First 3 Mos | Next 3 Mos | After 6 Mos | After 9 Mos | Full Rate |
|----------------------------|---------------------|---------------|----------------|----------------|----------------------|
| | 12.30 | 12.80 | 13.30 | 13.80 | 14.30 |
| | <u>Hiring Rate*</u> | | | | <u>Full Rate</u> |
| Effective October 15, 2007 | | | 12.55 | | 14.55 |
| Effective March 1, 2010 | | | 12.85 | | 14.85 |
| Effective March 5, 2012 | | | 13.20 | | 15.20 |
| Effective March 4, 2013 | | | 13.55 | | 15.55 |

* The hiring rate shall be \$2.00 per hour less than the full rate with a \$.50 per hour increase after each 13 weeks worked until the full rate is reached.



Fixture Loading. *(Where employee is directly exposed to arc welding operations and where major protective equipment is required.)*



Spray Painting. *(Of the type currently being performed. Does not include touch-up operations or occasional spray painting. Does not include helpers.)*

Oiler.

Floor Inspection. *(Where employee does roving inspection involving knowledge of various gauges and inspection requirements on a group of production lines; requires previous inspection experience.)*

Automatic Press Operator. *(Where operator sets up, adjusts, and runs own press or presses and is responsible for minor maintenance of his equipment. Does not apply to helper.)*





Overhead Power Lift. *(Where employee operates traveling overhead power lifting equipment.)*

CLASS IV*

PRODUCTION (B):

| First 3 Mos | Next 3 Mos | After 6 Mos | After 9 Mos | Full Rate |
|----------------|---------------|----------------|----------------|--------------|
| 12.20 | 12.70 | 13.20 | 13.70 | 14.20 (|

(There currently are no jobs within this Class IV)

| | <u>Hiring Rate*</u> | <u>Full Rate</u> |
|----------------------------|---------------------|----------------------|
| Effective October 15, 2007 | 12.45 | 14.45 |
| Effective March 1, 2010 | 12.75 | 14.75 |
| Effective March 5, 2012 | 13.10 | 15.10 |
| Effective March 4, 2013 | 13.45 | 15.45 |



* The hiring rate shall be \$2.00 per hour less than the full rate with a \$.50 per hour increase after each 13 weeks worked until the full rate is reached.



(NOTE: Rates for Class IV PRODUCTION (B) operations do not apply to helpers.)





CLASS V*

PRODUCTION, ETC. (C):

| | First 3 Mos | Next 3 Mos | After 6 Mos | After 9 Mos | Full Rate |
|----------------------------|---------------------|---------------|----------------|----------------|----------------------|
| | 12.10 | 12.60 | 13.10 | 13.60 | 14.10 |
| | <u>Hiring Rate*</u> | | | | <u>Full Rate</u> |
| Effective October 15, 2007 | | | 12.35 | | 14.35 |
| Effective March 1, 2010 | | | 12.65 | | 14.65 |
| Effective March 5, 2012 | | | 13.00 | | 15.00 |
| Effective March 4, 2013 | | | 13.35 | | 15.35 |

* The hiring rate shall be \$2.00 per hour less than the full rate with a \$.50 per hour increase after each 13 weeks worked until the full rate is reached.



(A Class V employee who is at the full rate and on a full-time basis operates an electric or gasoline power truck or forklift of the type requiring the operator to ride, shall receive ten cents (\$.10) per hour increase above the full rate. Employees who operate such equipment on a temporary transfer basis shall not receive the increase. This job shall not be subject to job bidding under Section 20.9)



Includes all operations not specifically included or listed in Classes I, II, IIB, III and IV

* A journey man in Class I shall be an individual who has had not less than four years' actual experience in an established tool shop or the equivalent. Tool and die welders regularly





employed in the Company's tool room who have had at least four years' experience in this type of work or equivalent, have the ability to do the various types of welding and brazing required in the tool room work and the required knowledge of tool steels, heat treating in tool room work, and tool and die construction, shall be considered as included in this classification. **A journeyman in Class II shall be an individual who has had not less than four years' actual experience in maintenance or millwright work or in one of the crafts: carpentry, plumbing, electrical, painting, steamfitting, rigging and sheet metal work. There shall also be included in this Class maintenance welders who are regularly employed in maintenance welding and who have had at least four years' experience in this type of work or equivalent, have the ability to do the various types of welding and brazing required in maintenance and millwright work and the ability to perform the welding and brazing required in the repair and reconditioning of machinery of the kind and character used in the Company's plants.

Should any apprentice employee in Class I and II now receive more than the rate called for in the above schedules, his rate shall not be reduced and shall be increased whenever the time served by him calls for an increase when set out in the above schedule.





2007

S M T W T F S

JANUARY

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

FEBRUARY

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|----|----|----|----|----|----|----|--|
| | | | | 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 | | | | |

MARCH

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

APRIL

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

MAY

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

JUNE

| | | | | | | | |
|----|----|----|----|----|----|----|--|
| | | | | | 1 | 2 | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | |

S M T W T F S

JULY

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

AUGUST

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

SEPTEMBER

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|----|----|----|----|----|----|----|---|
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| 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| 30 | | | | | | | |

OCTOBER

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

NOVEMBER

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

DECEMBER

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





2008

S M T W T F S

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

S M T W T F S

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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





2009

S M T W T F S

JANUARY

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|----|----|----|----|----|----|----|--|
| | | | | 1 | 2 | 3 | |
| 45 | 6 | 7 | 8 | 9 | 10 | 11 | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
| 26 | 27 | 28 | 29 | 30 | 31 | | |

FEBRUARY

| | | | | | | | |
|----|----|----|----|----|----|----|--|
| 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 | |

MARCH

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

APRIL

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

MAY

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

JUNE

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|----|----|----|----|----|----|----|--|
| | | | | | | | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 28 | 29 | 30 | | | | | |

S M T W T F S

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

| | | | | | | | |
|----|----|----|----|----|----|----|--|
| | | | | | | | |
| 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 | | | |





2010

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

| S | M | T | W | T | F | S |
|----------|----|----|----|----|----|----|
| FEBRUARY | | | | | | |
| | 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 | | | | | | |

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

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

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

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

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

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

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

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

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

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





2011

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

| S | M | T | W | T | F | S |
|----------|----|----|----|----|----|----|
| FEBRUARY | | | | | | |
| | | 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 | | | | | |

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

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

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

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

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

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

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

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

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

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





2012

S M T W T F S

JANUARY

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

FEBRUARY

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

MARCH

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2014

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Exhibit 2: Side Letter

EMCON Technologies®

October 15, 2007

Jerry Wagner
Business Manager
IBEW, Local 1424
Columbus, IN 47201

Dear Jerry:

My purpose in writing is to set forth the following agreements reached by the parties in our recent negotiations which were to be placed in this side letter of agreement.

1. Electronic deposit of paychecks shall be voluntary except for employees hired on or after September 12, 1995. For those employees not on electronic deposit, the Company will continue distribution of paychecks in the plant.

2. The Company agrees that during the term of the current contract which expires on March 1, 2014 it will not permanently and completely close all production operations at Gladstone Plant, provided:

- a) Productivity and quality remain at levels reasonably acceptable to the Company;

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- b) This provision shall not apply if the plant is substantially damaged by fire, flood, storm, act of God or any other cause and the Company selects to close the plant rather than repair it;
- c) This provision in no way restricts any other rights the Company has by law or contract, including the rights set forth in Article 4 of the current agreement; and
- d) This provision is not subject to the arbitration provision of Article 22 of the current agreement.

3. Four (4) Ten (10) Hour Shifts. During the time an employee is on a regularly scheduled work week of four (4) days per week, ten (10) hours per day, the provisions of this side letter shall amend and supplement the provisions of the basic collective bargaining agreement as it applies to that employee as follows:



- a) Holiday pay pursuant to 12.1 shall be ten (10) hours for Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving. It shall be eight (8) hours for December 24, Christmas Day, December 31, New Years Day, and the four (4) floating holidays.
- b) Jury duty pay under 14.1 and funeral leave under 14.2 shall be based on a ten (10) hour workday and with respect to funeral leave shall include shift premium.





- c) There shall be two (2) ten (10) minute rest periods during the ten (10) hour shifts under 5.4.
- d) The reduced workweek provisions of 20.4(2) shall be thirty (30) hours per week rather than thirty-two (32) hours.
- e) The employee shall receive a shift premium of thirty cents (\$.30) per hour for work performed during a work week in which the employee's regularly scheduled shift starting time is not the same for each of his four (4) scheduled work days but shall not receive the thirty cents (\$.30) per hour shift premium provided for in Section 11.1.
- f) The provisions of 9.1 shall be revised to change four (4) hours work of a minimum of four (4) pay to five (5) hours work or a minimum of five (5) hours pay.
- g) The provisions of 10.1 shall be based on not less than five (5) hours pay.
- h) The premium pay provisions of 5.2 shall be revised so that an employee on a regularly scheduled work week of four (4) days per week, ten (10) hours per day works five (5) or six (6) days within his scheduled workweek shall receive premium pay at one and one-half (1 1/2) times their regular rate of pay for all hours worked on the fifth and/or sixth day; and shall receive double their regular rate of pay for all hours worked on the seventh (7th) within the scheduled workweek.



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- i) A temporary employee on a four/ten schedule shall not be offered overtime on a contractual holiday or on the employee's 5th, 6th, or 7th day of work within the workweek unless it first has been offered to other employees working the same four/ten schedule as required by Section 5.3

4. The skilled trades pay for knowledge agreement dated March 24, 1999 shall be in effect for the term of the labor agreement dated October 15, 2007.

5. The Company will make available an employee assistance program. (EAP) The program will include confidential assistance relating to problems such as marital, family, alcohol, drug, depression, stress, and healthy life styles through information, education, assessment, brief consultation, referral and ongoing support and will be limited to not more than five (5) visits annually by the employee and by each of eligible dependents per occurrence. Employee participation in the EAP shall not in any way excuse or mitigate the violation of Company rules and regulations. The EAP shall be at no cost to the employee unless referred to another treatment provider beyond the EAP. At least 30 days prior to implementation of the EAP the Company will meet with the Union to discuss the program and provide the Union with an opportunity to suggest revisions or modifications to the EAP. The Company will endeavor to accommodate the Union's suggestions, but reserves the right to implement the EAP.

I believe this accurately sets forth the side letter agreements





reached. If you concur, please sign below and return a copy of this letter to me.

Very truly yours,

Greg Edwards
Director of Human Resources

Approved this 15th day of October, 2007

Jerry Wagner
IBEW Local No. 1424

