

AGREEMENT

between

EATON CORPORATION

and

**INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA
AND ITS
AMALGAMATED UNIT OF UAW
LOCAL 2262**



EAT•N

Powering Business Worldwide

Effective Date: May 1, 2025

Expiration Date: April 30, 2028

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AGREEMENT

- (1) This Agreement is entered into effective the first day of May 1, 2025 by and between the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, and its Amalgamated Unit of UAW Local 2262 (hereinafter called the “Union”), and Eaton Corporation, its successors and assigns (hereinafter called the “Company”).

WITNESSETH THAT:

- (2) Whereas, it is the general purpose of this Agreement to assure the continuous, harmonious, economic, and profitable operations of the divisions and works of the Company covered by this Agreement, hereby enabling the employees and the Company to enjoy, so far as economic conditions may permit, security and continuity of employment by prevention of strikes, slowdowns, and other disturbances which interfere with production, and further to set forth a basic Agreement covering wages, hours, and other conditions of employment to be observed by the parties hereto:
- (3) Further, it is mutually recognized and accepted as a principle intended to be a general rule of conduct, that sincere and good faith efforts be consistently practiced by all participants hereto to perform their duties and encourage others to conduct themselves likewise in a diligent orderly and responsible manner so as to insure efficient conduct of the company’s operations in an atmosphere free of ill feeling and animosity.
- (4) Now, therefore, in consideration of the promises and the mutual agreements hereinafter stated, it is agreed as follows:

ARTICLE 1 UNION RECOGNITION

- (5) **1.1 RECOGNITION OF BARGAINING UNIT.** The Company agrees to recognize the Union as the sole

collective bargaining agent for all employees as defined in Section 1.2 of Article 1 in all matters in relation to wages, hours and other conditions of employment.

- (6) **1.2 DESCRIPTION OF BARGAINING UNIT.** The term employee* as used in this contract shall refer to all production and maintenance employees, including truck drivers and inspectors, employed at the Employer's 23555 Euclid Avenue, Cleveland, Ohio facility, but excluding all office clerical employees, plant clerical employees, laboratory technicians, quality control employees, watchmen and professional employees, guards and supervisors as defined in the Labor Management Relations Act of 1947, as amended, in accordance with the certification of the National Labor Relations Board in Case No. 8-RC-13554 dated October 16, 1987.
- (7) **1.3 NO DISCRIMINATION.** The Company and the Union reaffirm their intention that the provisions of this agreement will continue to be applied without discrimination because of race, color, religion, national origin, age, sex, physical or mental disability, because an employee is a disabled veteran or of veteran status, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation, federal executive order, or is determined to be essential for an employer to do business with an agency or department of the Federal, State and local government.
- (8) **1.4 BARGAINING UNIT WORK.** Employees of the Company who are excluded from the bargaining unit under Section 1.2 shall not perform work on hourly jobs except in emergency situations that require immediate action or for the instruction, training, and demonstration of the proper method to perform this assigned task. When exceptions to the understanding are brought forth, management will take appropriate action.
- (9) **1.5 INTENT OF AGREEMENT.** It is the intent and purpose of the parties hereto to set forth herein basic conditions with respect to rates of pay, hours of work,

seniority, security, and other plant practices which the Company agrees to maintain and under which all employees covered by this Agreement agree to work. It is understood that the complete right of the Company to manage its operations shall be restricted only to the extent of express limitations thereon contained herein.

*Wherever the male pronoun is used herein, it shall be deemed to include the female pronoun.

(10) **1.6 WORK PERFORMED BY OUTSIDE CONTRACTORS.** The Company recognizes that in the great majority of circumstances, it is advantageous to use its own equipment and personnel to perform the bargaining unit work (work normally performed by hourly rated employees). It is recognized, however, that there will be certain circumstances where the use of outside contractors to perform such work is both necessary and desirable. Such outside assistance may be engaged:

- a. Where technical skills or specialized equipment not available within the Company are required.
- b. Where, for any of a variety of reasons, economies can be realized because specialized contractors can better perform the work in question.
- c. To handle emergency situations arising from the volume of work or the required completion date precludes the possibility of its completion by Company personnel on time.

(11) It is recognized that some questions may arise from time to time regarding bargaining unit work which is contracted to outside concerns. On such occasions, the Company intends to continue the practice of informing the Union representatives in advance of the reasons for the outside contract work. It is the intention of the Company in making outside contract decisions always to keep the interests of Company Corporation personnel in mind and to use its own equipment and personnel to the maximum extent feasible. However, management must reserve the right to make the

final decisions as to whether, under given circumstances, work should be done by Company Corporation personnel or by outside contractors. In the event of arbitrary and capricious action by the Company, issues involving the outside contracting work may be processed through the grievance procedure, including arbitration.

- (12) **1.7 STOCK & TOOL CRIB MATERIAL REMOVAL – EMERGENCY.** We agree to define what would be proper reasons for removal of material from the cribs at times when the crib attendants are not on duty.

- a. It is agreed that equipment needed in times of what is normally referred to as an emergency such as that arising from flood, fire, power shutdown, or other like circumstances would be acceptable to the Union.
- b. Other “emergency use” could arise when tools or materials obtained for a job while the crib attendant was on duty, proved to be defective and further supplies were necessary. An example could be defective grinding wheels which broke up unexpectedly or a milling cutter which an employee might accidentally break which would have to be replaced in order to perform the work.
- c. Management will make every effort to minimize the need to have non-crib personnel enter the crib on an emergency basis.
- d. When it has been established that the “Emergency Situation” is being abused, management will take corrective actions.

ARTICLE 2 UNION SECURITY

- (13) **2.1 MEMBERSHIP IN UNION.** All employees in the “Bargaining Unit” as defined in Section 1.2 of Article 1 of this Agreement, shall become members of the Union as of the effective date of this Agreement and must continue as members of the Union for the duration of this Agreement as

a condition of continued employment in the “Bargaining Unit.”

- (14) **2.2 NEW EMPLOYEES REQUIRED TO JOIN UNION.** New employees hired within the “Bargaining Unit” shall, within thirty (30) days after date of hire, join and remain members of the Union for the duration of this agreement as a condition of continued employment in the “Bargaining Unit” subject to the 120-day probationary period requirements of the Company.
- (15) **2.3 DENIAL OR TERMINATION OF UNION MEMBERSHIP.** The Union agrees that membership in the Union shall be available to all employees in the “Bargaining Unit” on the same terms and conditions generally applicable to other members, and further agrees that the Company will not be required to discharge or otherwise discriminate against any employee whose membership was denied or terminated for reasons other than failure of the employee to tender or pay the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE 3 MANAGEMENT

- (16) **3.1** The Company shall manage the plant and direct the working forces. The functions of management are vested exclusively in the Company except as abridged, delegated, granted, or modified by the specific provision of this Agreement.
- (17) Without intending to limit or modify the scope or effect of the foregoing, the Management of the plant shall include the right to plan, direct, and control plant operations; to hire, promote, demote, assign, transfer, suspend, or discharge employees for proper cause; to relieve employees from duties because of lack of work or other legitimate reasons; to make reasonable rules; and to introduce new and improved production methods or facilities, or to change, discontinue existing production methods or facilities, or to

transfer production between plants or to other facilities operated by it.

- (18) It is agreed that nothing contained herein shall be used for the purpose of discrimination against employees because of membership in the Union, and further agreed that all disciplinary action taken pursuant to the provisions of this Article shall be subject to review under the Grievance Procedure.

ARTICLE 4 HOURS OF WORK

- (19) **4.1 BASIC SCHEDULE.** This article is intended to set forth the basic schedule of hours upon which weekly production is planned and related overtime premiums are paid. It shall not be construed as a guarantee of working hours or days except as otherwise expressly provided herein.
- (20) **4.2 HOURS IN DAY.** The normal work shift shall not exceed eight (8) hours per day. (Where specific operations do not permit a full regular eight-hour workday, eight hours' pay will be provided for the hours normally worked daily on such operations, as provided in Section 4.10 of this Agreement). When production schedules require employees to work more than eight (8) hours in any one workday, overtime compensation shall be paid for the hours worked in excess of eight (8) in accordance with Article 5 of this Agreement.
- (21) **4.3 NORMAL WORK SHIFT.** The normal work shift shall be eight (8) hours per day (except as provided for in Sections 4.2 and 4.10). In the event that production schedules require that the normal work shift and/or normal work week be reduced, the Company agrees to lay off in accordance with the seniority provisions hereinafter contained.
- (22) **4.4 SHIFT STARTING TIME.** The normal day shift starting time will begin between the hours of 5:00 a.m. and

9:00 a.m. The normal second (afternoon) shift will begin between the hours of 1:00 p.m. and 5:00 p.m. The normal third shift hours will begin between the hours of 9:00 p.m. and 1:00 a.m. In the event it becomes necessary to change a department or partial department shift starting time for, weekend work or on a temporary basis, the Area Steward will be notified in advance of the change. The notification will be sufficient in advance for the Steward to understand the rationale and suggest alternatives if necessary.

- (23) **4.5 HOURS IN A WEEK.** The normal work week shall not exceed forty (40) hours and shall consist of five (5) consecutive working days, Monday through Friday, inclusive.
- (24) **4.6 START OF WORK WEEK.** The regular work week shall start at a time or times to be designated at the plant level, and shall commence the work by the third shift prior to midnight on Sunday, unless it is not practical, due to limited number of employees on the third shift after being surveyed, wish to change their work week from Sunday night to Monday night, plant management will meet with the Union to arrange for a change in the start of their week.
- (25) **4.7 "DAY."** For the purpose of this Agreement, a "day" shall be the calendar day on which a majority of the scheduled hours of the shift fall.
- (26) **4.8 REST PERIODS.** The Company shall schedule two (2) rest periods of ten (10) minutes each on each shift except that on operations on which a full eight (8) hour work day is not normally scheduled; the Company may combine such rest periods for the purpose of arranging a suitable lunch period for the employees on such operations.
- (27) **4.9 WEEKEND WORK SCHEDULES.** When work requirements necessitate six and/or seven day operations, the supervisor will schedule employees according to the established departmental overtime procedures. Every effort will be made to obtain a qualified replacement for an employee who wishes not to work on the sixth or seventh day and also to recognize the needs of an employee who has

been working a six and seven day schedule and wishes to be off on a given weekend day. Employees shall not be required to work on the sixth day, if sufficient qualified volunteers are available.

(a) To excuse an employee from having to work mandatory overtime on Saturday, they would need to ensure a request slip for any of the following conditions is turned into management by Tuesday 5pm prior to the mandatory overtime being posted:

- Full vacation day on Friday prior to the weekend
- Half vacation day second half of Friday prior to the weekend
- Full vacation day on Monday following the weekend
- Half vacation day first half of Monday following the weekend
- Holiday Conversion on a Friday or Monday
- Paid Personal day on a Friday or Monday
- Union call-out on a Friday or Monday

(b) Only way to justify absence on mandatory Saturday the day of is to take non-scheduled day, use a holiday conversion, after the fact vacation, paid personal day (or else take an occurrence).

(c) Employees scheduled on mandatory overtime must work a minimum of 6 hours per shift.

(d) Mandatory overtime may be scheduled on Saturdays only.

(28) **4.10 SHORT THIRD SHIFT, DAILY WORK PAYMENT.** The Company shall pay third shift employees an amount equal to eight (8) hours at their straight time rate after working a full seven hours.

(29) If the employee so scheduled works the eighth hour in any work day, he shall be paid for that hour at his base rate.

(30) If the employee so scheduled works beyond eight (8) hours in any work day, he shall be paid for such hours in excess of

eight (8) at time-and-one half the sum of his base rate and shift premium.

- (31) **SATURDAY, SUNDAY OR HOLIDAY WORK PAYMENT.** If the employee so scheduled works on a day for which premium pay is payable under this Agreement, he shall be paid time-and-one-half or double time (plus Holiday Pay where applicable), as the case may be, his base rate, plus receive, after he has worked a full seven (7) hours in the day, an amount equal to his base rate, for one additional hour at straight time.
- (32) If the employee so scheduled works the eighth hour in any such premium day, he shall be paid for that hour at his base rate, plus shift premium, at the applicable premium rate for the day.
- (33) If the employee so scheduled works beyond eight (8) hours in any such day, he shall be paid at the applicable premium rate for the day, of his base rate, and shift premium.
- (34) In the event that work normally performed on two or three shifts is scheduled for one shift during shutdowns, the following procedure shall apply:
- (a) Employees in the code and department affected will be scheduled by seniority until the number needed for the time to be worked is reached.
 - (b) Employees refusing this offer to work will not be charged with any time of refusal.
 - (c) Employees accepting the offer to work and qualifies for overtime compensation will be charged for the overtime offered.
 - (d) Employees will be asked to work as well in advance as possible but in any event not later than the time established to request employees to work overtime on weekends.

- (e) Names of employees accepting the offer to work will be posted by department as well in advance as possible prior to days scheduled.
 - (f) Employees scheduled (by no choice of his own) to work from other shifts will receive their applicable shift premium from the shift which they are regularly assigned to work.
 - (g) If enough manpower is not received out of the affected department to satisfy production schedules, then employees with the code in other departments will be next in line to be asked to work by seniority.
 - (h) Employees scheduled to work on the 2nd and 3rd shifts (from First [1] Shift) will receive the applicable shift premium for all hours worked.
 - (i) In the event it becomes necessary to utilize this process, the proper Union Representative will be notified in advance.
- (35) **4.11 ALTERNATIVE WORK SCHEDULES.** If it is determined that an alternative work schedule is necessary to enhance existing or secure new work, the Company and the Union will meet and mutually agree to the details of the alternative work schedule. The resulting agreement will be published in the form of a Memorandum of Understanding.

ARTICLE 5 OVERTIME

5.1 UNIFORM OVERTIME SCHEDULING PROCEDURE.

- (36) **I. POLICY.** It is our intention to schedule people for overtime work in a manner which will assure all qualified employees an opportunity for equal overtime hours over a reasonable period of time within the code and department.
- (37) **II. OVERTIME PLANNING AND SCHEDULING.**

- (a) The number of people scheduled to work weekends or holidays will be posted by 5 PM three (3) work days before the overtime weekend or holiday.
- (b) Employees will be asked to work the overtime hours by the end of the day, three (3) days prior to the weekend or holiday (the same day on which the schedule is posted), as indicated in (a) above.

(38) **III. OVERTIME ROTATION.**

- (a) Separate overtime rosters will be maintained for weekday, Saturday, Sunday and holiday overtime periods and will be established for each code in each group and each shift, and schedule names of employees working shall be posted.
- (b) Supervisors will use the Uniform Overtime Roster and will have them readily available for all department personnel, and union committee who wish to see them. Supervisors will keep these rosters on file for a period of one year following the last overtime entered.
- (c) Names of employees who transfer or bump into a department, or who change shifts within the department, will be placed after the last name on the roster, thereby establishing rotation position. He will be offered overtime when his turn arises.
- (d) The supervisor may request an employee to bypass his daily rotation/or weekend rotation only if the employee cannot perform the job, or if the nature of the product, process or operation is such that certain qualifications are required for successful or efficient operation. However, if bypassed through error, the employee will be paid for all time missed. However, in cases where employees are contacted by phone, this process is waived. A good faith effort will be made to contact the appropriate employee.
- (e) Individuals who are on medical leave or are on vacation, or not at work for various reasons at the time of the overtime request, will lose their turn to work overtime.

(39) **IV. ACCEPTANCES AND REFUSALS.**

- (a) Refusals to work overtime will be counted as hours worked.
 - 1) The employee thereby forfeits his claim to work overtime in any order other than that which is already established.
 - 2) Failure to report to work for any reason after agreeing to work will be counted as overtime hours worked.
- (b) An employee will not lose his weekend overtime rotation turn if he is asked to work overtime after the end of the day three (3) days prior to overtime day or weekend. He will be asked to work overtime at the next opportunity.
- (c) If an employee agrees to work overtime when asked after the end of his shift three (3) days preceding the overtime day or weekend (normally Wednesday), his overtime will be counted as time worked.
- (d) Because of the nature of the services rendered, Maintenance Personnel may be asked to work overtime, or may be called at home on the day immediately preceding the overtime day or weekend when an emergency in the plant so justifies the request. Under these conditions, a refusal to work overtime will cause a relinquishing of the employee's overtime position.
- (e) Whenever an employee is asked to work overtime, whether he works out of turn or in another code or group, he is charged with the overtime hours worked.

(40) **5.2 OVERTIME PAY.** Subject to the provision of Section 4.6 and 4.7, overtime shall be paid as follows:

- (a) Time and one-half shall be paid for work in excess of eight (8) hours actually worked in any work day.

- (b) Time and one-half the regular hourly rate shall be paid for work in excess of forty (40) straight-time hours worked in any work week.
 - (c) Time and one-half the regular hourly rate shall be paid for work on a Saturday shift in excess of the normal work week.
 - (d) Double time the regular hourly rate shall be paid for work on a Sunday shift in excess of the normal work week.
 - (e) Double time the regular hourly rate shall be paid for all continuous hours worked on a holiday plus (8) hours for the holiday (designated in Section 6.1) from the start of the normal shift.
 - (f) Except as provided in Section 5.3, hours not actually worked shall not be counted in computing previous hours worked for the purpose of determining overtime hours or overtime pay, except that the “normal work week” shall be reduced by the eight (8) hours for any Holiday on which the employee is not scheduled to work.
 - (g) Premium or overtime compensation shall not be duplicated or pyramided in any manner—the largest premium applicable shall be paid.
 - (h) An employee who works seven consecutive days in a calendar week will be paid at the double time rate of pay for all hours worked on the seventh day, including hours worked by the employee on such day prior to his normal shift.
- (41) **5.3 NON-SCHEDULING.** All employees are expected to maintain a good dependable work record and excessive absenteeism cannot be condoned.
- (42) In the administration of the overtime provisions of Section 5.2, “non-scheduled” days will be considered as having been worked for the purpose of determining eligibility for premium pay under 5.2 (b), (c), and (d), as follows:

- (a) Any employee absent during the week because the Company cannot provide work or absent during the week because of being on a medical leave of absence, or absent on Union business, authorized by the Company or who is absent for any reason for which he is paid in lieu of work for the day, e.g. bereavement, jury duty, military reserve, etc., must be non-scheduled.
- (b) Any employee may be non-scheduled for six (6) unpaid absences per year. Employee will not be charged attendance occurrences for non-scheduled days whether weekend days are worked or not.
- (c) Non-Scheduled Days under Paragraph "A" are not limited.
- (d) Non-Scheduled Days under Paragraph "B" are limited to six (6).
- (e) An employee must request a Non-Scheduled Day(s) in writing on the next scheduled workday he reports to work.
- (f) Non-Scheduled Day(s) can be used for weekend work.
- (g) Non-Scheduled Day(s) may not be used the day before or after a Holiday.
- (h) At the employee's request, a half Non-Scheduled Day may be used for tardiness or leaving the plant early (providing the employee works at least [four] 4 hours of his scheduled shift). This may be used up to four [4] times per contract year). On these occasions, the employee must make his request in writing on the day he was tardy or has decided to leave early.

ARTICLE 6 HOLIDAYS

- (43) **6.1** Employees covered by this Agreement shall be paid for the following stationary holidays for the term of said agreement.

Year 2025 (Since 4/30/2025)

1. Memorial Day – Monday, May 26, 2025
2. Day Before Independence Day – Thursday, July 3, 2025
3. Independence Day – Friday, July 4, 2025
4. Labor Day – Monday, September 1, 2025
5. Thanksgiving Day – Thursday, November 27, 2025
6. Day After Thanksgiving – Friday, November 28, 2025
7. Christmas Eve – Wednesday, December 24, 2025
8. Christmas Day – Thursday, December 25, 2025
9. New Year's Eve – Wednesday, December 31, 2025

Year 2026

1. New Year's Day – Thursday, January 1, 2026
2. Martin Luther King Day – Monday, January 19, 2026
3. Good Friday – Friday, April 3, 2026
4. Memorial Day – Monday, May 25, 2026
5. Independence Day (Observed) – Friday, July 3, 2026
6. Day After Independence Day (Observed) – Monday, July 6, 2026
7. Labor Day – Monday, September 7, 2026
8. Thanksgiving Day – Thursday, November 26, 2026
9. Day After Thanksgiving – Friday, November 27, 2026
10. Christmas Eve – Thursday, December 24, 2026
11. Christmas Day – Friday, December 25, 2026
12. New Year's Eve – Thursday, December 31, 2026

Year 2027

1. New Year's Day - Friday, January 1, 2027
2. Martin Luther King Day – Monday, January 18, 2027
3. Good Friday – Friday, March 26, 2027
4. Memorial Day – Monday, May 31, 2027
5. Day Before Independence Day (Observed)– Friday, July 2, 2027
6. Independence Day (Observed) – Monday, July 5, 2027
7. Labor Day – Monday, September 6, 2027
8. Thanksgiving Day – Thursday, November 25, 2027
9. Day After Thanksgiving – Friday, November 26, 2027
10. Christmas Eve – Friday, December 24, 2027

11. Christmas Day (Observed) – Monday, December 27, 2027
12. New Year's Eve – Friday, December 31, 2027

Year 2028

1. New Year's Day (Observed) - Monday, January 3, 2028
 2. Martin Luther King Day – Monday, January 17, 2028
 3. Good Friday – Friday, April 14, 2028
- (44) Each employee shall have an additional two (2) personal days in addition to the above. The application of these two (2) days shall be determined by seniority and will include “after the fact” usage. Employees must make personal day election on the day they return to work. “After the fact” usage of personal days cannot be used as qualifying days for holiday pay purposes. “After the fact” days cannot be used on consecutive workdays. All personal days not taken shall be paid in lieu of time off.
- (45) Providing they meet each of the following eligibility requirements:
- (a) The employee has been employed at least thirty (30) days prior to the date of the holiday; and
 - (b) The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday; however, tardiness of four (4) hours or less will not jeopardize holiday pay eligibility.
- (46) Conversion Time. Employees who work on a contractual holiday, and are otherwise eligible for holiday pay, may request eight hours of excused time off. Employees must exercise the time off within thirty (30) days of the scheduled holiday.
- (47) **6.2 ABSENCE: LAYOFF OR MEDICAL LEAVE.** In the administration of the foregoing provisions:
- (a) Employees otherwise eligible who work during the work week in which the holiday occurs, but who fail to comply with the provision of (b) of Section 6.1 because they are laid off or recalled within the week in which

the holiday occurs, shall be paid for the holiday. Should an employee work his last scheduled workday, and it falls on a Friday after which he is laid off and the following Monday is a holiday, he shall be paid for such a day.

- (b) Employees otherwise eligible who fail to comply with the provision of (b) Section 6.1 because they are on medical leave on either of such days shall be paid for the holiday(s) provided that the leave started no longer than 120 calendar days before the holiday. Such payment will be made to the employee on the pay period following such holiday.
- (c) Employees otherwise eligible who are on medical leave because of an industrial injury shall be paid for the holidays which occur during the first twelve (12) months of such leave. Such payment will be made to the employee on the pay period following such holiday.
- (d) Union Representatives who are off work on Union business authorized by the Company. Such payment will be made to the employee on the pay period following such holiday.

(48) **6.3 PAY FOR HOLIDAYS.** Employees eligible for holiday pay under Article 6 shall receive eight (8) hours pay for each of the above holidays at their regular straight-time hourly rate, including applicable night shift premiums for those eligible employees regularly scheduled to work on the second or third shifts.

(49) **6.4 PAY WHEN HOLIDAY WORKED.** Employees who may be re-quired to and who do work on any of the above holidays shall not receive holiday pay under these provisions but shall be compensated for time worked in accordance with Section 5.2.

(50) However, if any employee is called to work on one of the holidays, which does not require a full eight (8) hours' work, he shall be compensated for time worked in accordance with

Section 5.2 and the holiday pay to which he is entitled for the balance of eight (8) hours.

- (51) A minimum of four (4) hours work at the premium rate of pay shall be provided for an employee called in on a holiday.
- (52) **6.5 FAILURE TO REPORT ON A HOLIDAY.**
Employees who are scheduled to work on a holiday because of urgent production requirements and accept such work and then fail to report for and perform work without reasonable cause shall not receive compensation of any sort for the holiday and shall be considered to be absent without permission.
- (53) **6.6 HOLIDAY DURING VACATION.** When one of the holidays specified above falls within an eligible employee's vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

ARTICLE 7 CALL-IN PAY

- (54) **7.1** An employee called to work on a day or shift not scheduled shall receive not less than four (4) hours pay at his regular hourly rate.
- (55) **7.2 PARTIAL DAY'S WORK.** Whenever an employee is scheduled for work, and upon arrival at the plant is sent home because no regular or substitute work is available, he shall be paid for four (4) hours working time at his regular straight time hourly rate unless the Company has made a reasonable effort to notify him at the place he had designated for the purpose at least three (3) hours before his scheduled starting time. This must be witnessed by a Union Representative if reasonably available.
- (56) In the event of fire, storms, floods, power or mechanical breakdown (except breakdowns of an individual employee's machine) strikes, stoppage of work in connection with labor disputes, or other causes beyond the

control of the Company which interfere with work being provided, the provisions of this section shall not apply.

ARTICLE 8 SENIORITY

- (57) **8.1 GENERAL.** For employees who were employed by the Company on or before November 4, 1986, the most recent date of hire by the Company's predecessor (TRW Inc.) shall be recognized for purposes of this article. Employees hired after November 3, 1986 and who complete the probationary period, shall be credited with seniority retroactive to the first day of employment.
- (58) **8.2 PRELIMINARY.** It is the intent of the parties that job retention be based to the greatest extent possible on seniority, subject to skill and ability to perform the work. It is also their intent that employees be given opportunity, wherever feasible, for training in additional skills in order to increase their flexibility and to make job opportunities available to employees so that they may increase their security and pay, and increase their value to the Company.
- (59) The following provisions are those generally applicable to all operations covered by this Agreement. However, it is understood and agreed that supplemental arrangements may be made at the plant level as to operations by supplemental written agreement entered into by Company and the Union Bargaining Committee.
- (60) **8.3 SENIORITY LISTS.** The Company shall maintain an up-to-date seniority list containing the employees' names, dates of hire, Master ID, Employee Number, and job codes. The list will be available to the union for review, and copies will be given to the union not more than two times per year.
- (61) **8.4 COMPUTATION OF CREDITED SERVICE.** There will be a single method of crediting service for Job Rights.

- (62) Henceforth, Credited Service will be computed by accumulating months of service (work on one or more days in any calendar month being credited as a full month of seniority) from latest date of hire or rehire, plus time on layoff for up to sixty (60) months.
- (63) An employee eligible on the seniority list (one hundred twenty [120] days or more seniority, Article 8, Section 8.10) accumulates Credited Services for Job Rights on the following basis:

Condition	Credit Time Off Prior	Service Credits
Layoff	Up to 60 months	All if returns to work in 60 months
Short-term Disability	All	All
Personal Leave	None	All if returns to work in 36 months
Long Term Disability	36 months or up to credited service at time of disability	All if returns to work in 36 months OR All if returns to work within period of credited service.
Union Leave	Up to 12 months	All if returns to work within 13 months
Rehire from Resignation or Discharge	None	None

- (a) Credited Service for layoff time will be given when the employee accepts recall and is reinstated to active employment.

- (b) Credited Service for an authorized illness or medical leave will continue to accrue during the employee's absence up to the limitations noted above.
- (c) Credited Service for employee's eligible for and placed on Long-Term Disability will accrue up to the expiration of their Long-Term Disability Benefit or retirement whichever occurs first.
- (d) An employee who resigns or is discharged and later rehired will commence his Credited Service as a new employee.
- (e) An hourly employee accepting a salaried job may return to the bargaining unit. Returning employees will be considered new hires for purposes of seniority and will not retain code credit for any previously qualified codes. Returning employees can only be rehired after the 72-hour posting period has passed and no bargaining unit employees have filled the opening.

(64) **8.5 SENIORITY RECORDS.** The Company shall at all times maintain accurate records of the seniority of each employee, and information concerning seniority and codes shall be available to duly authorized representatives of the Union upon request. Employee transfer sequence sheets and attendance printouts will be provided to the Union when generated in the Company's normal course of business.

(65) **8.6 CLASSIFIED INTO CODES.** Employees are classified according to occupational codes, and all recalls to work or reductions in the seniority unit working force will be made on the basis of total Job Seniority applied to the specific occupational code as hereinafter provided.

(66) **8.7 CREDIT FOR SPLIT JOB CODES.** Any employee who holds credit for any job code which is later split into two or more new job codes will automatically receive code credit for all the new codes resulting from this split.

(67) **8.8 ADDRESSES AND PHONE NUMBERS.** Each active and laid-off employee is responsible for having the address and phone number at which the Company may

reach him on file with the Human Resources Department at all times. All communications to the employee from the Company will be sent or phoned to the address or phone number on file. The Company will have fulfilled its obligation in so doing, and the employee will have no recourse if he cannot be contacted because he has not kept the Company informed on a change in his phone number and/or address.

- (68) Employees should visit the digital Employee Center (or the equivalent designated online tool as provided by the Company) to make changes to their contact information as needed. Laid off employees may contact Human Resources for any address or phone number updates.
- (69) Upon request of the Union, but not more than twice a year, the Company will provide a list of names, addresses, telephone numbers and Social Security numbers of all employees in the Bargaining Unit.
- (70) **8.9 PROBATIONARY PERIOD.** Newly hired employees shall be re-garded as probationary employees for the first one hundred twenty (120) days of their continuous employment. The Company may terminate the services of any probationary employee without limitation by the terms of this Agreement, and there shall be no responsibility for re-employment of probationary employees if their services are so terminated during the one hundred twenty (120) day period.
- (71) **8.10 QUALIFICATION FOR SENIORITY LIST.** An employee shall not be considered as having seniority until he has acquired one hundred twenty (120) calendar days of active employment. This does not include time on layoff or leave of absence. At the end of this period, he shall be considered on the seniority list with full job retention, shift preference, and recall rights under the provisions of Section 8.6.
- (72) **8.11 LOSS OF SENIORITY.** An employee who resigns, is discharged, violates the terms of a leave of absence, accepts gainful employment while on leave of absence, or

who for any reason does not work one day in thirty-six (36) consecutive months shall lose all previously credited seniority. (An employee with 10 years or more of seniority on a medical leave of absence, or an employee in the Armed Services of the United States during periods of national emergency shall be exempted from the "Work" provisions of this Section). Further, if an employee resigns or is discharged for proper cause, he shall lose all previously credited seniority; and if he is later rehired, he shall not be credited with any of his former seniority.

- (73) **8.12 REGULAR OCCUPATION.** An employee's regular occupation is defined as the highest skilled occupation he is qualified to perform and one which he would be working when the department is operating normally.
- (74) **8.13 QUALIFIED ON JOB.** An employee is considered qualified when he is capable of producing standard quantity and quality of work in a workmanlike manner, can make necessary tool and machine adjustments, and run those operations which he is reasonably required to run during the course of employment on the occupation.
- (75) **8.14 MUST BE QUALIFIED.** Notwithstanding any of the provision of Article 8, the Company shall not be compelled to retain any employee on any job in any department who is not qualified to perform that job.
- (76) **8.15 ACCURATE RECORDS.** In order to maintain accurate seniority records, department or group operations will be assigned code numbers, and employees will be classified in the proper codes within their group in the department and listed according to their Company seniority.
- (77) **8.16 SHIFT PREFERENCE.** In assigning employees to day or night shifts, it is intended to accord preference to those with the greatest seniority on an occupational code classification. Shift change actions become effective at the start of the work week.

- (a) **OPENINGS.** An employee with one hundred and twenty (120) days or more of seniority who desires another shift on his occupation within the department should notify his supervisor of this interest. The supervisor will provide a form to acknowledge such request. When an opening occurs, the most senior employee on the occupational code in the department having previously indicated his interest for that shift will have the opportunity to fill the opening.
- (b) **MUTUAL SHIFT CHANGE.** When two or more employees with one hundred twenty (120) or more days of seniority on the same occupational code in a department, regardless of seniority, wish to trade shifts for an amount of time agreed between the involved employees up to a maximum of twelve (12) months, they may do so upon receiving prior approval of the department supervisor. An employee while involved in a Mutual Shift Change cannot exercise a Shift Preference Bump unless either of them have been displaced from the occupational code or shift of his preference through no fault of his own. Once the employees have returned to their original shifts within the department, they are eligible to exercise a "Shift Preference Bump." Employees participating in a Mutual Shift Change may be displaced by a Shift Preference Bump.
- (c) **SHIFT PREFERENCE BUMP.** An employee with 120 days or more seniority may exercise a Shift Preference Bump providing there is a less senior employee on the same occupational code in the seniority unit. He will displace the least senior employee on the shift of his preference through no fault of his own. The Company reserves the right to decline a shift preference action where production would be adversely affected, but it is understood that any such exception may be subject of a grievance. All employee-initiated shift bumps will be limited to once in a twelve (12) month period unless the employee is displaced from his shift of choice through no fault of his own.

(78) **8.17 LAYOFF DUE TO WORK REDUCTIONS.**

When a reduction of the working force results in a layoff, the following procedure shall apply:

- (a) **PROBATIONARY EMPLOYEES.** Probationary employees who have less than one hundred twenty (120) days seniority shall be the first to be laid off. In making layoffs of such employees, merit will be the first consideration. In cases of equal merit, employees with the greatest amount of seniority shall be retained. The Company shall be under no obligation to recall or rehire such laid-off employees.
- (b) **ONE HUNDRED TWENTY (120) DAYS OR MORE.** After the provision of (a) above has, whenever applicable, been complied with, employees with one hundred twenty (120) days or more seniority will be laid off.
- (c) No employee(s) covered by Section 1.2 are exempted from the provisions of this Section unless covered elsewhere in the labor agreement.
- (d) The Company and Union may negotiate the availability of voluntary separation options any time during the course of the Agreement. The resulting Agreement will be published in the form of an MOU.

(79) **8.18 DISPLACEMENT PROCEDURE.** An employee displaced from his regular occupation, providing he is qualified and has more seniority, shall return to his next highest paid occupation in his occupational code listing. This procedure shall continue until employees have exhausted all code rights.

- (80) If two or more of the employee's former occupations are of equal pay, he will first return to the occupation that has the least senior employee. If two or more employees on a given occupation are affected in a work reduction, the most senior employee will displace the least senior employee on the occupation in the seniority unit, the next most senior will displace the next least senior, etc.

- (81) **8.19 RIGHT TO CHOOSE LAYOFF ABOVE THE POOL.** An employee on code Wage Grade 1 or higher, who is affected in a work reduction may choose to take a layoff rather than exercising his right to other previously credited codes. An employee who elects layoff permanently forfeits all seniority rights to all previously credited codes equal to or below the code on which he last worked. Such an employee would then be recalled to the code from which he was laid off and to higher credited codes. Credited codes are listed in base rate order from highest to lowest for purposes of implementation of the above.
- (82) **8.20 SENIORITY POOL.** There shall be a seniority pool at the Company. This pool shall consist of jobs in Wage Grade 00. Employees have full pool rights.
- (83) **8.21 POOL FAMILY.** The pool consists of occupational codes in Wage Grade 00.
- (a) **POOL WORK REDUCTION PROCEDURE.** An employee entering the pool after exhausting his seniority rights to all codes in Wage Grade 1 or higher has the option of exercising bumping rights in the pool or taking a layoff. Should he elect the latter, he would only be recalled to his previously qualified occupations Wage Grade 1 or higher.
- (b) **DISQUALIFICATION.** If the employee elects the pool, he will be given the opportunity to declare personal disqualification for any pool occupation(s) prior to entering the pool. He then will displace the least senior employee on any formerly qualified occupation in Wage Grade 00. If he does not have a former qualified occupation in Wage Grade 00, he will then displace the least senior employee in the Wage Grade on an occupation from which he has not been disqualified. This same procedure also applied to employees currently working on a pool occupation.
- (c) **LAST CHANCE.** An employee who has exhausted his rights to his lowest Wage Grade and would otherwise be laid off, has the option of displacing the

least senior employee in the pool regardless of Job Code, provided the employee is physically capable of performing the work and has not previously been disqualified from the occupation.

- (d) **RIGHT TO ELECT LAYOFF IN POOL.** On any work reduction action within the pool, the affected employee may exercise personal occupation code disqualifications by the employee personally notifying Human Resources by 9:00 a.m. the day following the day the bump sheet is posted and preceding the effective date of the work reduction.
- (e) **RATE OF PAY.** When due to a work reduction, an employee who has completed his probationary period is placed in a pool code he will be paid base rate.
- (f) **POOL EXCLUSION.** The Company may remove from the operation of this article any occupation or occupations in Wage Grade 00 which requires certification or a license, and, by agreement with the Union, jobs with special job requirements in addition to those jobs presently excluded from the pool. Should it become necessary to remove a code from the pool, including certification or license, the Company will notify the Union in advance of such action. If after full discussion and review by both parties the matter remains unresolved, it may be appealed through the grievance procedure.
- (g) **VOLUNTARY LAYOFF.** An employee affected in a work reduction who can no longer hold by seniority in his lowest Wage Grade may elect not to displace the least senior employee in the pool. In this event, he will be considered an involuntary layoff.

(84) **8.22 PROCEDURE FOR FILLING POOL JOB OPENINGS.**

- (a) Recalls are first honored. The recall list for codes in the pool consists of a combination of 1) employees working in the pool on lower hourly rated occupations who

previously qualified on the higher rated pool code where the opening exists, and 2) those employees on layoff with one hundred twenty (120) or more days of seniority with recall rights to the pool on the open code who do not have a disqualification on the open code. The most senior employee on this recall list will be given the first opportunity to fill that pool opening.

- (b) When the above recall list is exhausted, employees who previously qualified on the occupation, but are currently working on another code in the same Wage Grade and have a Request for Transfer Form in to return to the open occupational code, will be the next to be honored.
- (c) After the above has been completed, the normal upgrading procedure will apply in the following sequence: 1) A.P. procedure, and 2) new hires.

(85) **8.23 RIGHT TO REFUSE RECALL FROM POOL.** An employee working on a pool job may refuse a recall to a higher-rated job code previously held by him. If he does so when his seniority entitles him to such recall, he loses recall rights to that job code until and unless he would be laid off from the plant, at which time he may again exercise his seniority rights in that job code.

(86) **8.24 YEARS-MONTHS-DAYS.** For the purpose of effecting a work reduction in accordance with the foregoing provisions, seniority shall be considered by years, months, days; i.e., whenever employees have been credited with the same number of years and months of seniority, the employee who started work the earliest day in the first month of this employment will be retained, providing he is qualified.

(87) **8.25 WHEN SENIORITY IS EQUAL.** When the seniority of two or more employees is equal and a work reduction of manpower or shift balance must be made, the employee with the lowest master number shall be retained.

(88) **8.26 TEMPORARY LAYOFFS.** These seniority procedures will not apply during temporary layoffs of

seven (7) consecutive calendar days or less, not to exceed three (3) times per calendar year.

(89) **8.27 LAID-OFF EMPLOYEES.**

(a) **LAID-OFF EMPLOYEES (PREFERENCE).**

Employees who have been laid off will be given preferred consideration in accordance with their seniority and qualifications for other jobs that may be open and for which no seniority recall list exists. The company will provide the Union with a list of such open jobs.

(b) **LAID-OFF EMPLOYEES (AP RIGHTS).** Laid off employees shall have the right to submit an AP for open jobs posted on the Company job opportunity boards. All postings for job openings will be sequentially numbered and a copy provided to the Union on the same day of the posting. Laid off employees can call the Union office to determine what job openings are available. The employee can then contact personnel to file an AP form, or forms, for those jobs in which they are qualified. Laid off employees will then be considered for open jobs in accordance with the seniority provisions of the AP procedure.

(90) **8.28 WORKING FORCE INCREASES.** When working schedules are increased, employees on the regular seniority list shall be returned to their regular occupations as rapidly as practicable in the reverse order of the procedures stated hereinbefore. All level II Employees shall be next to be recalled.

(91) **8.29 NOTIFICATION OF RECALL.** An employee shall be notified to return to work by certified mail. He may be notified by personal phone call, provided same is confirmed by certified mail. Employees shall have five (5) scheduled workdays starting with the day the letter was sent (excluding Saturday, Sunday, or Holiday) to notify the Human Resources Department of their intentions. Failure to so notify the Employment Office within this period of time

will serve as notice to the Company that the employee has resigned.

- (92) If an employee has notified the Human Resources Department that he intends to return to work, he must report for work within three (3) working days from the date he notified the employment office that he intends to return to work (excluding Saturday, Sunday, or Holiday). Failure to so report without satisfactory arrangements having been made with the Company will serve as notice to the Company that the employee has resigned.
- (93) An employee on layoff who is being recalled by the Company but is unable to report for work for physical reasons shall supply the Company written information from the employee's physician regarding the employee's condition and ability to work.
- (94) Upon the employee's being able to return to work, the employee shall report to the Human Resources Department with a statement from his personal physician at least three (3) work days prior to the intended return date. Upon approval, the employee will return to the highest rated occupation to which his seniority and physical status provides.
- (95) **8.30 REJECTION OF JOB BY LAID-OFF EMPLOYEE.** A laid-off employee not working for the Company called back to a former occupation to which he is entitled by virtue of seniority, but which he refuses to accept, will thereby forfeit all rights to recall to that Code.
- (96) **8.31 TRANSFERS WITHIN BARGAINING UNIT.** At the time of job openings, the procedure shall be as follows:
 - (a) **OPENINGS WITHIN BARGAINING UNIT.** At the time of a job opening to be filled in the bargaining unit, the Human Resources Department need not notify any employee who has this occupation in his seniority chain unless they have been displaced/or laid off by no fault of their own.

- (b) **REQUEST FOR TRANSFER** After recalls have been exhausted, an employee who has previously qualified (with the exception of voluntary code removals) on an occupation wherein an opening exists, or who has previously refused recall to the open code "R.R."**, will be next to be considered, determined by seniority, by submitting a Request for Transfer Form. Any request for transfer must be submitted to Human Resources prior to the end of the 72-hour posting period. Requests for transfer will be considered active for twelve (12) months from the date of submission to Human Resources. An employee may withdraw a submitted request for transfer at any time prior to the job being posted. However, an employee shall not be eligible to file a Request for Transfer to a code for twenty-four (24) months after refusing recall "R.R." to that code. Once a Request for Transfer is acted upon, there shall be a twenty-four (24) month waiting period before the employee can submit another Request for Transfer. Employees may not submit a request for transfer within a three (3) month period after submitting an AP.
- (c) **AP TRANSFER - FORMER JOB.** An employee who is laterally moved to a job through the medium of an AP form may only return to a former occupation(s) on the basis of seniority when as a result of a reduction in the working force or a disqualification he has been displaced from his present or regular occupation.

**See Section 8.35

- (97) **8.32 (AP) PROCEDURE.** In order to provide a procedure under which employees may acquire additional skills and advancement as well as additional job codes, an employee may file a written application on an Advancement Plan Form.
- (98) Employees filling a job opening shall not be permitted to submit another AP for twenty-four (24) months, unless affected by a work reduction.

- (99) All job openings will be posted. Listed jobs will be posted on all job opportunity boards for at least three workdays (72 hours). Normally, review of AP forms to select an employee to fill a job identified as currently open will begin on the third workday after the expiration of the 72 hours.
- (100) AP's submitted after the three workday (72 hour) posting period will only be considered for future job openings. AP's can be submitted prior to the (72 hour) posting period and will be valid for a period not to exceed twelve (12) months. However, there may be occasions to fill currently open jobs before three workdays (72 hours) have gone by. The appropriate Union Representative will be apprised as such occasions arise.
- (101) After recalls and request for transfer, AP forms will be reviewed in descending seniority order regardless of the type of movement.
- (102) If no qualified employees AP and the job(s) move to the outside, and remains open for 90 days, the job will come back internal and be posted again. If no qualified internal employee has AP'd, the job will be posted as a level II internally, if no qualified employee AP's to that level II posting then the job goes to the outside as a level II.
- (103) **DESCRIPTION ADVANCEMENT.** Is when an employee requests a job code in the seniority unit with a higher base rate than the employee's regular occupation. Twenty-four (24) months must lapse between AP moves unless nullified by recall to former codes or transferred elsewhere via work reduction.
- (104) **LATERAL MOVE.** Is when an employee requests a job code in the seniority unit with the same base rate as the employee's regular occupation. Twenty-four (24) months must lapse between AP moves unless nullified by recall to former codes or transfer elsewhere via work reduction.
- (105) **LOWER MOVE.** Is when an employee requests a new job in the seniority unit paying less than the present code rate. Twenty-four (24) months must lapse between AP moves

unless nullified by recall to former codes or transfer elsewhere via work reduction.

- (106) **WHO MAY APPLY.** An hourly employee who has completed the probationary period and has been an active employee for twenty-four (24) months, has achieved base rate on the current job, and who is willing to work any shift may apply. Applications may be submitted for more than one job; however, an employee who after applying for a job refuses for any reason to accept the job when offered will not be eligible to submit another AP form for the job until twenty-four (24) months have elapsed from the date of the job refusal. The employee's AP form for the job refused will be so noted and placed in the employee's personnel folder.
- (107) Employees filling a job opening via the AP procedure shall not be permitted to submit another AP for twenty-four (24) months. This provision shall not apply if an employee is displaced through no fault of his own.
- (108) **AP OBJECTIVES.** This procedure shall be used only for new job credit and shall apply only after exhaustion of recalls, and requests for transfers. This procedure will ensure that all hourly employees who apply receive fair, equitable consideration of their request.
- (a) **NOTICE:** Notices listing jobs (including Pool Jobs) will be posted and identified on the job opportunity boards.
- 1) Jobs in which future openings may be anticipated, and/or;
 - 2) Jobs which are currently open; i.e., for which no recalls exist. Pool Job openings may be listed by Wage Grade only, or Code, and number of openings in department.
- (b) Job openings when designated by the Company will be filled in accordance with the following procedures:
- 1) Except as herein limited, an employee is eligible to bid on any opening.

- 2) Notice of the openings shall be posted in the plant for the period of three (3) workdays (72 hours) Monday through Friday. The postings will identify the job classification, rate, and time and date posted.
- 3) Interested employees who have attained twenty-four (24) months plant seniority and who have not bid successfully during the preceding twenty-four (24) months shall be eligible to bid for the posted vacant job by submitting an AP form.
- 4) After the close of the third day of the posting period, the Company shall evaluate the bidders. Employees shall be selected for an opening on the basis of seniority provided they have the skill and ability to perform the work. Skill and ability will be based on the posted minimum qualifications.
- 5) Employees shall be deemed to have the skill and ability to perform the work when, by virtue of past education, training, or experience, it may fairly be assumed that they can competently perform the job within a reasonable period of time.
- 6) An employee's Advanced Placement (AP) application for advancement will be rejected on the basis of having a final warning for attendance or quality, even if the minimum qualifications for the job are met. An employee's AP for lateral or lower codes will not be rejected on this basis.
- 7) The successful bidder shall be transferred to the new job, but transfer may not be delayed for a period exceeding sixty (60) calendar days.
- 8) If the employee is moving to an upgraded job the employee shall be paid at the upgraded rate beginning on the first working day after the thirtieth calendar day.
- 9) If the pending move is the downward move, the employee will be paid at the higher rate of pay until the move takes place.

- 10) A successful bidder has five (5) working days from the time the bid is awarded to make himself available to move to the new job unless otherwise mutually agreed on by the Company and the appropriate Union Representative.
 - 11) An employee may voluntarily disqualify himself from the occupation. Any bidder disqualified, whether voluntary or otherwise, shall return to his previous occupation in which he has established seniority rights and, provided he has sufficient seniority at the time of his re-entry into such previous occupation, he shall return to the same shift and location that he left at the time of his job bid. Any employee(s) affected by such retransfer shall retain the same seniority rights that he would have had if he had not left the occupation and/or shift.
 - 12) When an employee is disqualified from an occupation, he shall not be eligible to re-bid into the occupation from which he was disqualified for a period of twenty-four (24) months, unless the occupation is significantly changed or the employee provides documentation to show he has had additional training and/or schooling which qualified him for such an occupation.
- (c) **PROMOTIONS.** An employee may not claim a promotion on the basis of seniority alone. Employees shall be selected for an opening on the basis of seniority provided they have the skill and ability to perform the work. Skill and ability will be based on past education, training, and experience as set out in the posted minimum qualifications. Certification of successful completion of a Company-approved training program is acceptable.

(109) **8.33 REMOVAL PROCEDURES.**

- (a) **REJECTION OF JOBS.** If an employee working for the Company on an occupation above the pool refuses

recall to a higher previously qualified occupation, he may return to that occupation on the basis of seniority only, when as a result of a reduction in the working forces he would be otherwise displaced to the pool or be laid off.

(b) **REMOVAL FROM OCCUPATION.** Employees who are removed from an occupation because of inability to perform the work satisfactorily or for disciplinary action may not later claim that occupation on the basis of seniority provided that a record shall be made of the action taken and such record made available to the Union.

(c) **VOLUNTARY CODE REMOVALS.** All employee-initiated code removal actions in this Article are considered permanent, and the employee can only reacquire seniority rights to the occupational code so acted upon by a later AP to the code. It is understood that the employee will not be eligible for consideration on returning to the occupational code for a period of twenty-four (24) months.

- 1) An employee who is dissatisfied with the circumstances of a job may give up rights to this occupation and fill an opening on a designated previously qualified occupation. Voluntary Code Removal applicants will be inserted in the recall list by seniority. It is understood that when this takes place, the employee will be moved within ten (10) working days.
- 2) An employee who is dissatisfied with the circumstances of his job may give up rights to this occupation and bump to his next highest qualified occupational code. It is understood that when this takes place, the employee will be moved within ten (10) working days.
- 3) An employee may give up rights at any time to a previously qualified occupation(s) other than the presently assigned code. However, should the

employee elect to do this during involvement in a work reduction, the employee must so notify the Human Resources Department of this decision by 9:00 a.m. the day following the posting of the bump sheet on the job opportunity boards.

- 4) Employee's giving up rights to all codes resulting in separation from the Company will be considered as a Voluntary Quit and will not retain recall or A.P. rights.

(110) **8.34 GROUND RULES ON CODE CREDIT.**

By agreement between the Company and the Union, the following ground rules will govern in requests for code credits not listed on their seniority records.

(a) **WHEN CODE CREDIT MAY NOT BE GIVEN:**

- 1) No code credits will be given for claims to codes prior to November 3, 1986.
- 2) No pool codes will be credited.
- 3) No code credit will be given for a code worked on as Loan Labor in any case. (Loan Labor is substitute work assigned rather than sending the employee home because of lack of work on his regular job).
- 4) No code credit will be given for a code worked on while the employee was classified and paid at a higher rate.
- 5) No code credit will be given for a code worked on as temporary, favoring work as a result of a medical restriction by an employee returning to work and being paid at his regular higher rate.
- 6) No code credit will be granted while recalls exist on that code.
- 7) A code credit request will not be accepted for review by the Code Credit Committee unless the

employee has worked at least ten (10) days in the code requested.

(b) WHEN CODE CREDIT MAY BE GIVEN:

- 1) An employee assigned to the code who has worked on the code which was subsequently changed to another code classification may be given credit for the new code.

(111) **TRAINEES.** The Company and the Union recognize the need to engage employees in specialized training programs to provide needs for manpower in specialized skills and trades. These programs will be established by the Company with concurrence of the Union. Trainee developmental expectations shall be stated, and progress reviewed at each progression level. Trainees shall be paid according to the Level II progression schedule as outlined below.

(112) Trainees will be cut back first by seniority wherever employees in the code or trade where the trainee is assigned are affected in a work reduction, they will be frozen at their current progression level and placed on a recall list.

(113) **LEVEL II PROGRESSION RATE SCHEDULE.** The following procedure for Level II shall only apply for those jobs posted as Level II.

- (a) Progression from Level II to base rate shall be no more than twelve (12) months.
- (b) The rate of Level II shall be base rate of the regular code minus \$1.00.
- (c) Progression as a Level II employee shall be:
 - At the conclusion of the 3rd calendar month the employee receives a \$0.25 increase.
 - At the conclusion of the 6th calendar month the employee receives a \$0.25 increase.
 - At the conclusion of the 9th calendar month the employee receives a \$0.25 increase.

- At the conclusion of the 12th calendar month the employee receives a \$0.25 increase.

- (d) Progression is based on maximum periods of time. If an employee's progress warrants less time between intervals, that is acceptable.
- (e) Any unusual circumstances that prevent an employee from progressing as outlined must be documented and a copy provided to the union.
- (f) Employees who are unable to progress to the regular code within the time periods specified and have not been subjected to unusual circumstances, may be removed from that code.

(114) **8.35 SPECIAL SENIORITY PROVISIONS/CODE CHANGES AND DEFINITIONS**

- (a) V.C.R. - Voluntary Code Removal
- (b) C.R. - Code Removal
- (c) P.R. - Physical Restriction
- (d) R.R. - Refuse Recall
- (e) L.M. - Lower Move

(115) **8.36 SENIORITY OF COMMITTEEMEN AND AREA STEWARDS.**

- a) **TOP SENIORITY.** In order to preserve the continuity of this bargaining program, the parties agree that, during their term of office, the Union Bargaining Committeemen and Area Stewards who are engaged in day-to-day representation of employees shall have the highest seniority rating in the plant and in their respective areas and shifts.
- b) **LAYOFF.** When a layoff occurs, the Bargaining Committeemen and Area Stewards who qualify for top seniority under paragraph (a) will be retained at work in accordance with sub-paragraph (a) above as long as they are qualified to perform the work available. At the expiration of their tenure of office, they shall resume

their normal seniority rating, including time spent as Bargaining Committeeman and/or Area Steward.

- c) **SHIFT.** The parties agree that, under this Agreement, Bargaining Committeemen engage in day-to-day representation of employees. Therefore, to preserve the presence of Bargaining Committeemen on first shift for the purposes of contract administration, handling of grievances, and employee representation, Bargaining Committeemen shall have first shift preference and the highest seniority on first shift.
- d) **COMMITTEEMEN RETURNING.** At the expiration of their tenure of office, committeemen will resume their normal seniority rating including time spent as Bargaining Committeemen. The return procedure shall be as follows:

The returning employee will return to the code, department, and shift he worked immediately prior to his taking office, providing he can still hold by seniority. If he cannot hold the shift, he shall displace the least senior employee on the code in the department. If he cannot hold in the department, he shall displace the least senior employee on that code in the plant. If he cannot hold on that code, he shall follow the displacement procedure in the contract.

(116) **8.37 CNC TURNING.** Employees with the following codes will be given code credit for all of the turning codes. 8128, 8150.

(117) **8.38 MANPOWER SENIORITY.** The Manpower - Seniority Procedures relative to cutbacks and shift bumps shall be held in the following manner.

- a. **Notification for Layoff:** Employees will be given three (3) days notification for layoff defined as: "Day the employee appears on bump sheet plus two workdays (excluding Saturday and Sunday)."

Notify Wednesday: LDW Friday

Notify Thursday: LDW Monday

Notify Friday: LDW Tuesday

- b. **Shift Bumps:** Shift bumps will be handled on a weekly basis unless the manpower situation dictates that a moratorium be placed on shift bumps on a weekly basis. The decision to place a moratorium on weekly shift bumps will be made jointly by the Union and Management. The Union has indicated that the decision for a moratorium of shift bumps will be made strictly on the basis of the complexity of any simultaneous moves which are involved.

- (118) **8.39 TEMPORARY LAYOFFS (OUT-OF-WORK).** In an out-of-work situation, the supervisor will poll the most senior employee on their respective code and shift. That employee will have the option to stay at work or be sent home. If the most senior employee declines to be sent home, the supervisor will then poll in descending seniority order. If no one accepts, the least senior employee on the respective code and shift will be sent home or perform the alternative work offered. If the employee rejects the alternative work and elects to be sent home, he shall not receive an attendance occurrence. However, since alternative work was offered the employee will not receive an attendance occurrence. However, since alternative work was offered the employee will not receive any monetary compensation if he elects to go home. If the employee chose to stay and work, he will perform work on any code in their chain, or any other non-bargaining unit work offered at the sole discretion of the employer, provided that they meet FAA Safety Sensitive requirements. An out-of-work situation shall only be practiced if the code of the employee being loaned out is scheduled for eight (8) hours. Out-of-work transfers may not be used on weekends or outside of their normal shift. A union official available on the shift (committee or steward) will be made aware of any out-of-work transfers prior to.
- (119) **8.40 TEMPORARY WORK ASSIGNMENT.** In the event of a Temporary Work Assignment lasting greater than 5 workdays, the Company must post on the job

opportunity boards at least three workdays (72 hours) to allow any employee with code credit for the code needing help to volunteer. The most senior volunteer at the end of the three workdays (72 hour) period will be given the opportunity to be loaned out on a Temporary Work Assignment. Safety Sensitive codes will require drug testing. Codes involved must be utilized to the maximum extent feasible. Temporary Work Assignment is 30 days maximum unless an extension is mutually agreed upon between the Company and the Union. A Temporary Work Assignment Agreement form must be filled out completely.

- (120) **8.41 EMERGENCY TEMPORARY WORK ASSIGNMENT.** An Emergency Temporary Work Assignment can be used for up to 5 days. The Company will first notify the Union of the need of an Emergency Temporary Work Assignment. The Company and the Union will agree upon the length of time not to exceed 5 working days for an Emergency Temporary Work Assignment. Emergency Temporary Work Assignments must have a 15-day rest period between uses for the same situation. Polling will be conducted by seniority for those with code credit. Safety Sensitive codes will require drug testing. However; the supervisor may request an employee to bypass their seniority position if the employee cannot perform the work required or if business operations cannot support the transfer. The volunteer on an Emergency Temporary Work Assignment can only work the overtime on their current code. The overtime for codes involved will be at management discretion. An Emergency Temporary Work Assignment Agreement must be filled out completely.

ARTICLE 9 GRIEVANCE PROCEDURE

- (121) **9.1 GENERAL.** The Union and the employees agree that the Grievance and Arbitration procedures provided herein are adequate to provide a fair and final disposition of all

claims which may arise, and that such procedures shall be the exclusive remedy for adjusting any claim against the Company arising hereunder.

- (122) The Company and the Union recognize complaints arise in the daily conduct of business. Every effort will be made to settle these complaints prior to them being reduced to writing and entering the grievance process.
- (123) A grievance is any complaint, dispute, or controversy in which the employee or the Union claims that the Company has failed to carry out a provision of this Agreement and which involves a question concerning the interpretation or application of or compliance with this Agreement.
- (124) The disposition or settlement by and between the Company and the Union of any grievance shall be final and binding upon the Union, the employees, and the Company.
- (125) The Company and the Union agree that every effort shall be made to settle grievances at the lowest organizational level.
- (126) **STEP ONE.** Any employee or the Union collectively having a grievance or any designated member of a group shall first take the grievance up orally with his Supervisor who will attempt to adjust it. Such grievance shall be initiated within five (5) days (excluding Saturday, Sunday and Holidays) from the time he became aware of the incident. Any employee may request the Supervisor to call his Area Steward for that area to handle a grievance.

The Supervisor will notify the Area Steward for that area immediately and without further discussion of the grievance. The Supervisor shall within one (1) working day after such presentation, give to such employee and Area Steward his decision with respect to such grievance.

- (127) If a grievance is not adjusted by the Supervisor, the Union Representative may then reduce the grievance to writing on a standard grievance form and submit the grievance to the Human Resources Department. He or they shall discuss it with their supervisor within five (5) * working days. He or they may be accompanied by the Union Representative. The

supervisor will give his answer in writing within five (5) * working days.

- (128) **STEP TWO.** If the written grievance is not settled under Step 1, it must be presented by a Committeeman, in writing, within five (5) * working days by a Committeeman to the Human Resources Department. Within five (5)* working days after receipt of the written grievance, the Human Resources Representative and appropriate Management representative will meet with the Committeemen of that area. Management shall give its answer in writing within five (5) * working days following a meeting.
- (129) **STEP THREE.** If no settlement is reached under Step 2, the grievance may be presented, in writing, within five (5) * working days to the Human Resources Department. Within ten (10) * working days, after receipt of the written grievance, the Manager of Human Resources and appropriate management representatives will schedule a meeting with the International Representative, Bargaining Committee Chairman and two other representatives as designated by the Chairman. The Manager of Human Resources or his representative will give an answer in writing as soon as possible, and, in any event within five (5) * working days following the meeting.

* Excludes Saturday, Sunday and Holidays

- (130) The International Representative and the Bargaining Committee shall have power to withdraw a Third Stage Grievance, and the designated Company Representatives shall have the power to adjust a Third Stage Grievance.
- (131) **REFERRAL TO LOCAL FAIR EMPLOYMENT PRACTICE COMMITTEE.**

The Bargaining Chairman or his designated Representative, before deciding whether to take a grievance which includes a claim of discrimination under Article 1, Section 1.3 may refer the grievance to the Chairman of the Fair Employment Practices Committee of the Local Union for a factual investigation and report. Such report must be completed,

and the grievance returned not later than one (1) week following referral, provided that such period may be extended by mutual agreement. Upon return, the grievance will be taken up at the next scheduled Step 3 meeting.

- (132) **9.2 APPEAL TO ARBITRATION.** If the grievance is not settled as provided in Step 3 above, the Union may, within (45) calendar days of the receipt of the Company's answer, notify the Company in writing of its desire to appeal to arbitration or be considered settled as of Step 3. Upon receiving written notice of the Union's desire to arbitrate the grievance, each party will designate a representative; and these representatives may jointly within fourteen (14) calendar days agree on an Arbitrator and if mutually agreeable, a single Arbitrator will be selected by consent of both parties. If a single Arbitrator cannot be selected, the parties shall, within fourteen (14) calendar days thereafter, request the FMCS to submit a panel of Arbitrators who must be active members of the National Academy of Arbitrators. Each party will promptly accept or reject the first panel submitted. If such panel is so rejected, the parties shall immediately request a second panel, which must be used. The Union and the Company will alternately strike a name from the panel until a single name remains, and that person shall be the Arbitrator. If the grievance is not heard by the Arbitrator within one (1) year from the date of the Union's written notice to arbitrate, it will be considered to have been withdrawn as of Step 3. However, the International Representative and the Company Human Resources Representative may mutually agree to extend the one (1) year period to a mutually satisfactory date.
- (133) **JURISDICTION OF ARBITRATOR.** The Arbitrator shall have no power or authority, under any circumstances, to change, alter, amend, or add to the Agreement or any supplement thereto; and his decision shall be rendered on the specific grievance involved and shall be final and binding upon both parties. Any questions regarding remedies from awards may be referred back to the Arbitrator for clarification by either party.

- (134) **DECISION OF ARBITRATOR.** It shall be the responsibility of the Arbitrator to render a decision within thirty (30) working days after the submission of the case to him for decision. Such decision shall be in writing to both parties. It is further agreed that the parties hereto and the employees covered hereunder shall be bound by any decision, determinations, agreements, or settlements which may be affected, pursuant to involving the Grievance-Arbitration Procedure.
- (135) **FEES AND EXPENSES.** The fees and expenses of the Arbitrator shall be borne equally by the Company and the Union. If the Company elects to have a court reporter, these costs will be paid by the Company and a copy of such will be provided to the Union without cost. If the Union elects to have a court reporter, these costs will be paid by the Union and a copy of such will be provided to the Company without cost. If both parties elect to have a court reporter, these costs will be equally divided, with copies being provided to each party. The copies of the transcript will be provided in a timely manner.
- (136) **9.3 GENERAL.** Except by mutual agreement of the parties or unless grievances are directly related, no more than one grievance shall be submitted to an Arbitrator at any one time. A decision by an Arbitrator shall not create a basis for retroactive adjustment in any other similar case, except by mutual consent.
- (137) **9.4 EXEMPTION FROM LIABILITY.** In all cases in which the Union or any employee of the Company is given the right under the terms of this contract to present a grievance, such grievance must be presented in the manner provided in this contract. In cases involving assignment to jobs or other violations of the Agreement, the Company shall not be liable for damages arising or compensation due, prior to the date of filing the grievance in writing.
- (138) **9.5 BACK PAY AWARD.** In all cases in which pay is awarded under the grievance procedure the affected

employee or employee's interim earnings shall be deducted from the gross amount of back pay awarded.

- (139) **9.6 TIME LIMITATIONS.** Should either party fail to comply with the time limitations set forth in the above sections, the party will lose the grievance by default. However, neither party will deny a reasonable request for an extension, but all agreed upon extensions must be in writing or via electronic mail with both parties acknowledging receipt of the request.
- (140) **9.7 NO INTERRUPTION WITH PRODUCTION.** As long as this Agreement is in effect, the Union will not cause or condone its members or the employees covered by this Agreement to take part in any strike, slow-down, or other concerted interruption with production nor to picket the plants or premises. The Union recognizes the duty and obligation of its representatives to comply with this Agreement and to make every effort to induce employees to do so.
- (141) The Company shall have the right to discipline (including discharge) any employee who instigates, engages in, or gives leadership to any conduct prohibited by the no-strike, no slow-down, no sit-down provisions of the Agreement; and such discipline shall be subject to review under the grievance procedure only on the question of whether such employees instigated, engaged in, or gave leadership in such prohibited conduct.
- (142) The Company agrees not to lock out the employees covered by this Agreement. Complete or partial cessation of operations for economic reasons shall not be deemed to be a lock out.
- (143) **9.8 RIGHT TO ENTER.** The Regional Director or his designated representative, shall be granted access to the plant property for review and investigation of disputes which may arise under the terms of this Agreement, provided the Company is notified of the plant entry and the access is subject to security and escort requirements.

ARTICLE 10
UNION REPRESENTATION

- (144) **10.1 REPRESENTATION ON COMPANY TIME.** For purposes of operating under this agreement, Union representatives handling grievances and other Union business on Company time shall operate in accordance with the following provisions.
- (145) **10.2 REPRESENTATION STRUCTURE.** The Company shall recognize four (4) Bargaining Committeemen on the first shift. One of the Bargaining Committeemen shall be the Unit Chairman. The Top Officer - Bargaining Committeeman shall have the right to devote his full time paid by the Company to perform his duties as such; the remaining three (3) Bargaining Committeemen shall be part time. The Company shall also recognize six (6) Area Stewards. The number of Area Stewards shall be increased if employment in the bargaining unit exceeds 240, based on the following example; 241-280 increase one additional steward, etc. When employment decreases, stewards will be reduced using the following example, 200-161 decrease one steward, etc.
- (146) **10.3 PERMISSION TO LEAVE.** When any Union representative (ex-cept the full-time paid officer) finds it necessary to leave his job for the purpose of investigating a complaint or grievance, or handling Union business, he must notify his foreman and receive permission to leave. Permission shall not be arbitrarily denied. If he finds it necessary to enter another department, he shall, upon entering the department, notify the foreman of that department. All of the above-mentioned times must be clocked by the individual on the appropriate time ticket.
- (147) **10.4 PAY FOR LOST TIME.** Aggrieved employees will be paid base rate for time lost from work during grievance procedure meetings. Employees shall only be paid at second and third step meetings if attendance is necessary.
- (148) **10.5 ALTERNATE STEWARDS.** There shall be an Alternate Steward for each Area Steward who shall function

only when the Area Steward is absent. When the Alternate is functioning, he shall have the same responsibilities and shall be afforded the same privileges as the regular Steward. The names of all Stewards and alternates and the areas they represent shall be provided to the Company.

(149) **10.6 FUNCTIONS OF BARGAINING COMMITTEEMEN.** The functions of the Bargaining Committee will be to review and negotiate grievances in the Second Stage, to prepare grievances and to meet with Management. The Bargaining Committee will have representative jurisdiction over all the areas of representation in the plant.

(150) **10.7 SAFETY AND HEALTH REPRESENTATION.** One (1) Committeeman will be designated as the Union's Chairman of the Joint Safety and Health Committee.

(151) **10.8 REPRESENTATION.**

(a) Area Stewards shall be paid for time lost from work for handling grievances, with the understanding that such time will be devoted to the handling of grievances and that the time will not be abused and production time will be sufficient to consider the Area Stewards as full-time workers for purposes of assigning work.

(b) The pay for the officer referred to in Section 10.2 will consist of forty (40) hours per week plus the overtime he is entitled to in his normal overtime rotation in his home code and department. The officer must clock in and out for record keeping purposes.

(c) The Company will pay the other members of the Bargaining Committee for time lost handling grievances, or in grievance meetings, or in other meetings with management in the administration of the contract, or when the meeting is called by management. Such time will not be abused, and their production time will be sufficient to consider them as full-time workers for purposes of assigning work.

- (d) All pay for Union time will be at the employee's hourly rate.
- (152) **10.9 UNION OFFICE.** The Company will provide office space to the Union at a mutually agreeable location. The Company shall provide telephone equipment and internet service. The Company will provide a cellular phone to the unit chairman and unit vice chairman.
- (153) **10.10 SECURITY CLEARANCE.** If there is no Union representative with security clearance necessary to enter certain areas of the plant, the Company will provide the appropriate representative with proper applications, forms and assistance to obtain clearance.

ARTICLE 11

DISCIPLINE, SUSPENSION OR DISCHARGE

- (154) Any employee who for the purpose of being interviewed concerning discipline, is called to the plant or removed from his work to an area in the plant or to an office, or called to an office, may, if he so desires, request the presence of his Union Representative to represent him during such interview. The Company will notify the employee of his right to a Union Representative. When the Union Representative is requested by the employee, he shall be called immediately and there will be no further discussion of the case until the Union Representative arrives.
- (155) The employee and the Union, if present, will be notified of any alleged reason(s) for disciplinary action at the time the employee is being inter-viewed concerning possible discipline. The employee and the Union will be given a copy of any warning, reprimand, suspension or discipline entered on his record within three (3) working days of the action taken. To assure prompt review, a grievance resulting from a disciplinary action must be filed within five (5) workdays following such action and submitted directly to Step 2 of the Grievance Procedure.

- (156) Employee work records which existed prior to November 4, 1986 will not be used for future progressive discipline or reference, nor will an employee's work record prior to November 4, 1986 be used by either the Company or the Union in the grievance procedure or in any arbitration hearing.
- (157) Employees who receive disciplinary actions under any policy, with the exception of substance abuse, will have the action in their file for reference and future disciplinary action for a period of one year. If future disciplinary action on the same policy occurs within that one-year time frame, then all actions remain until a one-year period passes without any actions under that policy.

ARTICLE 12 SAFETY AND HEALTH

- (158) **12.1 GENERAL.** The Company shall continue to make provisions for the safety and health of its employees and the environment using EATON's MESH process. The Union shall cooperate in the Company's maintaining and improving a safe, healthful and environmentally friendly workplace.
- (159) The company in accordance with MESH practices shall provide protective devices and other equipment necessary to protect employees from injury. These practices include but are not limited to: Identification of chemicals, machine guarding improvements, personal protective equipment requirements, lock out tag out and other high-risk activities as determined by the company.
- (160) **IDENTITY OF CHEMICALS.** Chemical Identification will be through the most current MESH procedures. (e.g. Material Safety Data Sheets – MSDS available on-line).
- (161) **12.2 SAFETY COMMITTEE.** A representative safety committee shall be established to be composed of representatives of the Company and representatives of the Union. The committee shall assist, make recommendations to, cooperate with, and help in the closure of action items

along with the Environmental, Health and Safety Department of the plant. The employees on such committee at the plant shall be designated by the Safety Committee Co-Chairs (Union and the environmental health and safety manager). The committee shall consist of an equal amount of Union and company members, including the Safety Co-Chairs.

The Safety Committee shall hold periodic meetings but not more than once per month with the Manager of Health and Safety. In the discharge of its function, the Safety and Health Committee shall formulate suggested changes in existing practices and recommend such changes.

- (162) The Union shall have a Safety and Health Chairman who will be a committeeman designated by the Bargaining Committee Chairman.
- (163) **PLANT ACCESS.** Upon reasonable notice of the date, time and purpose of each visit, the Company will provide access to the plant property for the International Union Health & Safety Representative. Such representative shall comply with all Company MESH requirements.
- (164) **12.3 INDUSTRIAL INJURY.** An employee injured on the job and who is unable to return to work shall be paid for the balance of his shift.
- (165) **12.4 MILEAGE REIMBURSEMENT.** An employee, who is required to submit to a random drug screen per FAA regulations, shall be reimbursed for the mileage to and from the collection site at the current IRS rate provided the employee uses his own transportation.

ARTICLE 13

WAGES

- (166) **13.1 GENERAL.** The Company and the Union agree that the existing rate structure in Appendix A complies with their agreement and that the Company is entitled to a fair day's work for a fair day's pay. Employees shall be paid every two weeks.

(167) **13.2 WAGE INCREASES & LUMP SUM PAYMENTS.**

The Company reserves the right to make off-cycle market increases to indirect maintenance codes. In the event of a market adjustment, the Company will inform the Union at least 1 pay period in advance of the change to rate of pay.

Effective May 1, 2025:

3.0% GWI for Tier 1 Codes (28, 6, 7, 8, 9, 10, 11, 12).

Code 1022 and Tier 1 employees on Tier 2 codes get 3.0% lump sum of their base rate.

Gap to be closed by 50% between Tier 2 and Tier 1 codes (2, 3, 4, and 5).

Effective October 1, 2025:

2.0% GWI for Tier 1 codes (28, 6, 7, 8, 9, 10, 11, 12).

Code 1022 and Tier 1 employees on Tier 2 codes get 2.0% lump sum of their base rate.

Effective May 1, 2026:

3.5% GWI for Tier 1 codes (28, 1022, 2, 6, 7, 8, 9, 10, 11, 12).

Tier 1 employees on Tier 2 codes get 3.5% lump sum of their base rate.

Gap to be closed COMPLETELY between Tier 2 and Tier 1 codes.

Code 5802 will move to 6802.

Effective May 1, 2027:

3.0% GWI for all codes

(168) **13.3 WAGE SCHEDULE.** See Appendix A.

Lump Sum Payments:

- a. Any employee that is not on the active roster (i.e. STD, LTD, or any other approved leave) on April 1st of the designated Lump Sum payment date will receive the appropriate calculated Lump Sum payment, within two (2) pay periods, upon their approved return to work.

(169) **13.4 SHIFT PREMIUM.** An employee who is regularly scheduled to work on the designated second or third shift shall be paid a night-shift premium in the following amounts per hour for time worked on the designated shifts:

(a) Second Shift Premium is \$1.00

(b) Third Shift Premium is \$1.00

- (170) Shift premium is applicable only to employees regularly assigned to work the second and third shifts. Employees who work into the next succeeding shift receive no shift premium other than the regular shift premium applicable to the shift to which they are assigned.

(171) **13.5 SHORT THIRD SHIFT - DAILY WORK PAYMENT.** The Company shall pay third shift employees an amount equal to eight (8) hours at their straight time rate after working a full seven hours.

- (172) If the employee so scheduled works the eighth hour in any workday, he shall be paid for that hour at his base rate.

- (173) If the employee so scheduled works beyond eight (8) hours in any workday, he shall be paid for such hours in excess of eight (8) at time-and-one-half the sum of his base rate and shift premium.

(174) **13.6 SATURDAY, SUNDAY OR HOLIDAY WORK PAYMENT.** If the employee so scheduled works on a day

for which premium pay is payable under this Agreement, he shall be paid time-and-one-half, double time, or triple time, as the case may be, his base rate, plus receive, after he has worked a full seven (7) hours in the day, an amount equal to his base rate, for one additional hour at straight time.

- (175) If the employee so scheduled works the eighth hour in any such premium day, he shall be paid for that hour at his base rate, plus shift premium, at the applicable premium rate for the day.
- (176) If the employee so scheduled works beyond eight (8) hours in any such day, he shall be paid at the applicable premium rate for the day, of his base rate, and shift premium.
- (177) **13.7 PAYROLL DISCREPANCIES.** In the event a payroll error occurs, Human Resources will meet with the employee and Union Representative to agree on a reasonable payment schedule; not to exceed 10% of the employee's gross bi-weekly pay.

ARTICLE 14 JOB EVALUATION

- (178) **14.1 GENERAL.** A fair and equitable wage rate for each individual job is recognized by both the Company and the Union as one of the basic principles upon which good plant relationships are dependent.
- (179) For this reason, the Company agrees that whenever a new job is established in the plant a new code and rate will be placed on the job prior to any work beginning in that new job.
- (180) Such rate will give proper regard to all factors having a bearing on a fair rate.
- (181) **14.2 NEW JOB CLASSIFICATIONS.** The proposed hourly wage rate shall be submitted and discussed with the proper Union representatives with the object of obtaining agreement.

- (182) If the Union and Company are unable to agree upon the hourly wage rate, the Company may install the proposed rate. The Union may, at any time within 90 days after receipt of the proposed rate, file a grievance alleging that the classification rate does not bear a fair wage rate relationship to the wage rate structure in the plant. Grievances pertaining to the hourly wage rate shall be initiated at the second step with the proper Union Representative(s) and processed under the grievance and arbitration procedures of this Agreement. The decision shall be made effective as of the date when the employee was assigned to the new job classification.
- (183) **14.3 MINIMUM QUALIFICATIONS.** Minimum qualifications shall be part of the job description. The Company and the Union will review the minimums upon request.

ARTICLE 15 BEREAVEMENT

- (184) **BEREAVEMENT PAY.** In the event of the death of the father, mother, husband, wife, domestic partner, or their child*, child, brother, sister, stepfather, stepmother, stepbrother, stepsister, father-in-law, mother-in-law, grandparents, grandchildren, and step children of an employee, the Company will pay the employee three (3) days' pay at his regular straight-time hourly rate for eight (8) hours per day.
- * Domestic partner: a signed affidavit must be on file prior to bereavement.
- (185) In the event of the death of a brother-in-law or sister-in-law, son-in-law* or daughter-in-law* of an employee, the Company will pay the employee up to one (1) day's pay at his regular straight-time rate for eight (8) hours for attending the funeral. *Son's or daughter's current spouse.
- (186) The employee must take the time off. The time off must occur between the day of the death and three (3) days after

the funeral. The Company may require the employee to submit information to substantiate the claim for pay under this Article.

- (187) In the event that the above deaths occur during an employee's scheduled vacation, such Bereavement Pay will not be considered vacation pay, and the employee may extend his vacation by the one (1), two (2) or three (3) days as the case may be.
- (188) In the event a death occurs during the bereaved employee's medical leave, such employee will be eligible for the bereavement benefit providing the employee submits a claim prior to returning to work. The bereavement benefit can be taken only in the form of paid time off—not as pay in lieu of time off.

ARTICLE 16 VACATIONS

- (189) **16.1 GENERAL.** The parties endorse the principle of annual vacations providing opportunity for the healthful rest and recreation of all employees. They recognize that vacations should be taken to the fullest extent practicable during any scheduled shutdown of plant operations. Mandatory charged vacation days will not exceed 3 (three) days per calendar year and will be charged at the earliest scheduled shutdown of plant operations. Holiday and Shutdown schedule shall be posted no later than January 1st of that year.

We recognize that the final determination of vacation scheduling is governed by customer demands and must rest with those responsible for production scheduling.

In the event that there is a change in the posted shutdown schedule, the Company will inform employees as soon as possible to allow them to make plans accordingly.

We do agree that employees who have vacation in excess of the shutdown period will be afforded the privilege of taking those excess days in half-day increments with notice to his supervisor prior to the end of the previously worked shift.

- (190) Eligible employees who are not scheduled for vacations during a shutdown in any year shall have the privilege that year of indicating their own preference for vacation time on the basis of seniority within the code and group. If such a shutdown is not scheduled by the Company on or before January 1 of any year, other eligible employees eligible for vacations shall have a similar privilege.

- (191) **16.2 VACATION SCHEDULE.** The Company will grant and schedule annual vacations with pay computed as follows:

Company Seniority as of January 1 of the Vacation Year	Vacation
120 days but less than 5 years	2 weeks (80 hours pay)
5 years but less than 15 years	3 weeks (120 hours pay)
15 years but less than 20 years	4 weeks (160 hours pay)
20 years or more	5 weeks (200 hours pay)

Any remaining vacation will be paid out per (195) (e).

- (192) **16.3 VACATION ELIGIBILITY.** In addition to the Company seniority requirements of Section 16.2 to be eligible for a vacation, the employee must:

(a) Be on the Company active payroll, or laid off and eligible for recall, or on leave of absence for sickness or injury during the year in which the vacation is to be taken.

(193) **16.4 COMPUTATION OF VACATION PAY.** Except as provided in Section 16.6 as to employees on leave of absence, the vacation pay rate for each eligible employee shall be the current straight-time hourly rate including applicable shift premium.

(194) **16.5 RETIRING EMPLOYEE.** An employee who retires under the provisions of the Union/Company Corporation Pension Plan and whose last day worked falls in a month shown, shall be entitled to vacation pay in accordance with the schedule shown below:

<u>Month Retired</u>	<u>Entitlement</u>
December	80%
November	60%
October	40%
September	20%

(195) **16.6 MISCELLANEOUS.**

(a) **INELIGIBLES.** An employee not entitled to a paid vacation for the full period of a vacation shutdown will be considered on unpaid leave of absence during that portion of that period for which he is not paid and during which he is not scheduled to work.

(b) **SPLIT VACATIONS.** An employee entitled to a vacation in excess of one week whose scheduled vacation is split, will have the option to request his full vacation pay. A split vacation pay request will only be honored until April 1st of the vacation year in which the vacation is to be taken. (Lump Sum)

(c) **FINAL PAYOFF.** Employees with remaining vacation balance as of December 31, will be paid for all remaining vacation days no later than the second pay period the following January. Eligible employees who are on leave of absences because of sickness or injury and eligible employees on layoff will have their vacation pay calculated at their straight time hourly rate which the employee was earning on the last day he worked prior to going on leave of absence.

- (d) **TERMINATION OF SERVICE.** Vacation pay will not be paid to an employee who resigns or is discharged for cause prior to his scheduled vacation.
- (e) **PAY FOR VACATION.** Except as provided in paragraph c) above, vacation pay shall be paid to employees during the pay period in which the vacation day(s) is taken. (Pay As You Go)
- (f) **PAY FOR VACATION UPON NOTIFICATION OF LAYOFF.** An employee who has qualified for vacation pay, may request his vacation pay within three (3) days of notification of layoff.
- (g) **VACATION SCHEDULING PROCESS.** The parties agree to an annual joint review of the vacation scheduling process for the following calendar year.

ARTICLE 17 COOPERATION

- (196) **GENERAL.** The Company and the Union recognize that job security and opportunity depend upon constantly improving product quality and constantly lowering product cost through time-saving methods and equipment. Employees are encouraged to cooperate with the company to achieve maximum productivity. The main avenue by which the efficiency can be achieved is through the Eaton Business System (EBS). The company agrees to involve the bargaining unit employees in continuous improvement initiatives such as the development and deployment of, processes, machining, and work cells.
- (197) To this end the parties agree that production standards will be established fairly, equitably, and in accordance with the principle of a full day's work for a full day's pay without injury to the health or safety of employees.
- (198) Union Representatives will be notified of all new standards within their area as soon as they have been established. The foreman or supervisor will notify the Union Representative.

The Union agrees that the standard will be given a proper and fair trial by regular operators working at the job.

- (199) In the event that a standard becomes the subject of a grievance, it will be processed through regular steps of the grievance procedure as set forth in Article 9 of this Agreement. At the request of the Union, the job which is the subject of the grievance will be restudied and, if necessary, retimed, and the Union Representative will be given the opportunity to observe the operation and be advised of the manner in which the time study is being taken. The company will upon request of the Union meet and discuss a specific Production Standard problem with whomever the Union designated to counsel them on such matters.
- (200) The Union agrees to cooperate with the Company to the end that maximum production will be obtained within the plant, and the Company agrees that it will establish all standards with due regard being given to the pace that an employee can maintain, working diligently day after day.
- (201) The Company further agrees that it will provide in the time standards an adequate allowance for personal time with due regard for the conditions associated with a particular operation.

ARTICLE 18

BENEFIT COVERAGE

(202) **18.1 HOURLY SAVINGS PLAN.**

Eaton agrees to provide a defined benefit pension plan to all members of the Union at the Euclid, OH site hired through July 30, 2021. The pension plan shall be called the Pension Plan for Eaton Corporation Employees—Appendix EU (“the Plan”). The Basic Monthly Pension Rate per Year of Service shall commence at \$37.00 effective 6/13/2021.

Eaton agrees to provide pension benefits that employees accrued under the Pension Plan for Eaton Corporation in effect at the expiration of the previous Agreement through July 30, 2021, although effective 4/1/2025 the employees

will stop accruing additional years of service. However, the vesting period for the Defined Benefit will continue to accrue. 10/1/2024 employees will be eligible to participate in the 401(k)-plan match and retirement contribution referenced below.

All other provisions of the plan such as calculation of credited service, early retirement, disability retirement, and deferred vested pension provisions are as described in the plan document.

Eaton agrees to provide a 401(k) Plan (Eaton Personal Investment Plan, EPIP) to all Full-Time members of the Union to make pre-tax contribution between 1% and 50% of eligible pay. Employees hired on and after August 1, 2021, will be eligible for the 401(k) plan. Eaton agrees to match employee 401(k) contributions at the rate of fifty percent (50%) up to the first six percent (6%) of pay contributed. Vesting in the Eaton Matching is effective immediately. Eaton also agrees to a Retirement Contribution equal to two percent (2%) of gross earnings. Vesting in the Eaton Retirement Contributions occurs after 3 years of service.

All other provisions of the plan (EPIP) are as described in the plan document.

(203) 18.2 MEDICAL AND OTHER INSURANCE

The Company will provide the Eaton Flexible Benefits Program as de-scribed in the Plan documents. This program will be effective on April 1, 2012. The elements of the Program are noted below. An annual enrollment will be established each year for all eligible employees to elect choices within the Program. Employee payroll contribution rates for the Program will be established by the Company and communicated to employees during the annual enrollment period. All terms, rights, modifications and contribution levels during the life of this Agreement will apply to all employees, represented and non-represented alike. In the event of any changes, the

Company agrees to notify the local bargaining committee in advance of implementation.

The following elements are currently in the Eaton Flexible Benefits Program:

- Medical Plan
- Dental Plan
- Vision Plan
- Long Term Disability
- Accidental Death & Dismemberment Insurance Plan
- Employee Life Insurance Plan and Dependent Life Insurance Plans
- Health Care and Dependent Care Reimbursement Account Plans
- Employee Assistance Plan

In addition to the Flexible Benefits Program, represented employees at the Euclid, OH facility will receive a Short-Term Disability Plan and an Adoption Benefit Program.

(204) **18.3 BENEFIT SUMMARIES.** Statements that summarize the various benefit plans are normally available at the Eaton Benefits Website. If unavailable, employees may contact the Human Resources Department. Plan documents control all terms of benefits and any questions that arise. Summary Plan Descriptions (SPDs) and plan documents for benefits are available upon request.

(205) **18.4 TERMINATION OF INSURANCE.** An employee's medical benefits will continue while on lay off during the month he is laid off plus six (6) additional months. Benefits include medical, dental, vision, life insurance, STD, LTD, dependent life insurance and Flexible Spending Accounts. The employee will be responsible for continued payment of their contributions during this time. At the end of such time, he can apply for appropriate medical benefits at the group rate.

ARTICLE 19

BULLETIN BOARDS

- (206) The Company shall provide five (5) glass enclosed bulletin boards (48" X 36"). Such boards shall have standardized locks and keys. The bulletin boards shall be used by the Union for official Union business only. The President and/or the Chairman of the Shop Committee shall furnish an electronic copy of each bulletin to be posted by the Union to the Human Resources Manager at least one (1) hour prior to posting. Locations will be mutually agreed upon.

ARTICLE 20

LEAVES OF ABSENCE

- (207) **20.1 JURY DUTY.** An employee who is called for and reports to jury duty shall be paid by the Company for each day of jury duty served by him on which he would otherwise have been scheduled to work, or for each day of scheduled work lost due to his reporting for jury duty when he is not selected to serve, at the rate of eight (8) hours straight-time base rate, and shift premium, less the compensation paid to him for such jury duty service. This shall be payable only if the employee 1) gives the Company prior notice of such jury duty call, and 2) presents proper evidence as to the jury duty performed. In the case of an employee who is called for pre-jury duty examination and who does not serve on a jury, the day of the examination will be paid by the Company as above, providing the employee gives the Company prior notice of his direction to report.
- (a) Employees working on the second and third shift and who do not work any shift because of their jury duty service or pre-jury duty examination will receive jury duty pay.
 - (b) The intent of this Article is to assure employees who spend a day on jury duty the pay therefore provided by this Article for that day if they do not work that day. If

an employee does work any shift, or any part of the shift, payment will not be made hereunder.

- (208) **20.2 SERVING AS WITNESS.** An employee who is subpoenaed as a prosecution witness in a court proceeding dealing with a felony will be paid by the Company eight (8) hours pay at his straight-time base rate and shift premium, less the compensation paid to him for such service, for each day the employee serves as a witness on which he would otherwise have been scheduled to work, up to a maximum of three (3) days, providing the employee is not a party to the proceeding. To be paid, the employee must 1) present the subpoena to the Company, and 2) present proper evidence of time served as a witness. This section will apply only if an employee does not work his full shift, or any part of his shift, due to his reporting as a witness.
- (209) **20.3 MILITARY SERVICE.** The Company and Union do agree to extend and grant to any employees who have been inducted and/or have enlisted in any division of the Armed Services of the United States the full protection of any Federal Act and/or state law for the re-employment of veterans. It is, however, provided that if a veteran voluntarily re-enlists, any obligation of the Company to such veteran shall cease, except as otherwise provided by law.
- (210) **20.4 VETERAN EDUCATIONAL LEAVE.** Any veteran who has availed himself of approved education reimbursement as granted by the U.S. Government under the Veterans Readjustment Assistance Act shall be granted a leave of absence provided it is indicated that three-fourths of the time that such veteran is on leave will be spent in such educational endeavors.
- (211) The leave granted is for the period of education to which the veteran is entitled under the Act or one year, whichever is less. It is subject to renewal for the remaining portion of the period of entitlement or annually, whichever is less. No leave shall be granted for a period commencing after three

years from date of discharge or release from active service, whichever is later.

- (212) He will not accrue seniority for the time on the educational leave; but upon returning to employment, he will be accredited with all previously acquired seniority.
- (213) A veteran on leave of absence or renewal of such leave under this section shall be exempted from the “work” provision of Article 8, Section 8.11. Should the veteran choose to exercise seniority bumping rights to return to employment, he may do so, but he shall have no further right to a leave under this section.

(214) **20.5 VACATIONS (MILITARY).**

- (a) An individual separating his employment after January 1 to be inducted or enlisting in the Armed Services of the United States will be paid vacation to an amount, he would have been eligible for had he continued employment to July 1 of the vacation year.
- (b) A veteran returning to employment under the Re-Employment of Veterans Act will be entitled to that calendar year’s vacation eligibility determined as of July 1 of the year. Should he return to re-employment prior to a scheduled vacation period, he will receive the vacation pay at the time his vacation is scheduled or the vacation shutdown, whichever is earlier.

(215) **20.6 SUMMER ENCAMPMENT.** Employees who are in the United States Military Reserve program and are required to attend summer encampment as part of their military obligation will be paid the wage differential between their military pay and their hourly rate including shift premium just preceding their leave for up to but not exceeding eighty (80) straight-time hours of pay (10 work days).

(216) **20.7 CIVIL EMERGENCIES.** Employees in the United States Military Reserve or National Guard who are temporarily activated for a civil emergency will be paid the wage differential between their military pay and their hourly

rate including shift premium just preceding the call-up for up to eighty (80) straight-time hours (10 work days) for a single call-up or a maximum of 120 straight-time hours (15 work days) in the event two or more call-ups occur in a single twelve (12) month period.

(217) **20.8 MEDICAL LEAVE.**

- (a) A seniority employee whose absence is because of personal illness or non-occupational accident and substantiated by satisfactory medical evidence, shall be placed on medical leave of absence for a period of his continuing disability. A Short-Term Disability (STD) claim must be reported to the third-party administrator (TPA) by the 8th consecutive day of absence. Proper medical documentation must be submitted to the TPA within 15 days from the date the disability claim is reported. Any absences from the plant should continue to be communicated via the attendance call in line.
- (b) Company contributions toward an employee's insurance shall continue during medical leave of absence, for a period of 6 months while on STD and not to exceed 12 months while on LTD. The employee will be responsible for continued payment of their contributions during this time.
- (c) An employee will be placed on STD on the first day of disability for a MLOA that exceeds 7 days. The leave will be retroactive to the first day absent for administrative purposes. STD benefits will be administered according to eligibility under the Eaton Corporation Hourly standard STD Plan.

(218) **20.9 RETURNING FROM A MEDICAL LEAVE OF ABSENCE.**

- (a) An employee returning to work from a medical leave of absence shall notify the Third-Party Administrator (TPA) per MLOA procedures. In addition, the employee shall contact the Human Resources

Department of their return to work at least three (3) workdays prior to the expiration of the leave. The employee shall contact the Human Resources Department for proper placement.

- (b) He will return to the code, department, and shift he worked immediately prior to his leave, providing he can still hold by seniority. If he cannot hold the shift, he shall displace the least senior employee on the code in the department. If he cannot hold in the department, he shall displace the least senior employee on that code in the plant. If he cannot hold on that code, he shall displace the least senior employee on the next highest code to which he has seniority rights. The placement determination will be made in that sequence.

(219) **20.10 UNION LEAVE.**

- (a) Any employee appointed or elected to a permanent office in the Inter-national Union or elected to a permanent office in or as a delegate to any labor activity necessitating a leave of absence shall be granted such leave, not to exceed one (1) year and shall at the expiration either obtain a renewal thereof or be guaranteed re-employment in line with his seniority at the then current rate of pay.
- (b) Seniority will accumulate during the period of such leaves. In the event an employee on such leave of absence returns, and requests to return to his job classification before his leave expires, he shall be afforded an opportunity to so return, based on seniority, and shall give the Company sufficient notice so that necessary arrangements can be made for his return.
- (c) Union leave shall be limited to two employees during the term of this agreement and shall be without any economic benefits provided under this agreement. The Union will give the Company reasonable notice of any such leave and make every effort not to disrupt or otherwise affect Company operations.

(d) Any Union Official, Representative or delegate duly elected or appointed by the Union, will be granted a temporary leave of absence to attend school, meetings, conferences or conduct Union business relevant to their respective Union duties. Seniority will continue to accumulate during such leave. The Union will give the Company reasonable notice of any such leave and make every effort not to disrupt or otherwise affect Company operations. Such notice will include, among other details, a statement of the provisions for which such leave is requested and the expected duration thereof.

(220) **20.11 PERSONAL LEAVE.** The Company agrees to consider a leave of absence, other than medical leave, where good and sufficient reasons are shown. Such leaves shall be with loss of seniority. The length of such leave shall be mutually agreed on by the Union and Company. An employee returning from such leave of absence shall be returned in line with seniority. Such leave request will not be arbitrarily withheld.

ARTICLE 21

AGREEMENTS, AMENDMENTS, AND OTHER PROVISIONS

(221) **21.1 COMPLETE AGREEMENT.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(222) Therefore, the Company and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- (223) **21.2 PRIOR AGREEMENTS.** Any prior agreement that may arise at a later date must be reviewed by the Union and Company for current application.
- (224) **21.3 OTHER AGREEMENTS.** No contract or agreement, oral or written, affecting the employees to whom this Agreement applies shall be entered into between the Company and any employee or group of employees or their representative or representatives that will in any way conflict with or supersede this Agreement during its life except as may be mutually agreed upon by the signatory parties to this Agreement.
- (225) **21.4 AMENDMENTS.** During the term of this agreement, the provisions hereof may be amended on the basis of experience of change in circumstances by mutual agreement of the parties.
- (226) Any future agreements applying or interpreting the terms of this agreement, or on matters pertaining to hours and working conditions not in conflict with or not covered by this agreement, shall be in writing and approved by the Bargaining Unit Committee, a representative of the International Union, and the Company in order to be valid in future application of the terms of this agreement.
- (227) **21.5 GENERAL PROVISIONS.** Upon request of the International Representative or the Chairman of the Bargaining Unit, the Company will provide a list of names, addresses, and Social Security numbers of all employees in the Bargaining Unit. The Union agrees that this information will be used for Union business only, and requests limited to once each year.
- (228) **21.6 CONTRACT.** The Company shall have all Agreements and Understandings between the Company and the Union printed, for distribution to the employees.

ARTICLE 22 CHECK-OFFS

- (229) **22.1 AUTHORIZATION FOR DEDUCTION OF DUES FROM WAGES.** All employees on the date of this Agreement, are members of the Union and those who thereafter are required to become members of the Union during the life of this Agreement, shall furnish the Company with a written authorization to deduct dues and initiation fees.
- (230) **22.2 CHECK-OFF.** The Company will check-off initiation fees and monthly dues, as designated by the local Financial Secretary of the Union, as membership dues in the Union, on the basis of the individually signed voluntary check-off authorization cards. The Company will remit such check-off promptly to the Financial Secretary.
- (231) **22.3 SIGNING AUTHORIZATION CARD.** At the time of his employment, the Company will require each new employee to sign an authorization for the check-off of union dues on the authorization card. Such authorization card will be forwarded to the Financial Secretary of the Local Union along with the membership application of such employee.
- (232) **22.4 WHEN DEDUCTIONS COMMENCE.** Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company received such authorization card or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay period ending in the current month.
- (233) **22.5 INSUFFICIENT EARNINGS.** In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or additional deduction may be made from the first pay of the following month.
- (234) **22.6 REASONS WHEN DUES ARE NOT TRANSMITTED.** The Union will be notified of the reason for non-transmission of dues.

- (235) **22.7 CREDIT UNION CHECK-OFF.** The Company shall withhold from each pay period check and remit to one Financial Credit Union Institution all monies authorized in writing by and collected from an employee, for the purposes of savings and installment payments on loans at such Financial Institution. The Financial Credit Union will be chosen by the Union.
- (236) **22.8 INDEMNIFICATION.** The Union shall indemnify and hold the Company harmless from all liabilities, expenses, costs and legal fees for any claims asserted relating in any way to deduction of dues and credit union collections under this Article, and shall defend the Company at its sole expense against such claims.
- (237) **22.9 CHECK-OFF CONTRIBUTION TO UAW V-CAP.** During the life of this agreement, the company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each employee executes or has executed the following “Authorization for Assignment and check-off of Contribution to UAW V-CAP” form; provided further however, that the company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked “Authorization for assignment and check-off of contributions to UAW V-CAP” form.
- (a) Deduction shall be made only in accordance with the provisions of and in the amounts designated in said “Authorization and Check-off of Contributions to UAW V-CAP” form, together with provisions of this Agreement.
- (b) A properly executed copy of the “Authorization for Assignment and Check-off of Contributions to UAW V-CAP” form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered.

Deductions shall be made thereafter, only under the applicable “Authorization for Assignment and Check-off of Contributions to UAW V-CAP” forms which have been properly executed and are in effect.

- (c) Deductions shall be made, pursuant to the forms received by the Company, from the employee’s first pay received each month.
- (d) The Company agrees to remit said deductions promptly to UAW V-CAP, care of the Financial Secretary of the Local Union. The Company Further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.
- (e) The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Company by the Union or by reason of the Company’s compliance with the provisions of this section.

ARTICLE 23

TERM OF AGREEMENT

- (238) This Agreement shall continue in full force and effect until 11:59 P.M. on 30 April, 2028. It shall automatically renew itself from year to year thereafter unless, at least sixty (60) days and not more than ninety (90) days prior to 30 April, 2028 or any anniversary of 30, April 2028 thereafter, either party gives written notice to the other of its desire to terminate this Agreement.
- (239) If, after receipt of the said termination notice described in Paragraph 236, the parties do not reach an agreement by the termination date, this Agreement shall continue in full force and effect until agreement is reached or until either party

gives written notice to terminate this Agreement at least twenty-four (24) hours prior to the desired expiration date.

- (240) Addresses for the serving of notice shall be as follows:

To the Company:

Manager of Human Resources
Eaton Corporation
23555 Euclid Avenue
Cleveland, Ohio 44117

- (241) To The UAW:

Regional Director
UAW Region 2 B
1691 Woodlands Drive Maumee, OH 43537

- (242) In witness whereof, the parties hereto have executed this agreement as of the date first herein above stated.

- (243) The parties further agree that the undersigned have had full opportunity to proofread this document, and by signature indicated they agree to the accuracy and completeness of its content.

WITNESS FOR:

The International Union
United Automobile, Aerospace
and Agricultural Implement
Workers of America,
REGION 2 B, and its
Amalgamated Unit of
UAW Local 2262

David Green
Director
UAW Region # 2B

Aaron Shinaul
International Representative
UAW Region # 2B

Ralph L. Nazario
Unit Chairman

Ronald Wiech
Unit Vice Chairman

Marie Davirro
Bargaining Committeewoman

Wayne Grant
Bargaining Committeeman

WITNESS FOR:

Eaton Corporation

Rachel Ligman
Human Resources Manager

Hartman Aguirre
Plant Manager

Christopher Wetherson
Labor Relations Director

Meghin Lombardi
Operations Manager

Mikala Peters
Lead HR Generalist

**APPENDIX A
AND
MEMORANDUMS OF UNDERSTANDING**

**Tier 1 - Code Classification Names and Base Rates
Hired before April 1, 2004**

Code	Name	Base Rate			
		5/1/2025	10/1/2025	5/1/2026	5/1/2027
		GWI 3.00%	GWI 2.00%	GWI 3.50%	GWI 3.00%
28	Sweeper	\$25.10	\$25.60	\$26.50	\$27.30
99	CNC Machining Apprentices	N/A	N/A	N/A	N/A
1022	Crib Attendant	\$26.06	\$26.06	\$26.97	\$27.78
2000		\$27.12	\$27.12	\$28.07	\$28.91
3020	Oiler	\$28.16	\$28.16	\$28.16	\$29.00
3300	Certified Material Handler	\$28.16	\$28.16	\$28.16	\$29.00
3801	Certified Pack and Dock	\$28.16	\$28.16	\$28.16	\$29.00
4214	Certified Housing Cell Utility	\$28.98	\$28.98	\$28.98	\$29.85
4216	Certified Gear and Shaft Utility	\$28.98	\$28.98	\$28.98	\$29.85
4501	Certified Plating	\$28.98	\$28.98	\$28.98	\$29.85
4607	Process Inspection	\$28.98	\$28.98	\$28.98	\$29.85
4800	Certified Assembly	\$28.98	\$28.98	\$28.98	\$29.85
4806	Certified Bearing Fabrication	\$28.98	\$28.98	\$28.98	\$29.85
5213	Certified Gear & Shaft Machining	\$29.86	\$29.86	\$29.86	\$30.76
5802	Certified Test	\$29.86	\$29.86		
6000		\$31.79	\$32.43	\$33.57	\$34.58
6802	Certified Test (Starting May 1, 2026)			\$33.57	\$34.58
7699	Gear Inspection	\$32.82	\$33.48	\$34.65	\$35.69
7712	Certified NDT C.G.	\$32.82	\$33.48	\$34.65	\$35.69

		Base Rate			
Code	Name	5/1/2025	10/1/2025	5/1/2026	5/1/2027
		GW 3.00%	GW 2.00%	GW 3.50%	GW 3.00%
8016	Waste Treatment Operator	\$34.08	\$34.76	\$35.98	\$37.06
8128	Certified Housing Cell Turning	\$34.08	\$34.76	\$35.98	\$37.06
8150	Certified Gear & Shaft Cell Turning	\$34.08	\$34.76	\$35.98	\$37.06
8611	Gage Setter	\$34.08	\$34.76	\$35.98	\$37.06
9009	Pipefitter	\$34.63	\$35.32	\$36.56	\$37.66
9013	Air Cond. & Refrigeration	\$34.63	\$35.32	\$36.56	\$37.66
9015	Millwright	\$34.63	\$35.32	\$36.56	\$37.66
9300	Certified Gear & Spline Generation	\$34.63	\$35.32	\$36.56	\$37.66
9307	Certified Precision CNC Grind	\$34.63	\$35.32	\$36.56	\$37.66
10005	Electrician	\$35.38	\$36.09	\$37.35	\$38.47
10006	Machine Repair	\$35.38	\$36.09	\$37.35	\$38.47
10200	Tool Grind	\$35.38	\$36.09	\$37.35	\$38.47
10201	Certified FMS/CNC Milling Machining	\$35.38	\$36.09	\$37.35	\$38.47
11000		\$35.94	\$36.66	\$37.94	\$39.08
12000	Electronic Controls Technician (A)	\$36.68	\$37.41	\$38.72	\$39.88
12000	Electronic Controls Technician (B)*	\$35.38	\$36.09	\$37.35	\$38.47
12001	Instrument Calibration/Repair (A)	\$36.68	\$37.41	\$38.72	\$39.88
12001	Instrument Calibration/Repair (B)*	\$35.38	\$36.09	\$37.35	\$38.47
12203	Certified Pre-Production	\$36.68	\$37.41	\$38.72	\$39.88
12605	Certified Layout and Tool Inspection	\$36.68	\$37.41	\$38.72	\$39.88
*Paid at Wage Rate 10					

Employees on Tier 1 Wage Rates for codes 1022, 2000, 3020, 3300, 3801, 4214, 4806, 4216, 4501, 4607, 4800, 5213, and 5802 will receive a lump sum payment in accordance with the schedule below in lieu of GWI increases.

Tier 1 Lump Sum Schedule			
Code	5/1/2025	10/1/2025	5/1/2026
	3.00%	2.00%	3.50%
1022	\$1,626.14	\$1,084.10	
2000	\$1,692.29	\$1,128.19	
3020	\$1,757.18	\$1,171.46	\$2,050.05
3300	\$1,757.18	\$1,171.46	\$2,050.05
3801	\$1,757.18	\$1,171.46	\$2,050.05
4214	\$1,808.35	\$1,205.57	\$2,109.74
4216	\$1,808.35	\$1,205.57	\$2,109.74
4501	\$1,808.35	\$1,205.57	\$2,109.74
4607	\$1,808.35	\$1,205.57	\$2,109.74
4800	\$1,808.35	\$1,205.57	\$2,109.74
4806	\$1,808.35	\$1,205.57	\$2,109.74
5213	\$1,863.26	\$1,242.18	\$2,173.81
5802	\$1,863.26	\$1,242.18	
** Applies to Employees on Tier 1 codes hired on or before April 1, 2004			

Effective May 1, 2026 Wage grade 5802 – Certified Test moves to Wage Grade 6802.

Tier 2 – Code Classification Names and Base Rates
Hired on or after April 1, 2004

		Base Rate		
Code	Name	5/1/2025	5/1/2026	5/1/2027
3020	Oiler	\$26.84		
3300	Certified Material Handler	\$26.84		
3801	Certified Assembly Utility	\$26.84		
4214	Certified Housing Cell Utility	\$27.45		
4216	Certified Gear and Shaft Utility	\$27.45		
4501	Certified Plating	\$27.45		
4607	Process Inspection	\$27.45		
4800	Certified Assembly	\$27.45		
4806	Certified Bearing Fabrication	\$27.45		
5213	Certified Gear & Shaft Machining	\$28.10		
5802	Certified Test	\$28.10		

Effective May 1, 2026 Tier 2 is eliminated and all remaining Tier 2 employees move to Tier 1 Wage rates.

Red Circle / Wage Grade Changes

Employees red-circled will be paid at higher hourly rate than the base rate assigned under the schedule below. For pay rate of employees red-circled on code 3801, refer to “Certified Assembly Utility-3801 Creation Agreement” dated May 20, 2015.

Lead Operator Pay

Effective 4/1/2017 the Lead Operator will receive an additional \$2.00 per hour increase over their base rate of pay for all compensable contractual hours paid by the plant.

UAW AND EATON CORPORATION IMPORTANT PHONE NUMBERS

The numbers listed below are subject to change and are listed here only as a convenience to you. Should any number change, call Plant Security for the new number.

Human Resources	(216) 427-1596
Plant Security	(216) 551-8127
Union Office	(216) 427-1586

Memorandum of Understanding

Training

During the course of negotiations, the Union raised the concern of training within classifications and provided associated training matrices to demonstrate their concern. The company pointed out the fact that excessive “employee movement” was hampering their efforts via multiplying the amount of training required to achieve our joint goals. In many examples, the Company demonstrated that normally up to 1,900 hours of posting time has been required prior to identifying 1 (one) actual open job to be filled by hiring and the subsequent training of 6 (six) total individuals to fill this one position. Both parties agree that such a norm is not in the best interest of either party, and only further hampers our ability to both retain work and hire additional employees.

The Union and Company remain committed to the fact that training and growth are key to improvements in our product quality and on time delivery (OTD) metrics which are vital to our ranking and relationship with our customer base, future product sales and continued employee job security. The parties agreed that in order to address both parties’ concerns it was necessary to lessen “internal movement” to achieve our joint training goals. To this end, the parties have revised Article 8 and its relevant sections by increasing the amount of time spent between requests for Transfer, Advanced Placement and Voluntary Code Removal in order to properly train/cross-train those employees who elect to make such moves.

As a Learning Organization, the Company is focused on encouraging employee learning and is committed to cross-training employees within their codes. In order to meet customer commitments, training schedules will be planned around production needs. The company will meet with employees to

understand their training needs and structure a development plan in order to best meet those needs.

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