

PREAMBLE

THIS AGREEMENT made this 2nd day of June, 2013 by and between OFS Fitel , LLC for the Norcross facility and Sturbridge facility (herein jointly, the COMPANY) and the COMMUNICATIONS WORKERS OF AMERICA (UNION).

WHEREAS, The parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, the COMPANY and the UNION agree as follows with respect to the employees of the COMPANY recognized as being represented by the UNION.

ARTICLE 1 - RECOGNITION

1. The COMPANY recognizes the UNION as the exclusive representative of the following group of employees employed at the following facilities:
 - (a) Production and Maintenance employees at Atlanta Works in Gwinnett County, Georgia and Sturbridge Facility in Sturbridge, Massachusetts, but excluding all office clerical employees, plant clerical employees, professional and technical employees, guards, watchmen and supervisors as defined in the Act;
 - (b) All employees in the Five Tier Plan Occupational job classifications at Atlanta Works in Gwinnett County, Georgia, but excluding all other employees, production and maintenance employees, confidential employees, professional employees, technical employees, professional-administrative employees, Managers' (or equivalent) secretaries, guards, watchmen, and supervisors as defined in the Act.
2. Recognition is extended to the UNION consistent with certifications issued by the National Labor Relations Board, including, Certification dated March 22, 1972 in Case No. 10-RC-8956, including Card Check Agreement and Certification dated October 30, 1987, and the Consent Election held on April 9, 2001.

ARTICLE 2 - RIGHTS AND OBLIGATIONS

1. Management of the Business

The right to manage the business and to direct the working forces and operation of the business, subject to the limitations imposed by this Agreement, is vested in, and retained by, the COMPANY.

2. Federal and State Laws

In the event that any provision of this Agreement should be modified or deleted to conform to any federal or state law or regulations, or any order, determination, ruling or regulation of a federal or state executive or administrative agency or court, the COMPANY shall notify the UNION in writing. Negotiations shall then take place if requested by the UNION. In the event of such negotiations, the changes shall not be implemented until (a) agreement is reached, or (b) the COMPANY determines that timely action is required by the law, regulation, order, determination or ruling, whichever occurs sooner.

3. Nondiscrimination

- (a) There shall be no discrimination on the part of the COMPANY or the UNION, or its officers, members, representatives or agents, against any employee because of membership or non-membership in the UNION.
- (b) No employee shall be subjected to prejudice or discrimination because of action taken by representatives of the UNION in presenting grievances instituted for such employee under the provisions of this Agreement.
- (c) Neither the UNION, not its officers, members, representatives or agents, will intimidate or coerce employees into joining or continuing their membership in the UNION.
- (d) Neither the COMPANY nor the UNION shall discriminate against any employee because of such employee's race, color, creed, religion, national origin, citizenship, sex, sexual preference or orientation, marital status, age, physical or mental disability or status as a disabled veteran or a veteran of the Vietnam era.

ARTICLE 3 - DEFINED TERMS

The following definitions are applicable to terms in this and any other agreements between the COMPANY and the UNION:

- (a) **Adjusted Rate ---**
An employee's total rate, resulting from the sum of his or her Standard Rate and any applicable Wage Protection Allowance, and any Special Hourly Payments, Special Supplementary Wage Treatment, and Additional Special Supplementary Wage Treatment.
- (b) **Agent ---**
An individual who is not an employee of the COMPANY in the bargaining unit recognized in accordance with ARTICLE 1, RECOGNITION who has been so designated by the UNION in accordance with Paragraph 2(a) of ARTICLE 4, UNION REPRESENTATION.
- (c) **Day In Lieu of Saturday ---**
For a 7-DAY COVERAGE or CON-OPS EMPLOYEE, the first (1st) NONSCHEDULED DAY in the WORKWEEK when operations are on a 5-day or 4-day schedule basis, or the sixth (6th) scheduled day in the WORKWEEK when operations are on a 6-day schedule basis.
- (d) **Day in Lieu of Sunday**
For a 7-DAY COVERAGE or CON-OPS EMPLOYEE, the second (2nd) NONSCHEDULED DAY in the WORKWEEK when operations are on a 5-day or 4-day schedule basis, or the one (1) NONSCHEDULED DAY in the WORKWEEK when operations are on a 6-day schedule basis.
- (e) **Dismissed ---**
Termination due to poor or marginal performance, employee's unsuitability on present assignment, poor attendance or excessive lateness or unsatisfactory conduct for just cause in accordance with ARTICLE 6(2)(d).
- (f) **Double Time ---**
Pay at two hundred percent (200%) of an employee's ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES.
- (g) **Double Time and One-Half ---**
Pay at two hundred and fifty percent (250%) of an employee's ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES.
- (h) **Interim Status ---**
A non-disciplinary interruption of employment without pay after an employee has been charged for a crime for which he or she would be terminated if found guilty and continuing until a disposition of the charge or charges or further action by the COMPANY.
- (i) **Journeyman ---**
A QUALIFIED employee in a skilled trade or craft who has completed an apprenticeship or equivalent training and who is expected to perform all levels of work within his or her base trade and complete any assignment consistent with skills acquired through previous experience and/or training.

- (j) **Layoff or Laid Off ---**
A termination of employment arising out of a reduction in the force due to lack of work. Under the following circumstances an employee's services shall not be considered terminated by LAYOFF nor shall an employee be considered LAID OFF: (1) when the employee's services are temporarily interrupted because of but not limited to such causes as material shortage, equipment failure, power failure, labor dispute, or other circumstances which cause a temporary cessation or reduction in operations; (2) when the employee is not reinstated from Leave of Absence.
- (k) **Loaned Employee---**
An employee whose normal assignment has been changed for a period of time as specified in the applicable Local Appendices, without change in the employee's employment and payroll records.
- (l) **Maximum Rate ---**
The top rate of the progression scale for a specific Wage Schedule.
- (m) **Minimum Rate ---**
The minimum rate of the progression scale for a specific Wage Schedule.
- (n) **Net Credited Service ---**
See TERM OF EMPLOYMENT.
- (o) **Night Tour ---**
When the employee's SCHEDULED DAILY TOUR falls wholly or in part between 6 P.M. and 6 A.M.
- (p) **Night Work Bonus ---**
A bonus of ten percent (10%) of an employee's ADJUSTED RATE.
- (q) **Nonscheduled Day ---**
A day outside the SCHEDULED WEEKLY TOUR.
- (r) **Officer ---**
An AGENT or REPRESENTATIVE who has been so designated by the UNION in accordance with Paragraph 2(a) of ARTICLE 4, UNION REPRESENTATION.
- (s) **Production Occupation ---**
An Occupational Job Classification in a Production Level requiring certain levels of expertise, proficiency and competence which is associated with the manufacture and assembly of products and which is assigned to an organizational unit functionally responsible for such services in the manufacture of products.
- (t) **Representative ---**
An employee of the COMPANY in the bargaining unit recognized in accordance with ARTICLE 1, RECOGNITION who has been so designated by the UNION in accordance with Paragraph 2(a) of ARTICLE 4, UNION REPRESENTATION.
- (u) **Scheduled Daily Tour ---**
The hours in a day an employee is scheduled to work, excluding any unpaid meal or overtime periods. An entire tour which begins four (4) hours or less before midnight shall be considered to be a tour on the following calendar day.
- (v) **Scheduled Weekly Tour ---**
The portion of the WORKWEEK comprised of SCHEDULED DAILY TOURS, but excluding NONSCHEDULED DAYS.
- (w) **7-Day Coverage Bonus ---**
A bonus of ten percent (10%) of an employee's ADJUSTED RATE.
- (x) **7-Day Coverage Employee ---**
An employee whose SCHEDULED WEEKLY TOUR involves special or rotating tours which frequently include working on calendar Saturdays and/or Sundays, and who works on a 7-DAY COVERAGE JOB.
- (y) **7-Day Coverage Job ---**
A job which, because of the nature of the work or the demands of the business, regularly requires operations on all seven (7) days of the WORKWEEK.
- (z) **Standard Rate ---**
A rate of pay assigned to an employee based on the employee's Occupational Job Classification.
- (aa) **Term of Employment ---**
A period of credited employment as computed by the COMPANY under the OFS Pension Plan.
- (bb) **Time and One-Half ---**

Pay at one hundred and fifty percent (150%) of an employee's ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES.

(cc) Trades Occupation ---

A skilled trades or craft job in a Trades Occupational Job Classification which is associated with the construction, repair and maintenance of tools, machines, equipment, buildings and service systems used in the manufacture of the COMPANY's products and which is assigned to an organizational unit functionally responsible for such services.

(dd) Workweek ---

Seven (7) consecutive calendar days beginning with Monday, except that for employees on shifts which start less than four (4) hours before Sunday midnight and extend into Monday, the WORKWEEK shall be considered as beginning with the start of such shifts.

The use of the masculine or feminine gender or titles in this and any other agreement between the COMPANY and the UNION shall be construed as including both genders and not as a sex limitation unless the agreement clearly requires a different construction.

ARTICLE 4 - UNION REPRESENTATION

1. Collective Bargaining Procedure

- a) Collective bargaining shall be conducted by authorized bargaining representatives of the COMPANY and of the UNION. The parties shall notify each other initially in writing of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the UNION shall be signed by the President of the Local UNION.
- b) Neither the COMPANY nor the UNION shall be represented ordinarily in collective bargaining meetings by more than five (5) persons.
- c) Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The party requesting the meeting shall provide the other party with reasonable advance notice of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.
- d) The COMPANY'S designated Representative shall not be required to bargain collectively unless at least two (2) UNION REPRESENTATIVES designated for such purpose, are present.

2. Authorization Procedures for Bargaining Representatives

- a) The UNION shall advise the COMPANY in writing of the names of its REPRESENTATIVES and AGENTS and their respective authorities (including titles of the UNION OFFICERS). Such notification shall be signed by the President of the UNION.
- b) It is agreed that there shall be no more than one (1) such UNION REPRESENTATIVE for each twenty (20) employees in the bargaining unit as of the close of the previous fiscal month. There shall be a minimum of five (5) such UNION REPRESENTATIVES in the bargaining unit.

3. Excused Absences for UNION Duties

- a) Upon request, the COMPANY will excuse a UNION REPRESENTATIVE from COMPANY duties to perform UNION duties, provided the work situation permits and provided the UNION REPRESENTATIVE:
 - 1) Coordinates in advance with his or her supervisor for the period of such time off, and where such time for UNION duties shall not be unreasonably denied.
 - 2) Obtains certification of the time the REPRESENTATIVE leaves his or her COMPANY duties;

- 3) Makes the necessary arrangements with the supervisor with whom the employee wishes to confer or with the supervisor in charge of the area where the observation of a work operation or condition is necessary;
 - 4) Notifies his or her supervisor upon return to assigned COMPANY duty and obtains certification of the time of return;
 - 5) Complies at all times with the COMPANY'S time recording and pass routines; and,
 - 6) Carries out the UNION duties involved in such manner that there is the least interference with COMPANY activities.
- b) A REPRESENTATIVE shall be paid his/her ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES for time lost from assigned COMPANY duties when conferring with Management during the REPRESENTATIVE'S regularly scheduled working hours.

Meetings with	Number of Representatives to be paid
1 st level	1
2 nd level	2
Company Bargaining Agent	3

The determination of paid UNION REPRESENTATIVES shall not preclude the UNION from having additional REPRESENTATIVES in attendance in any meetings.

- (1) A REPRESENTATIVE shall not be paid for time spent in collective bargaining meetings.
- (2) A REPRESENTATIVE shall be paid his/her ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES while attending a meeting between a supervisor and an employee from which discipline may be imposed, provided that such attendance occurs during the REPRESENTATIVE'S regularly scheduled working hours with the COMPANY.
- (3) A REPRESENTATIVE or other employee shall be paid his/her ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES for time lost from assigned COMPANY duties during his/her regularly scheduled working hours to participate in joint UNION-Management activities. [REPRESENTATIVES or other employees qualifying for such pay must notify the COMPANY in advance of their planned participation.]
- (4) For certain joint UNION-Management activities, a REPRESENTATIVE or other employee may, upon pre-approval, be treated as follows:
 - (i) REPRESENTATIVE or employee may be paid his/her ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES for pre-approved and reasonable travel time associated with such joint UNION-Management activities.
 - (ii) Such REPRESENTATIVE or employee may be reimbursed for reasonable travel, board and lodging expenses which are directly associated with such joint UNION-Management activities. Reimbursement shall be subject to the COMPANY'S normal and customary expense reimbursement policy and procedures.
- (5) The COMPANY and the UNION agree that the UNION will have the opportunity to meet with newly hired and transferred employees into the bargaining unit as part of the overall orientation process for the purpose of furnishing information about the UNION. The UNION'S segment will be limited to sixty (60) minutes. If this presentation occurs during the UNION

REPRESENTATIVE'S normal COMPANY working hours, he/she shall be paid the ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES.

- (6) In addition, the COMPANY also agrees to introduce employees transferring into a different work group to the REPRESENTATIVE assigned to that area.

4. Non-Paid Time Off

A REPRESENTATIVE may be excused from his/her COMPANY duties without pay to perform UNION duties other than those related to the administration of the contract, with consideration given to the needs of the UNION and also to the needs of the business.

5. Leaves of Absence for UNION Business

- (a) Upon written request by the UNION, that is provided reasonably in advance so as not to disrupt operations, the COMPANY may grant a REPRESENTATIVE who is an employee an unpaid leave of absence for one (1) month or more to perform UNION duties other than those related to the negotiation or administration of the contract.
- (b) All absences of more than one (1) month shall be covered by a formal Leave of Absence stating the purpose for which the Leave of Absence is granted and the conditions pertaining thereto. TERM OF EMPLOYMENT will be broken and such Leave of Absence will automatically terminate if and when the employee ceases to engage in the activities for which the Leave of Absence was granted, or if and when any part of the absence is used for activities other than for which the Leave of Absence was granted or adverse to the business interests of the COMPANY.
- (c) Upon the expiration date of such a Leave of Absence, the employee shall, subject to the Movement of Personnel provisions of the specified Local Appendices, be reinstated to available work generally similar to that which was last engaged in prior to the Leave of Absence and for which the employee is qualified. Upon reinstatement the employee shall be placed on payroll at the base pay rate received when the Leave of Absence began, adjusted for any changes in wage levels made during the period of absence. If the employee would have otherwise been laid off during the course of their leave, upon reinstatement the employee will be laid off.
- (d) Such Leaves of Absence shall be treated in the same manner as other unpaid Leaves of Absence granted by the COMPANY except that prior credited service with the COMPANY and credit in TERM OF EMPLOYMENT for the time of the absence shall be granted upon subsequent reinstatement from the Leave of Absence.
- (e) A REPRESENTATIVE'S TERM OF EMPLOYMENT will be broken if he/she fails to return to work on or before the day following the expiration date of such a Leave of Absence except when prior arrangements have been agreed to in writing. Such a Leave of Absence may be terminated prior to the expiration date, if the REPRESENTATIVE gives the COMPANY ten (10) days prior written notice of intention to return to work and returns to work on the date specified. However, unless otherwise provided in the written conditions nothing in this Agreement shall prevent the REPRESENTATIVE from being impacted by a layoff in the same manner as any other employee on a Leave of Absence.

6. Agency Shop Provisions (Applicable where permitted by law)

- (a) Each employee who is a member of the UNION or who is obligated to tender to the UNION amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, pay or tender to the UNION amounts equal to the

periodic dues applicable to members, for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth (30th) day after such entrance, whichever of these dates is later, until the termination of this Agreement.

- (b) Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the UNION amounts equal to the periodic dues applicable to members, shall, as a condition of employment, pay or tender to the UNION amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.
- (c) The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit (transfers out of the bargaining unit, removal from the payroll of the COMPANY and leaves of absence for more than one (1) month duration) by any such employee but shall reapply to such employee on the thirtieth (30th) day following his or her return to the bargaining unit.

ARTICLE 5 – UNION-MANAGEMENT RELATIONS

1. Conducting UNION Business on COMPANY Premises

- (a) Neither the UNION nor any employee shall solicit UNION membership on COMPANY premises during the assigned working time of the employees involved in the solicitation, nor shall any other UNION business be conducted on COMPANY premises except:
 - (1) Collective bargaining or conferring with COMPANY representatives, or the observation of a work operation or condition related to a specific grievance when such observation can properly be conducted only during the working time of the employees involved, in which case observation shall be limited to the scheduled shift of the employees involved.
 - (2) The distribution of UNION material such as but not limited to papers, leaflets, handbills or literature may be made by the UNION or an employee, provided such distribution is not made in working areas (as designated by the COMPANY) or during the assigned working time of the employees involved, and provided such distribution does not interfere with work operations or provoke disorder, or result in littering of the premises.

2. Access of UNION AGENTS and/or Officials to COMPANY Premises

- (a) Accredited UNION AGENTS and/or officials not employed by the COMPANY will have reasonable access to COMPANY premises for the purposes of conferring with Management and/or to conduct UNION business. Access to COMPANY premises for attending Company/Employee meetings, or conferring with Union Members during non-work hours such as, but not limited to; breaks, lunches, prior to and after shifts, will be subject to mutual agreement and prior notification. Such access, described herein, will be approved provided:
 - (1) Application for such access is approved in advance by the COMPANY's Bargaining Agent or such Bargaining Agent's delegate.
 - (2) All visitors must comply with the COMPANY's security procedures and rules covering access to and movement of visitors within COMPANY premises; where such access shall not be unreasonably denied.

3. Notices to the UNION

- (a) The COMPANY shall provide advanced timely notification, where practicable, to the Local UNION President and/or designee, in writing of the following:
 - (1) Name of employees hired, rehired, recalled, reinstated from approved Leaves of Absence or transferred into the bargaining unit;
 - (2) Planned Layoffs, at least fifteen (15) days notice in advance of such LAYOFFS due to lack of work;
 - (3) Leaves of Absence, resignations, retirements or transfers out of the bargaining unit;
 - (4) Changes of shift assignments that would alter the amount of the shift differential received and forced shift assignment changes shall require at least a one (1) week notice;
 - (5) Changes in the structure of the overtime schedule;
 - (6) Formal Transfers in position;
 - (7) Temporary Upgrades on a monthly basis;
- (b) Disciplinary action except as provided below.
 - (1) When an employee is DISMISSED, such notice to the Local UNION President or designee shall precede the dismissal except when the COMPANY considers it necessary to remove the employee immediately from COMPANY premises; it may do so without advance notice, in such case, the Local UNION President or designee shall be advised forthwith. Where practical, a UNION REPRESENTATIVE will be allowed to meet with the affected employee prior to the disciplinary meeting with the COMPANY.
- (c) The effect of failure to provide a required written notice under this Section shall be to extend the time limits under ARTICLE 6-GRIEVANCE PROCEDURE, until such notice is provided.

4. Payroll Dues Deduction Procedures

- (a) Upon receipt of a Payroll Deduction Authorization from an employee, the COMPANY will initiate deductions for amounts equal to UNION Dues (and, if authorized, an Initiation Fee) from such employee's wages, sickness or disability payments, or other benefit payments or vacation payments.
 - (1) Deduction shall be made from the employee's wages, sickness or disability payments, or other benefit payments or vacation payments on a weekly basis with installments in the first four (4) fiscal weeks each month.
 - (2) Deductions shall begin during the first (1st) payroll period in the month following receipt of a newly executed Payroll Deduction Authorization by the COMPANY, and provided there is sufficient pay available to cover the amount authorized after the following deductions have been made:
 - (i) those required by law, and,
 - (ii) those authorized for Employee Benefit Plan Contributions.
 - (3) If the scheduled deduction for amounts equal to UNION dues cannot be made in the

period(s) specified above, such deduction(s) will be made during the consecutive payroll periods ending no later than the last payroll period in the following month.

- (4) Payroll Deduction Authorizations shall be suspended when an employee:
 - (i) is transferred to a job that is not represented by the Communications Workers of America,
 - (ii) goes on a leave of absence of more than one (1) month; or,
 - (iii) is removed from the payroll of the COMPANY.
- (5) Payroll Deduction Authorizations suspended in accordance with Paragraph 4(a)(4) shall be reactivated on the first (1st) payroll period following the return of an employee to a job that is represented by the UNION.
- (6) Except as provided in Paragraph 4(a)(4), Payroll Deduction Authorizations shall remain in effect when an individual is employed by the COMPANY unless cancelled by such employee. Such cancellation must be individually sent to the COMPANY and to the UNION by certified mail, during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent collective bargaining agreement.
- (7) In the event an employee who cancels a Payroll Deduction Authorization, in accordance with the above paragraph, wishes to resume deductions for amounts equal to UNION dues, such employee shall be obligated to complete a new Payroll Deduction Authorization.
- (8) By written certification, the UNION shall keep the COMPANY currently informed of the amount of regular monthly dues in effect.
- (9) Certifications which change the amounts equal to UNION dues will be accepted by the COMPANY no more than three (3) times in any calendar year.
- (10) Amounts deducted in accordance with the above provisions shall be remitted to the UNION no later than the end of the second (2nd) week following the month during which the deductions were made. The COMPANY shall deliver to the UNION a check for the amount due, payable to the UNION, and a list showing the names of employees from whose pay:
 - (i) Regular deductions have been made;
 - (ii) No deduction has been made because of cancellation of authorization;
 - (iii) No deduction has been made because of revocation of authorization;
 - (iv) No deduction has been made because of insufficient earnings in this pay period;
 - (v) Deduction has been made for a prior month.
- (11) It is recognized that the suspension, reactivation and cancellation procedures for Payroll Deduction Authorizations shall be observed for all employees in the bargaining unit on the effective date of this Agreement.
- (12) It is understood that the COMPANY assumes no responsibility for the consequences of any failure to make such deduction or mistakes in connection therewith and that neither the COMPANY nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss.

5. Bulletin Boards

- (a) The COMPANY will furnish, install and maintain a reasonable number of bulletin boards in locations mutually agreeable to the COMPANY and the UNION. The size, general type of the

bulletin boards shall be mutually agreeable to the COMPANY and the UNION.

- (b) Bulletin boards shall be the property of the COMPANY.
- (c) Bulletin boards shall be used for the sole purpose of posting UNION notices. The COMPANY may give blanket approval for the posting of routine notices.
- (d) The UNION assumes responsibility for complete compliance with the provisions of Paragraph 5(c) and in the event of violation, the COMPANY may withdraw the privilege as to any or all bulletin boards and may remove the same, at any time on one (1) week's written notice to the UNION.

6. Maintenance of Work Operations

- (a) There shall be no strikes, sympathy strikes, work stoppages, slowdowns, or other interferences with or interruptions of work operations, including absences from assigned COMPANY duties to attend UNION meetings at any time during the period of this Agreement. No OFFICER, AGENT or REPRESENTATIVE of the UNION shall authorize, instigate or condone any such activity. No employee shall participate in any such activity. By way of penalty for any violation of the foregoing, the COMPANY shall have the right to take disciplinary action against any employee participating in the violation.
- (b) The COMPANY shall not lockout employees during the term of this Agreement.

7. COPE PAC Deductions

- (a) The Company will continue procedures to permit CWA-represented employees to contribute to the CWA-COPE Political Action Committee ("CWA-COPE PAC") through payroll deductions. Such procedures shall continue in effect during the term of this Agreement.
- (b) As provided for in the regulations of the Federal Election Committee, the Union will reimburse the Company for the costs of development, implementation and administration of the payroll deduction system for CWA-COPE PAC.
- (c) Payroll deductions authorized pursuant to Paragraph 7(a) will be transmitted to the Treasurer of CWA-COPE PAC on a monthly basis.

**APPENDIX 5-A
PAYROLL DEDUCTION AUTHORIZATION**

____ - ____ - _____

Name: _____

Social Security Number

Last

First

Middle Initial

I hereby authorize OFS to deduct from my wages, sickness or disability payments, or other benefit payments or vacation payments, an amount equal to regular monthly Union Dues. If for any reason OFS fails or is unable to make a deduction, I authorize OFS to make such deduction in a subsequent payroll period.

The amount equal to regular monthly Union dues shall be that which is certified to OFS by the Communications Workers of America for the bargaining unit and job in which I am employed and shall automatically be adjusted for any bargaining unit and job changes.

This authorization shall remain in effect when I am employed by OFS unless cancelled by me. Such cancellations must be individually sent to my OFS Payroll Office and to the Union Local by Certified Mail during the fourteen (14) day period prior to the anniversary date or termination date of the current or subsequent Collective Bargaining Agreement, and shall be effective on the first payroll period in the following month.

This authorization is voluntarily made in order to pay my fair share of the Union's cost of representing me for purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

In addition, I authorize OFS to deduct from my wages or other payments an amount of \$ _____ in payment of my initiation fee.

Amounts deducted in accordance with this authorization are not deductible as charitable contributions for federal income tax purposes.

Date

Signature of Employee

Employee Work Location

Union Local

OFS BrightWave, L.L.C. (or OFS Fitel, L.L.C.)

ARTICLE 6 – GRIEVANCE PROCEDURE

1. General

- (a) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, or other terms and conditions of employment, the following procedures shall apply.
- (b) Any individual employee or group of employees shall have the right at any time to present matters in their own interest to the COMPANY and to have such matters adjusted, without the intervention of the UNION, as long as the adjustment is not inconsistent with this Agreement and provided the UNION has been given an opportunity to be present at such adjustment.
- (c) Grievances presented by employees for settlement by the UNION, except as otherwise provided in this or any other written agreement between the COMPANY and the UNION, shall be presented as outlined below and settlement sought at any one of the steps indicated. It is agreed by the parties that all grievances should be resolved at the lowest possible level.
- (d) After a REPRESENTATIVE has referred a grievance to the COMPANY for adjustment, the COMPANY will not discuss the matter with the employee involved nor adjust the grievance pending settlement with the UNION.

2. Disciplinary Matters

- (a) Any grievance involving the suspension or DISMISSAL of an individual employee shall be submitted in writing to the Company's designated representative within fifteen (15) standard working days after the UNION receives notice of the suspension or DISMISSAL. The grievance shall state with specificity the grounds for the grievance. If such a grievance is not submitted within the fifteen (15) standard working day period, the matter shall be considered closed.
- (b) The COMPANY shall submit a written answer to the grievance within ten (10) standard working days of the date of the receipt of the grievance. If the grievance is rejected in a timely manner or, if such answer is not timely submitted within the ten (10) day period, the grievance shall be considered rejected and the grievance procedure shall be exhausted.
- (c) In the event the COMPANY determines that circumstances warrant, it may issue a "paper suspension" in lieu of an actual suspension. In such case, the COMPANY will specify the amount of time off that would have applied, but the employee shall lose no time or pay as the result of such action.
 - 1) The COMPANY and the UNION agree that a paper suspension shall carry precisely the same impact as an actual suspension with regard to progressive discipline. The parties also agree that the imposition or failure to impose a paper suspension in lieu of an actual suspension shall not constitute a precedent with regard to any other case.
 - 2) In the event the UNION wishes to challenge the imposition of a paper suspension it may do so by filing a written grievance under Paragraph 2(a) and specifying the precise grounds for its challenge. If the UNION disagrees with the Company's position on the grievance, then such matter may continue through the grievance procedure up to and including arbitration in accordance with ARTICLE 7, ARBITRATION.
- (d) No employee may be DISMISSED, suspended or otherwise disciplined except for just cause.

3. Interim Status

- (a) Any grievance involving INTERIM STATUS suspension of an individual employee shall be subject to the time limits of ARTICLE 6(2)(a).

4. Grievance Procedure

- (a) Any grievance may be presented verbally prior to the first level. Normally it will involve a REPRESENTATIVE of the Local and a duly designated representative of the COMPANY, often the immediate supervisor of the aggrieved employee(s). Any adjustment or settlement of a grievance at this stage shall be binding for the particular grievance involved, but shall not be used as precedent by either party. Nothing in this process shall prevent an employee from presenting his/her complaint verbally to his/her immediate supervisor. However, to the extent that the resolution of the complaint is to be considered resolution of a grievance, the suggested resolution must be provided to a REPRESENTATIVE with adequate time for response. If the REPRESENTATIVE disagrees with the resolution, he/she may appeal the entire matter to the Step 1.

STEP 1: (Informal Procedure)

Grievances which can be settled informally between a REPRESENTATIVE and the first level management may be processed without formal written procedures. Grievances shall be answered within five (5) standard working days at Step 1 following presentation by the LOCAL UNION. If a satisfactory settlement cannot be reached informally at Step 1 and the UNION wishes to process the grievance further, the grievance shall be presented formally to second level management within thirty (30) standard working days of the action or when the UNION is made aware of the action, whichever is later. If such grievance is not submitted within the thirty (30) standard working day period, the matter shall be considered closed.

STEP 2: (Formal Procedure)

Grievances not settled at Step 1 may be presented in writing to second level management at Step 2. No more than two (2) REPRESENTATIVES will be paid at this step. The written request shall be sent to the duly designated representative of the COMPANY, normally second level of supervision of the aggrieved employee(s), and shall state the name(s) of the grievant(s), the issue being grieved, the contract provisions alleged to have been violated, if any, and the remedy sought and shall be delivered to the COMPANY representative prior to the Step 2 meeting.

A meeting to discuss the grievance shall be held promptly, but not later than seven (7) calendar days after receipt by the COMPANY of the grievance or the notice of the appeal. The COMPANY shall answer the grievance in writing within ten (10) standard working days of the close of the grievance meeting. If no appeal is filed after the decision is received and the time for the appeal has expired, the grievance shall be considered closed.

STEP 3:

If the written grievance is not resolved at Step 2 it must be presented to the Company's designated location representative within ten (10) standard working days after the date the UNION received the answer from Step 2. If the response is not issued within the time limit, the UNION shall have the option of continuing with the grievance at Step 2 or advancing the grievance directly to Step 3. In any event, the time limit for advancing the grievance to Step 3 shall not commence running until such decision is received by the UNION.

A meeting to discuss the grievance shall be held promptly, but not later than fifteen (15) standard working days after receipt by the COMPANY of the grievance or the notice of the appeal. The

COMPANY shall answer the grievance in writing within ten (10) standard working days of the close of the grievance meeting. If no appeal is filed after the decision is received and the time for the appeal has expired, the grievance shall be considered closed

If the Step 3 decision is not issued within the above time limit the UNION shall have the option of continuing with the grievance at this level or advancing the grievance directly to arbitration. In any event the time limit for advancing the grievance to arbitration shall not commence running until such decision is received by the UNION. If no appeal is filed after the decision is received and the time for the appeal has expired the grievance shall be considered closed.

- (b) On an individual grievance basis and by mutual agreement in writing, the parties who are to hear the grievance at the next higher step may agree to waive either Step 1 or Step 2, or both in the grievance procedure, but in no event shall Step 3 be omitted or bypassed.
- (c) All notices required pursuant to this Article shall be hand delivered or postmarked by the United States Postal Service within the time periods set forth herein.
- (d) The COMPANY and the UNION may mutually agree to extend the time limits specified in the grievance procedure, provided such agreement is specified in writing, is limited to a specific grievance, and a new date is established.

5. National Grievance Step

- (a) The parties agree to conduct regular meetings at the National Level for the purpose of resolving grievances that may arise during the term of this Agreement concerning National Contract items through the Term of this Agreement.
- (b) If after a grievance involving a National Contract item cannot be satisfactorily resolved through the Grievance Steps at the Local Level and prior to submission to the arbitration process, such grievance may be submitted to the National Level for consideration. Such submission shall be done in writing, using the agreed to form by the Local Union and submitted to the UNION Bargaining Agent and the COMPANY Bargaining Agent.
- (c) In the event that the UNION Bargaining Agent and COMPANY Bargaining Agent do not concur that it is appropriate to submit the grievance to the National Step, the UNION will have the option of advancing the grievance to arbitration in accordance with this Agreement.
- (d) The Local UNION may present a grievance to the National Step not later than 60 days following receipt of the COMPANY's written answer to a grievance at Step 3. If a grievance is neither presented to the National Step nor to Arbitration in accordance with the provisions of ARTICLE 7, ARBITRATION, within 60 days, the grievance shall be considered closed. Time limits may be extended by mutual agreement in advance of the 60th day, and in writing.
- (e) A grievance submitted to the National Step shall be placed on the agenda for the next regular scheduled meeting on National Contract items. Such meeting will, at the discretion of the UNION, include the Local Union President and such UNION Representatives as necessary.
- (f) The COMPANY shall provide a written answer to the grievance within twenty-one (21) calendar days following the conclusion of the National Step meeting.
- (g) In the event that any grievance submitted to the National Step is not resolved, the UNION may submit such grievance to Arbitration (provided the issue is otherwise subject to the provisions of said ARTICLE 7, ARBITRATION) during the 60-day period following the date of the COMPANY's written answer to the grievance following discussions at the National Step. Time limits may be extended by mutual agreement in advance of the 60th day, and in writing.

ARTICLE 7—ARBITRATION

1. Process

If the written grievance is not resolved in accordance with the procedures in ARTICLE 6, GRIEVANCE PROCEDURE, the UNION may submit the written grievance to arbitration. The UNION'S demand for arbitration must be in writing and must be submitted to the COMPANY within sixty (60) days after its receipt of the COMPANY'S answer. Unless such notice is filed the grievance shall be considered closed. The arbitrator shall be selected from the Joint Panel of Arbitrators in accordance with the process jointly determined by the parties. The arbitrator shall render his/her written award within thirty (30) calendar days unless otherwise agreed by the parties.

2. General

- (a) Any written grievance between the UNION and the COMPANY with respect to the interpretation of any provision of this Agreement or the performance of any obligation hereunder may be referred, during the life of this Agreement, to an Arbitrator in accordance with the procedures hereinafter set forth.
- (b) Each referral to arbitration shall embrace but one (1) such matter in dispute unless otherwise stipulated to by agreement between the UNION and the COMPANY.
- (c) The Arbitrator shall have no authority to:
 - 1) Add to, or subtract from, or in any way modify the provisions of this Agreement;
 - 2) Include in the award an obligation for the COMPANY to make any retroactive adjustment in pay, except as provided in ARTICLE 8, OCCUPATIONAL JOB CLASSIFICATIONS between the parties, for any period thirty (30) standard working days prior to the date the grievance was initiated.
- (d) Grievances concerning disciplinary DISMISSAL or suspension or INTERIM STATUS for employees having a TERM OF EMPLOYMENT of six (6) months or less are not arbitrable.
- (e) The hearings shall be informal for disciplinary dismissal, suspension and interim status grievances, without attorneys, without formal rules of evidence, without a transcript and without briefs. The Arbitrator, however, shall satisfy himself/herself that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all the facts necessary to a fair settlement and which are reasonably obtainable are brought before the Arbitrator. If such a case also involves an issue of arbitrability, contract interpretation, strike activity or is the subject of an administrative charge or court action and it is otherwise arbitrable the hearing shall be formal. Grievances, other than disciplinary dismissals, suspensions or interim status, may use the above process for informal hearings with the agreement of both parties.
- (f) In disciplinary arbitrations, the Arbitrator's authority shall be confined to a determination of whether or not the COMPANY had just cause to DISMISS or suspend or apply INTERIM STATUS to an employee. If the Arbitrator should determine that the COMPANY lacked just cause, he/she may reinstate the employee (if such employee was not previously reinstated) and may determine that the employee is entitled to back pay and benefits at the employee's ADJUSTED RATE and service credit for the period of absence caused by the action of the COMPANY. If there is no balance due the employee, all payments other than wages received from the COMPANY at the time of termination, suspension or interim suspension shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate

not to exceed ten percent (10%) of the employee's net wages. The Arbitrator's award shall apply only to the instant grievance. It shall not constitute a precedent for other cases or grievances.

- (g) The decision of the Arbitrator made in compliance with this Article shall be final; shall be in writing; and, unless a shorter period is specified herein, shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension to such period is agreed to by the COMPANY and the UNION. The COMPANY and the UNION agree to abide by the Arbitrator's decision.
- (h) Each party shall pay its own expenses incurred in the arbitration, including payment for the time and expenses of its witnesses. All other direct expenses, including the fees and expenses of the Arbitrator, shall be borne equally by the COMPANY and the UNION.

**APPENDIX 7-A
ARBITRATION SUBMISSION AND SETTLEMENT FORM**

The parties agree to submit the Grievance Number _____ to Arbitrator _____
under the provisions of Paragraph 1 of Article _____.

The parties agree that the issue is: _____

Did the COMPANY have just cause to:

_____ Dismiss _____ Suspend for _____ days: _____ place on INTERIM STATUS,

the Grievant, _____ on _____
(name) (date)

Dated

For the Company

Dated

For the Union

ARBITRATOR'S AWARD

I am satisfied that the evidence submitted in this case was reliable, that the hearing was in all respects fair and that all the facts necessary to a fair settlement and which were reasonably attainable were brought before me. Thus, I find:

The Company had just cause.

The Company did not have just cause.

Comments: _____

Dated

Arbitrator

ARTICLE 8 – OCCUPATIONAL JOB CLASSIFICATIONS

1. General

- (a) The work performed by employees in the bargaining unit shall be classified as to Occupational Job Classifications in accordance with those set forth in the Local Appendices to this Agreement. An employee shall be classified in the Occupational Job Classification which covers the major portion of his or her regular work assignment.
- (b) The COMPANY and the UNION agree that the PRODUCTION, Journeyman TRADES, and TIER OCCUPATIONS in effect on the date of this Agreement, have been properly identified and described in the applicable Appendices to this Agreement.
- (c) The COMPANY may, in accordance with its judgment amend the Appendices to add, modify or delete Job Descriptions when it determines such action to be appropriate.
- (d) When new jobs are introduced or major changes occur in existing tours of duty covered by this Article, such new or changed jobs will be assigned to the appropriate OCCUPATION Level by the COMPANY, subject to review with the UNION.
 - (i) The COMPANY shall notify the UNION in writing of its intent to amend the Appendices at least fourteen (14) days prior to the effective date of any such amendment.
 - (ii) The UNION shall be furnished, at the time of the COMPANY'S written notice under this Paragraph, two (2) copies of any new or changed Job Descriptions.
 - (iii) If the Company and UNION are unable to reach agreement on the placement of the new or changed job(s), the COMPANY'S assignment may be implemented following the above required fourteen (14) calendar day notice. The pay level assigned shall then be subject to Article 6, Grievance Procedure, Article 7, Arbitration and the procedures in Paragraph 2 below.

2. Pay Treatment – Production and Tier Occupations

- (a) In the event that the OCCUPATION Level designated for a job assignment is revised upward or downward for any reason, the applicable provisions of the Movement of Personnel (MOP) of the Local Appendices shall apply.
 - (1) When the revision is upward, the provisions of Paragraph 4, "Promotions" of ARTICLE 9, WAGES shall apply.
 - (i) Retroactive adjustments shall be granted to employees for the period they were on such job assignment or the period during which it was incorrectly assigned, whichever is less, who:
 - (a) Were on the job assignment as of the effective date of the revision (or date of settlement in case of a grievance), or
 - (b) Were transferred from the job assignment during the thirty (30) days prior to the effective date of the revision (or date of settlement in case of a grievance).
 - (2) In no event shall any retroactive adjustment be granted for any period beyond the fifty-two (52) weeks immediately preceding the date of revision (or date of settlement in case of a grievance).

3. Grievances or Protested Production and Tier OCCUPATIONAL Descriptions

(a) A grievance arising under or related to the provisions of this Article shall be subject to the grievance procedure prescribed in ARTICLE 6, GRIEVANCE PROCEDURE. However, except as specifically provided for in Paragraph 3(a)(1) below, neither such grievance nor the provisions of this Article shall be subject to arbitration under the provisions of ARTICLE 7, ARBITRATION.

(1) A grievance involving:

- (i) the question of whether a new or modified existing Job Description has been assigned to the appropriate Level in accordance with the Local Appendices may be processed by the UNION in accordance with the provisions of ARTICLE 6, GRIEVANCE PROCEDURE, provided that such grievance was initiated within the twelve (12) month period immediately following the date such Job Description was made effective or at such time that the UNION became aware of such change; whichever is later. Each such grievance shall be presented at the Step 3 as provided in ARTICLE 6, GRIEVANCE PROCEDURE.
- (ii) Such grievance may be processed by the UNION in accordance with ARTICLE 7, ARBITRATION. However in such case the authority of the arbitrator shall be limited to a determination as to whether or not the Job Description in question was properly assigned to the appropriate Occupational Level and any retroactive pay in accordance with this ARTICLE 8.

(2) The provisions of ARTICLE 7, ARBITRATION shall not apply to those Job Descriptions contained in the Appendices to this Agreement.

4. Journeyman Trades Plan

(a) The Journeyman Trades Plan, hereinafter called the "Plan", shall be administered solely by the COMPANY

- (1) The parties recognize that certain traditional relationships exist between JOURNEYMAN TRADES OCCUPATIONS and agree that a consolidation of the JOURNEYMAN TRADES OCCUPATIONS into the Trades Groups set forth in the Appendices, gives proper recognition to such relationships for purposes of wage administration.
- (2) At any time during the term of this contract, the COMPANY may propose amendments to the Appendices to add, modify or delete JOURNEYMAN TRADES OCCUPATIONS. If the COMPANY and the LOCAL UNION agree, such amendments shall become effective as agreed. If they fail to agree, the matter shall be subject to the Grievance and Arbitration Procedure.
 - (i) The COMPANY shall notify the UNION in writing of its intent to amend the Appendices at least fourteen (14) days prior to the effective date of any such amendment.
 - (ii) The UNION shall be furnished, at the time of the COMPANY'S written notice under Paragraph 4(a)(2)(i), two (2) copies of any new or changed Journeyman Trades Plan Occupational Descriptions.

(b) Flexibility

- (1) A JOURNEYMAN will be assigned work based on his or her base trade. However, if training is provided in skills of a related craft that are incidental to his or her base trade, the JOURNEYMAN may be required to perform such incidental duties. The incidental

duties of a Trades Group 1 JOURNEYMAN shall not include the duties of a Trades Group 2 JOURNEYMAN. A Trades Group 2 JOURNEYMAN may be required to perform, as an incidental duty, a portion of a Trades Group 1 JOURNEYMAN'S trade.

- (i) The COMPANY may provide training and/or assign JOURNEYMEN exclusively to a piece(s) of equipment. JOURNEYMAN, so assigned, will be required to utilize whatever skills they have acquired through COMPANY provided training and/or possess through previous experience consistent with safety standards.
- (ii) A JOURNEYMAN qualified in another trade may be called upon to perform work in that trade on a "fill in" basis, such as, for absence, vacation relief, and when another JOURNEYMAN in the other trade is not available for assignment. It is agreed that the intent of this Paragraph 4(b)(1) (ii) is not to circumvent the recall procedure.
- (iii) A JOURNEYMAN shall assist or perform work independently in other trades occupations commensurate with the JOURNEYMAN'S general trades knowledge and experience under the following conditions:
 - (a) When there is temporarily no work in the JOURNEYMAN'S own trade;
 - (b) When in performing work assignments in JOURNEYMAN'S own trade, elements of work assignments of other trades are encountered which the JOURNEYMAN can readily accomplish;
 - (c) When conditions require expeditious action to restore, maintain or provide service.

(c) Routine Non-Technical Duties

- (1) Routine non-technical duties may be assigned to production operations. Examples of work that may be performed by PRODUCTION OCCUPATION employees include changing of light bulbs, lubrication, changing filters, and retightening screws and nuts. No special training will be provided, and only simple instruction of PRODUCTION OCCUPATION employees will be necessary. No troubleshooting by PRODUCTION OCCUPATIONAL employees will be involved.
 - (i) The Labor Management Trades Committee shall review in advance the trades duties that are to be assigned to the production operations. If the Committee is unable to reach agreement on the proposed assignment of trades duties to production operations, such assignment may be implemented subject to ARTICLE 6, GRIEVANCE PROCEDURE and ARTICLE 7, ARBITRATION.

(d) JOURNEYMAN Trades Plan Occupational Descriptions

- (1) All JOURNEYMAN Trades Plan Occupational Descriptions used in accordance with this Plan shall be originated and prepared by the COMPANY as provided in Paragraph 4(d)(1).
 - (i) JOURNEYMAN Trades Plan Occupational Descriptions shall be prepared on Form Number MD822A, and shall include the following information:
 - (a) A description of the normal range of work encompassed by the JOURNEYMAN TRADES OCCUPATION, which each incumbent shall be expected to be able to perform within a reasonable period of time, normally not to exceed the length of the wage progression period for the Trades

Group to which such JOURNEYMAN TRADES OCCUPATION is assigned, as provided in ARTICLE 9. WAGES.

- (b) Identification of the prerequisites for entry into such JOURNEYMAN TRADES OCCUPATION,

(e) Pay Treatment

- (1) The assignment of a JOURNEYMAN TRADES OCCUPATION to either Trades Group 1 or Trades Group 2 shall establish the wage treatment for employees in that JOURNEYMAN TRADES OCCUPATION, in accordance with ARTICLE 9. WAGES.
 - (i) In the event a JOURNEYMAN TRADES OCCUPATION is reassigned from Trades Group 1 to Trades Group 2 for any reason, the COMPANY shall grant retroactive pay adjustments, if in its judgment such adjustments are appropriate; except that no such adjustment shall apply to any period beyond the fifty-two (52) week period immediately preceding the effective date of such reassignment.

(f) Training

The COMPANY may require any JOURNEYMAN to undertake training in order to upgrade the JOURNEYMAN'S base trade skills, or in order to acquire skills to perform duties that are incidental to the JOURNEYMAN'S base trade.

- (1) The Company shall offer training to Trades Group 1 and Trades Group 2 employees who are seeking to extend their skills and enhance their qualifications for either advancement from Trades Group 1 to Trades Group 2, or for movement into another Trades Group 2 vacancy. TERM OF EMPLOYMENT shall be given the most weight in the selection of employees desiring to extend their skills and enhance their qualifications.

(g) Special Layoff Consideration

- (1) Notwithstanding the provisions of Movement of Personnel in the Appendices to this Agreement, a JOURNEYMAN who is declared surplus due to lack of work may elect to be LAID OFF in lieu of accepting an assignment in another JOURNEYMAN TRADES OCCUPATION or in a graded job, by notification to the JOURNEYMAN'S supervisor prior to the effective date of such assignment.
 - (i) A JOURNEYMAN who elects to be LAID OFF in accordance with Paragraph 3(g) shall be paid a Termination Allowance in accordance with ARTICLE 17, TERMINATION ALLOWANCES.

(h) Grievances and Arbitration of JOURNEYMAN TRADES OCCUPATION Classifications

- (1) A grievance arising under or related to the provisions of this Article, other than matters involving proposed amendments to Appendices to the Agreement, shall be subject to the grievance procedure prescribed in ARTICLE 6, GRIEVANCE PROCEDURE. However, except as specifically provided in Paragraph 4(h)(1)(i), neither such grievance nor the provisions of the JOURNEYMAN Trades Plan shall be subject to arbitration under the provisions of ARTICLE 7, ARBITRATION.
 - (i) A grievance involving:

- (a) the question whether an employee has been classified in the appropriate JOURNEYMAN TRADES OCCUPATION, or
- (b) the question whether a new or modified existing JOURNEYMAN TRADES OCCUPATION has been assigned to the appropriate JOURNEYMAN TRADES GROUP, either Trades Group 1 or Trades Group 2, or
- (c) the withholding of a wage progression increase as provided in Paragraph 3 of ARTICLE 9, WAGES, or
- (d) the question whether the COMPANY has granted proper retroactive pay adjustments under the provisions of Paragraph 4(e)(1)(i), or the question whether a JOURNEYMAN has been treated in accordance with Paragraph 3(g) Special Layoff Consideration, may be processed by the UNION in accordance with the provisions of ARTICLE 6, GRIEVANCE PROCEDURE, and ARTICLE 7, ARBITRATION, provided that the authority of the arbitrator in any such case shall be limited to a determination as to whether the COMPANY'S judgment has been unreasonably exercised, and provided further, that in grievances involving Paragraph 4(h)(1)(i)(b), the authority of the arbitrator shall be further limited to a determination as to whether the COMPANY acted without any reasonable basis in assigning the JOURNEYMAN TRADES OCCUPATION involved in such grievance.

(i) Journeyman Trades Apprenticeship Program

When the Company determines that there is a need to institute Journeyman Trades Apprenticeship Programs, the Labor Management Trades Committee will work jointly to develop such programs.

ARTICLE 9 - WAGES

1. Wage Schedules

- (a) Wage Schedules for titles and levels in this Agreement are contained in the Appendices to this Agreement.
- (b) Differentials for rehires or initially hired employees after 1-1-06 at the Norcross Facility and after 6-1-09 at the Sturbridge Facility will be as follows:
 - (i) Such employees will be eligible for 7-DAY COVERAGE BONUS of \$0.50 per hour.
 - (ii) Such employees whose SCHEDULED DAILY TOUR falls wholly or in part between 6:00 PM and 6:00 AM will be paid a NIGHT WORK BONUS of \$1.00 per hour for hours worked during his/her SCHEDULED DAILY TOUR.
 - (iii) Shift differentials applicable to CONTINUOUS OPERATIONS TOURS (CON-OPS) at both Norcross and Sturbridge shall be paid based on the provisions contained in the respective Local Appendices.

2. Wage Progression

- (a) The STANDARD RATE of each employee in a PRODUCTION OCCUPATION, Trades Group 1 TRADES OCCUPATION, or TIER whose STANDARD RATE is below the MAXIMUM RATE of the applicable Production Level, Trades Group 1, or Tier classification shall be increased during the term of this Agreement, provided that such employee has sixty (60) days NET CREDITED SERVICE prior to the progression date and subject to the further provisions of this Paragraph 2.

- (b) The STANDARD RATE of each employee in a Trades Group 2 TRADES OCCUPATION whose STANDARD RATE is below the MAXIMUM RATE of Trades Group 2 classification shall be increased during the term of this Agreement according to the following schedule, subject to the further provisions of this Paragraph 2.
 - (1) An increase shall be given semi-annually to each employee in Trades Group 2 whose STANDARD RATE is below the MAXIMUM RATE, provided that such employee has 60 days NET CREDITED SERVICE prior to the progression date.
- (c) Progression increases provided in Paragraph 2(a) and 2(b)(1) will be given semi-annually effective on the first of the fiscal months of March and September.
- (d) An employee who has qualified to receive a scheduled increase under Paragraphs 2(a) or 2(b), but who does not receive such increase because he or she is on personal or disability Leave of Absence on the effective date of the increase, shall receive the increase effective on the date of reinstatement from such Leave of Absence provided reinstatement occurs before the next succeeding scheduled increase date.
- (e) If, in the judgment of the COMPANY, an employee is not entitled to an increase under the provisions of Paragraphs 2(a) or 2(b) due to the employee's performance on the job or conduct, including excessive unexcused absenteeism or tardiness, the COMPANY may withhold such increase provided it has notified the UNION in writing at least ten (10) days in advance of the date the increase was to have become effective. The UNION will notify the COMPANY in writing within ten (10) days following receipt of the COMPANY's notice, if it questions such withholding.

3. Promotions, Demotions and Lateral Reclassifications

- (a) When an employee is reclassified to another Occupational Job Classification which is in the same Production Level, Trades Group or Tier classification, it shall be considered a "lateral reclassification."
- (b) When an employee is reclassified from a lower Production Level to a higher Production Level, from Trades Group 1 to Trades Group 2 or from a lower Tier to a higher Tier it shall be considered a "promotion."
- (c) When an employee is reclassified from a higher Production Level to a lower Production Level, from Trades Group 2 to Trades Group 1 or from a higher Tier to a lower Tier it shall be considered a "demotion."
- (d) When an employee is reclassified to an Occupational Job Classification which is outside his or her occupational job classification plan, the applicable wage schedules shall be used to determine if the reclassification constitutes an "Upgrade," "Downgrade" or "Lateral." For purposes of this Article, an "Upgrade" shall be considered a "promotion" and a "Downgrade" shall be considered a "demotion".
 - (1) Temporary Promotion Allowance:
 - (i) An employee who is temporarily promoted to a higher Production or Tier Level shall be eligible to receive a Temporary Promotion Allowance (TPA) in the amount of ten dollars (\$10.00) per day for each Production or Tier Level for each day such employee is assigned to work in the higher Level. While on such temporary assignment the employee shall continue to receive the STANDARD RATE he or she would have been paid in the lower Production Level, or Tier Level.

(ii) For promotions other than Temporary Promotions, and for reclassifications to other Occupational Job Classifications, an employee's STANDARD RATE shall be established as follows:

(1) Lateral Reclassifications:

The employee shall be moved to the nearest Progression Step on the Wage Schedule of the job to which reclassified which does not result in a reduction in STANDARD RATE.

(2) Promotions:

Except as provided in Paragraphs 3(f)(2)(i) and 3(f)(2)(ii) the employee shall be moved to a whole Progression Step above the nearest Progression Step on the Wage Schedule of the job to which promoted.

(i) The STANDARD RATE of an employee promoted to a Production Level, Trades Group or Tier Level in which the employee previously performed shall not be less than the STANDARD RATE formerly received in that Production Level, Trades Group or Tier Level. However, when an employee had been demoted due to lack of work from a higher Production Level to a lower Production Level, from Trades Group 2 to Trades Group 1 or to a lower Tier Level and the employee subsequently is returned to the higher Production Level, to Trades Group 2 or to the higher Tier Level, the employee shall be moved to the same Progression Step the employee held prior to demotion.

(ii) In no case, however, shall an employee's STANDARD RATE be increased to an amount which exceeds the MAXIMUM RATE of the job to which promoted.

(2) Demotions due to lack of work:

The employee shall be moved to the nearest Progression Step on the Wage Schedule of the job to which demoted which is immediately below the employee's STANDARD RATE prior to the demotion.

(3) Other Demotions:

(i) When an employee is demoted from a higher Production Level to a lower Production Level, from Trades Group 2 to Trades Group 1 or to a lower Tier Level:

- (A) Because of incompetency; or
- (B) At the employee's request;

The employee shall be moved to the nearest Progression Step on the Wage Schedule of the job to which demoted which is immediately below the employee's STANDARD RATE prior to the demotion.

(ii) When an employee is demoted due to infraction of COMPANY rules or improper conduct, the employee's STANDARD RATE shall be determined by the COMPANY. In the event the employee previously worked in the same Production Level, Trades Group or Tier Level to which demoted, the employee shall be moved to a Progression Step which is not less than the STANDARD RATE last received in that former assignment. However, in no case shall such

employee's STANDARD RATE exceed the MAXIMUM RATE of the Production Level, Trades Group or Tier Level to which demoted.

5. General

- (a) When an employee's STANDARD RATE is subject to two (2) or more changes effective on the same date, the changes shall be made in the following order:
 - (1) Progression increase in accordance with Paragraph 2
 - (2) Promotion increase in accordance with Paragraph 3(f)(2)
 - (3) Demotion adjustment
- (b) An employee who is absent because of sickness or accident at the end of the employee's SCHEDULED DAILY TOUR (within the employee's SCHEDULED WEEKLY TOUR) immediately preceding the effective date of any increase provided for in this Article shall not receive the increase (to which otherwise eligible) until return to active duty.
- (c) An employee reinstated from a Leave of Absence shall be assigned a STANDARD RATE (unless the provisions of Paragraph 2(d) apply) which is equitable in comparison with the STANDARD RATES of other employees of comparable TERM OF EMPLOYMENT, experience, and ability in the same Grade or Level. However, if reinstated in the same Occupational Job Classification, the employee shall be assigned a STANDARD RATE not less than that received at the time such Leave of Absence began, but which may be adjusted for wage increases granted during the period of the Leave of Absence.
- (d) Employees who are recalled to their former Production Level, Trade Group, or Tier Level will be placed at the same step in their respective wage schedules as when they were laid off.

6. Emergency Response Team

Members of the Emergency Response Teams who are trained and certified in accordance with OSHA standards will receive \$125 per quarter (\$500 per year). Guidelines associated with this payment will continue to be developed locally at each facility by the COMPANY and the UNION.

7. Recognition Award Programs

"Recognition Award Programs" shall be deemed to include cash awards, gift certificates or other means of compensation and will not be in excess of \$50 to any employee in recognition of individual or group performance annually.

8. Short Term Incentive Plan (STIP)

All Represented employees will be eligible to receive an annual Short-Term Incentive Plan Bonus to be paid semi-annually based on Company defined objectives.

The target percentage payout for the term of this Agreement is:

	2013*	2014	2015	2016
Target %	4.00%	4.00%	4.00%	4.00%

* If the STIP objectives are met for H2 2013, all Represented employees will receive a full 2% STIP payment payable no later than January 31, 2014.

Any STIP payments payable for 2014, 2015 and 2016 will be paid no later than July 31 for H1, and no later than January 31 for H2 of the STIP performance year.

ARTICLE 10 - HOURS OF WORK

1. Work Schedules

- (a) The UNION and the COMPANY recognize the necessity for work schedules involving multiple shift operations where the nature of the work or the needs of the business require them.
- (b) The COMPANY shall have the right to introduce new work schedules and vary from the scheduled shifts, as business operations require. This includes but is not limited to making changes in the starting and stopping times of scheduled shifts, and length of lunch periods.
- (c) The COMPANY shall notify the UNION of new work schedules, or any change or variation in existing work schedules, at least one (1) week in advance of the effective date, except where emergency situations or business conditions make it impractical to do so. Discussions thereon shall take place in a timely manner when requested by the UNION and in the event of such discussions, the new schedule, change or variation proposed by the COMPANY may be placed in effect pending agreement between the parties.

2. Rest Periods

- (a) The COMPANY will provide one (1) rest period of ten (10) minutes during each four-hour work period for all employees in the bargaining unit except for:
 - (1) employees who receive regular relief periods because of the nature of their work assignment; and
 - (2) employees on jobs involving continuous or machine operations where it is not practicable to interrupt such processes at regular intervals in which case such rest periods will be arranged at intervals other than the regular rest periods.
- (b) The COMPANY will ordinarily schedule rest periods approximately in the middle of working periods, but they may be staggered to permit maximum use of facilities. During the scheduled rest periods, employees will be permitted to leave their usual work places and utilize in the time provided such facilities as the COMPANY designates.
- (c) Rest period time shall be treated as time worked.

3. Minimum Pay Allowance

- (a) An employee who is not notified in advance that their scheduled shift has been canceled due to unforeseen reason(s) and in fact reports to work, will receive a minimum of two (2) hours pay at the ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES, except when a Holiday, recognized in accordance with ARTICLE 13-HOLIDAYS, is observed or Saturday or Sunday or Day in Lieu of Saturday or Sunday, when such minimum hours shall be paid at the applicable overtime rate or the actual hours worked, whichever is greater and subject to overtime.

- (1) The minimum payment provisions of Paragraph 3(a) shall not apply in cases where the COMPANY'S inability to provide work is due to conditions beyond the control of the COMPANY or where the employee is sent home for disciplinary reasons.

4. Portal to Portal

Time spent by employees in walking, riding, or traveling, or in preparatory or closing activities, on the COMPANY'S premises or otherwise, except to the specifically limited extent provided in this Agreement, shall not be compensable and shall not be considered as time worked under the Fair Labor Standards Act or for any other purpose.

5. Meal Periods

Lunch periods will not be paid. The limited exception is for periods shorter than thirty (30) minutes which will be paid at the employee's ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES on those job assignments where three (3) shift operations are scheduled and it is impossible to provide eight (8) hours of work with a lunch period intervening.

6. Wash-up or Clothes-Changing Time

When wash-up or clothes-changing time is authorized on certain operations by the COMPANY as a safeguard to employees' health or for protection of product quality, such time will be paid as time worked

ARTICLE 11 - PREMIUM PAYMENTS

1. General

- (a) It is recognized by both parties that the needs of the business may require overtime work (i.e., work outside the employee's SCHEDULED DAILY or WEEKLY TOUR), and that the jobs involved must be staffed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the COMPANY. The COMPANY in scheduling overtime work will distribute it as evenly as practicable among qualified employees normally engaged on the work involved in accordance with the Joint Overtime Commitment set forth in the Local Appendices to this Agreement. The UNION and the employees involved shall be given at least twenty-four (24) hours notice unless unknown or unforeseen conditions prevent the COMPANY from giving such notice.
- (b) Nothing in this Article shall require or permit the payment of overtime on overtime.

2. Overtime Treatment

- (a) Time and one-half the employee's ADJUSTED RATE shall be paid for all time worked outside the SCHEDULED DAILY TOUR.
- (b) Time and one-half the employee's ADJUSTED RATE shall be paid for all time worked in excess of forty (40) hours in a WORKWEEK.
- (c) On a NONSCHEDULED DAY other than Sunday for employees who are not working a 7-DAY COVERAGE JOB or a holiday.
- (d) Double-time at the employee's ADJUSTED RATE shall be paid for:
 - (1) All time worked on Sunday, or a 7-DAY COVERAGE EMPLOYEE'S DAY IN LIEU OF SUNDAY.

(2) Overtime hours paid at time and one-half in excess of eight (8) hours in the WORKWEEK including any payments for Call-in paid at time and one-half.

(e) Pay for time worked on COMPANY recognized holidays as provided in ARTICLE 13-HOLIDAYS.

3. Night Work Bonus

An employee on a NIGHT TOUR shall be paid a NIGHT WORK BONUS for all time worked on such tours.

4. Seven-Day Coverage Bonus

A 7-DAY COVERAGE EMPLOYEE shall be paid a 7-DAY COVERAGE BONUS for all time worked.

5. Call-In Pay

- (a) When an employee is called to report to work outside the employee's scheduled shift, the employee shall be eligible to receive call-in pay. In such case they will be paid for actual hours worked with a minimum of two (2) hours pay. The two-hour period is measured beginning with the time the employee reaches the work position. This time will count towards the applicable overtime threshold.
- (b) For subsequent call-ins, where the employee is asked again to return to work, the employee will receive the greater of the following: a minimum of two (2) hours pay or actual hours worked for each incident, not to exceed 24 hours of pay within a 24-hour period (to include all hours actually worked and any minimum hours payable). This time will count towards the applicable overtime threshold.

6. Early Start Allowance

- (a) When, during the workweek, a bargaining unit employee is required to change his or her scheduled shift to begin earlier than his or her prior scheduled shift, such employee shall receive overtime if applicable. If overtime is not applicable then the Early Start Allowance applies. An employee cannot qualify for both the Early Start Allowance and overtime, they are mutually exclusive.
- (b) For each full or partial hour difference of such early start, the bargaining unit employee shall receive an amount equal to fifty percent (50%) of the employee's ADJUSTED RATE provided that such time is not otherwise treated as overtime.

7. Sunday Start Allowance

- (a) When an employee working other than a CONTINUOUS OPERATION TOUR or 7-DAY COVERAGE TOUR is required to begin his or her first SCHEDULED DAILY TOUR between 8:00PM Sunday and Sunday Midnight, such employee shall receive SUNDAY START ALLOWANCE.
- (b) For each full or partial one half hour prior to Midnight, the employee shall receive an amount equal to fifty percent (50%) of the employee's ADJUSTED RATE.

ARTICLE 12 - VACATIONS

1. Eligibility

- (a) Employees will be eligible to vacation with pay during the current calendar year in accordance with Paragraphs 1(a) (1) through 1 (a)(5) and subsequent provisions of this Article.
- (1) One (1) week after completion of a TERM OF EMPLOYMENT of six (6) months.
 - (2) Two (2) weeks after completion of a TERM OF EMPLOYMENT of twelve (12) months, provided that if a TERM OF EMPLOYMENT of six (6) months and twelve (12) months are both completed in the same calendar year, only two (2) weeks of vacation will be granted, with second (2nd) week to be scheduled after completion of twelve (12) months TERM OF EMPLOYMENT. The first (1st) week may be scheduled any time after the completion of six (6) months TERM OF EMPLOYMENT.
 - (3) Three (3) weeks beginning with the year in which a TERM OF EMPLOYMENT of five (5) years will be completed.
 - (4) Four (4) weeks beginning with the year in which a TERM OF EMPLOYMENT of fifteen (15) years will be completed.
 - (5) Five (5) weeks beginning with the year in which a TERM OF EMPLOYMENT of twenty-five (25) years will be completed
- (b) The weeks of vacation provided for in Paragraph 1(a) will each consist of the number of days and hours which the employee would have been scheduled to work (excluding overtime) during the vacation absence, except that an employee whose weekly working schedule (excluding overtime) is four and one-half (4 ½) days per week, or alternating five-day and four-day weeks, shall be eligible to fourteen (14) days and twenty-three (23) days respectively, when TERM OF EMPLOYMENT is at least five (5) and twenty-five (25) years respectively.
- (c) An employee reinstated from Leave of Absence or rehired who has previously taken vacation or received allowance in lieu thereof in the current calendar year will be eligible to the number of days of vacation for his or her TERM OF EMPLOYMENT as determined in accordance with Paragraphs 1(a) and 1(b), less the number of days of vacation previously taken or paid for.
- (d) An employee reinstated from Leave of Absence or rehired from LAYOFF who was not previously on the roll in the current calendar year will be eligible to vacation with pay in the following amounts, applied to the number of days of vacation for his or her TERM OF EMPLOYMENT as determined in accordance in Paragraph 1(a) or 1(b):

<u>Reinstated or Rehired</u>	<u>Amount of Eligibility</u>
On or before March 31	Full
April 1 through June 30	Three-Fourths (¾)
July 1 through September 30	One-half (½)
After September 30	One-fourth (¼)

In computing the vacation to which eligible as provided herein, fractions of less than one-half (½) day will be disregarded and fractions of one-half (½) day or more will be considered as one (1) day. In no event, however, will the employee's vacation eligibility as determined herein be less than would be applicable if the employee were hired as of the date reinstated or rehired.

2. Scheduling Vacations

- (a) Vacations are not cumulative. Except as provided in Paragraphs 2 (e), 2 (g), and 2 (h), the vacation to which an employee is eligible in each calendar year shall be taken before midnight December 31 of that year.
- (b) Vacations will be scheduled in accordance with the employee's wishes to the extent consistent with the needs of the business, giving due consideration to TERM OF EMPLOYMENT.
- (c) An employee may elect to schedule all or part of his or her vacation to which eligible on a day-to-day basis subject to the provisions of Paragraph 2(b).
- (d) When an employee's scheduled vacation week or fractional week includes a holiday recognized in accordance with ARTICLE 13, HOLIDAYS, and observed in accordance therewith on any day Monday through Friday in such week (or, for 7-DAY COVERAGE EMPLOYEES on any day other than such employee's DAY IN LIEU OF SATURDAY or DAY IN LIEU OF SUNDAY), an extra day off will be granted in lieu thereof.
- (e) When an employee is disabled due to illness or injury at the time vacation is scheduled to begin, the vacation shall be postponed, and rescheduled. When an employee becomes disabled due to illness or injury while on a scheduled vacation, the vacation will be terminated as of the end of the day immediately preceding the first (1st) day of such disability and the remaining portion of the terminated vacation shall be rescheduled. Rescheduling as provided in this paragraph shall be subject to the employee's having furnished within a reasonable time a physician's certificate acceptable to the COMPANY showing evidence of such disability.
- (f) When an employee is paid bereavement leave during his/her scheduled vacation, the bereavement leave shall not be counted as vacation days.
- (g) At the option of the employee and subject to the needs of the business up to five (5) vacation days to which an employee is eligible may be carried over into the following year, provided that the carryover vacation is scheduled and taken before June 30. An employee's request to carry over vacation shall not be unreasonably denied.
- (h) An employee who cannot take a vacation because of Management convenience may reschedule such vacation in excess of that provided in Paragraph 5 (g) above into the following year, provided that any vacation so rescheduled shall be completed prior to June 30.

3. Computation of Vacation Pay

Vacation pay shall be computed based upon the employee's ADJUSTED RATE plus applicable NIGHT WORK, SHIFT DIFFERENTIAL and 7-DAY COVERAGE BONUSES.

4. Employees Leaving the COMPANY

- (a) When an employee's service with the COMPANY is terminated before the employee has taken vacation with pay to which eligible, an allowance in lieu thereof shall be granted, except that:
 - (1) An employee granted a Leave of Absence shall be granted vacation to which eligible, ordinarily before the Leave of Absence begins.
 - (2) An employee being retired under the Pension Plan will be granted, prior to retirement, vacation pay to which eligible; however, when an employee (1) is retired on service pension which becomes effective immediately upon expiration or termination of Sickness Disability Benefits to which eligible, or (2) is retired on disability pension, no pay or

allowance in lieu thereof shall be applicable.

- (3) No vacation or allowance in lieu thereof shall be granted to an employee who is dismissed for unsatisfactory conduct. An employee who terminates employment by resignation or termination for cause will be required to reimburse the Company for the value of the vacation days to which eligible during the current calendar year, which have been taken prior to the date the employee's termination occurs, in excess of the schedule below.

**Eligible Vacation Days for Employee Leaving Company
During Calendar Year
Due to Resignation or Termination for Cause**

Month of Termination	Term of Employment			
	1-5 Years	5 - 15 Years	15 - 25 Years	25 Years and Over
January	1	2	2	2
February	2	3	4	4
March	3	4	5	7
April	3	5	7	9
May	4	6	9	11
June	5	8	10	13
July	6	9	12	15
August	7	10	14	17
September	7	11	16	19
October	8	13	17	21
November	9	14	19	23
December	10	15	20	25

- (b) An employee granted vacation or allowance in lieu as provided in Paragraph 4(a) shall also be granted vacation or allowance in lieu thereof, as applicable, for any vacation rescheduled or carried over from the previous calendar year.
- (c) In the event an employee dies before taking all the vacation to which eligible as provided in this Article, an allowance in lieu of the vacation not taken will be paid to the employee's beneficiary, or to the employee's estate if no beneficiary is designated

ARTICLE 13 - HOLIDAYS

1. The following shall be recognized as holidays covered by this Agreement:

Atlanta and Sturbridge:

New Year's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
	Floating Holiday

Atlanta

New Years Eve Day

Sturbridge

Patriot's Day

2. When a holiday specified in Paragraph 1 falls on a Sunday (or for a 7-DAY COVERAGE EMPLOYEE, such employee's DAY IN LIEU OF SUNDAY) the first following day within the employee's SCHEDULED DAILY TOUR shall be observed as the holiday.
3. When a holiday specified in Paragraph 1 falls on a Saturday (or, for a 7-DAY COVERAGE EMPLOYEE, on such employee's DAY IN LIEU OF SATURDAY) the Company shall designate any one of the following as the day to be observed as such holiday:
 - (a) The calendar day on which the holiday falls, or
 - (b) The workday, within the employee's SCHEDULED WEEKLY TOUR which immediately precedes the calendar day on which the holiday falls, or
 - (c) The workday, within the employee's SCHEDULED WEEKLY TOUR, which immediately follows the calendar day on which the holiday falls.
4. An employee shall receive holiday pay provided the employee receives pay from the COMPANY for all or part of the employee's scheduled workday preceding or scheduled workday following the day observed as the holiday, such Holiday Pay shall apply for all employees active on roll as of the workday preceding the holiday.
5. An employee who works on a designated holiday shall be paid as follows:
 - (a) Holiday pay for an eight (8)-hour shift at the ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES for qualifying employees; and
 - (b) Time and one-half for the first eight (8) hours worked during the holiday.
 - (c) Double time for hours in excess of eight (8) during the holiday.
6. Actual hours worked on the holiday shall count toward the applicable overtime threshold.
7. Floating Holidays may be scheduled in accordance with the employee's wishes subject to management approval consistent with the needs of the business. Floating holidays must be scheduled and taken no later than the end of each calendar year, and may not be taken in increments.
8. An employee who is scheduled to work on a day observed as a holiday but who is absent on such day shall not be paid holiday allowance, except that subject to the provisions of Paragraph 4 or Paragraph 5, whichever is applicable, holiday allowance shall be paid:

- (a) Provided the employee's absence from work on the holiday is due to sickness or injury sustained otherwise than in the course of employment, and such absence is substantiated by a physician's certificate acceptable to the COMPANY, or
- (b) For the portion of the employee's SCHEDULED DAILY TOUR not worked, in the event that while at work on such day the employee is sent home by the COMPANY because of sickness or injury.

ARTICLE 14 – EXCUSED WORK DAYS

1. A regular employee with a TERM OF EMPLOYMENT of six months on January 1 in the current year shall be eligible for four (4) Excused Work Days with pay during that year.
2. An employee who takes an Excused Work Day shall receive pay not to exceed eight (8) hours at his or her ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES for such day.
3. An employee who is absent with pay on an Excused Work Day shall be permitted to reschedule such day.
4. Three (3) Excused Work Days may be scheduled in one (1) hour increments. The remaining Excused Work Day may be scheduled in two (2) hour increments.
5. An employee who cannot take an Excused Work Day because of management convenience, or as otherwise described below, may reschedule such Excused Work Day into the following year, provided that any Excused Work Day so rescheduled shall be completed prior to June 30. Under no circumstances shall an employee be paid an allowance in lieu of any Excused Work Days not taken prior to termination of employment.
6. The time may be taken based on the employee's need to take the time.

ARTICLE 15 – PAY TREATMENT FOR ABSENCES

1. General

- (a) Before an employee is granted absence with pay under any of the provisions of this Article, such employee shall submit satisfactory evidence to substantiate the reason for such absence.
 - (1) It is recognized that there shall be no duplication of payment by the COMPANY for the same period of absence whether to be paid under the provisions of any agreement between the parties or otherwise.
 - (2) Pay for absences, as provided herein, shall be computed at an employee's ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES in effect on the first (1st) full or partial day of absence.

2. Death in Family

- (a) An employee shall be granted reasonable absence, defined below, because of a death in his or her immediate family with pay for such time lost from assigned COMPANY duty, provided the employee's TERM OF EMPLOYMENT is six (6) months or more at the time such absence begins.

- (b) An employee's immediate family member shall be as husband, wife, children, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, sister or brother; sister-in-law, brother-in law; also any relative or partner residing with the employee.
- (c) In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased, making funeral arrangements, attendance at the funeral, or attending to affairs of the estate. However, for deaths of a husband, wife, partner, child, sister, brother, mother or father, a reasonable absence shall not exceed five (5) consecutive SCHEDULED DAILY TOURS. For all other immediate family members, a reasonable absence shall not exceed three (3) consecutive SCHEDULED DAILY TOURS.

3. Jury Duty and Other Court Attendance

- (a) An employee summoned for jury duty or to serve as a witness (not as a plaintiff or defendant) in a court case which necessitates absence from assigned COMPANY duty within the employee's SCHEDULED WEEKLY TOUR shall be granted pay for such absence. Such an employee shall report for regularly assigned COMPANY duty while excused from such attendance in court unless it is impossible or unreasonable to do so.
- (b) 7-DAY COVERAGE EMPLOYEES summoned to jury duty for periods exceeding one (1) week in length may request and be granted an available Vacation or Excused Work Day, or an excused, non-paid day off from scheduled work for each additional consecutive week of jury duty served.
- (c) EMPLOYEE on NIGHT TOUR SCHEDULES may be rescheduled to a DAY TOUR during the period of such jury or witness duty, or may at the employee's discretion, opt to take the workday preceding or workday following court attendance.

4. Sick Days

- (1) Employees will be eligible for ten (10) paid sick days on January 1 each calendar year. Employees rehired, or initially hired after January 31st of each year will have a prorated Sick Day Allowance based on 1/12TH of the total annual allotment of ten (10) days, or 80 hours (equivalent to 6.67 hours per month). Such employee will be credited with a full month's allotment for the month of hire.
- (2) For absences due to a personal sickness, the employee will be paid no more than eight (8) hours at the ADJUSTED RATE plus applicable NIGHT WORK, SHIFT DIFFERENTIAL and 7-DAY COVERAGE BONUSES in effect on the first full day of such absence.
- (3) Sick days will not be paid out at the end of the calendar year.
- (4) The use of paid sick days in patterned absences, such as repeated absences before and after an employee's days off, may require verifiable documentation to be submitted to the Medical Department or Human Resources Department.
- (5) No sick leave payment shall be made for any time in which the employee receives benefits that are paid under a Disability Benefit Plan, nor for which holiday or any other pay has been provided.
- (6) No unused sick days are due upon termination for any reason.
- (7) An employee will be able to carry over up to two (2) paid sick days from the previous calendar

year, not to exceed a total of twelve (12) available sick days in any calendar year.

- (8) FMLA qualifying absences and/or the waiting period prior to an approved Short Term Disability Leave of Absence shall not be chargeable under any OFS Attendance Policy.

(5) Military Leave

- (a) A regular employee who enters the United States Uniformed Services to fulfill their military obligations shall be granted Military Leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.
- (b) An employee, on Military Leave, and who has reemployment rights under USERRA and who makes application for reinstatement within the period provided in the law, will receive upon reinstatement, full service credit for the period of absence for military service.
- (c) It is the policy of OFS to pay a Military Differential Pay to regular employees who are activated for annual encampment or activated for military service in the U.S. Armed Forces subject to the conditions imposed by federal law.
- (d) Military Differential Pay is the excess of OFS pay over military pay received by an eligible employee while on Military Leave. For this purpose, OFS pay is an employee's ADJUSTED RATE plus applicable NIGHT WORK and 7-DAY COVERAGE BONUSES in effect at the time the Military Leave begins. Military pay is an employee's military basic pay rate in effect when the Military Leave begins. All allowances and supplementary pay elements, i.e. BAS (Basic Allowance Subsistence), BAQ (Basic Allowance for Quarters), Hazardous Duty Pay, Proficiency Pay, and Special Duty Pay are not included.
- (e) Military Differential Pay shall apply for up to 17 days for annual encampment, and up to six (6) months for activation.
- (f) In death cases occurring during a Military Leave of Absence, death benefits, where payable, shall be based upon the employee's term of net credited service at the time the leave began.
- (g) An employee who receives a notice to report for Active Duty for Military Service or any Military Training Duty, shall timely present such notice to his/her supervisor.

ARTICLE 16 - FORCE ADJUSTMENT PROTECTION

1. Demotions and Reclassifications Due To Lack of Work, Technological Change, Outsourcing Work To Another Company, Major Work Consolidations And Other Actions To Another OFS Location

- (a) Effective with the commencement of the General Agreement dated June 1, 2006, demotions and reclassifications as outlined in ARTICLE 16(2) above will entitle the affected employee(s) to a Wage Protection Allowance (WPA) in accordance with the following schedule:

TERM OF EMPLOYMENT on date of

<u>Demotion or Reclassification</u>	<u>Allowance</u>
Less than 10 years	12 weeks
10 years but less than 15 years	30 weeks
15 or more years	52 weeks

- (b) A WPA in accordance with ARTICLE 16(2)(a) shall cease upon the employee's placement an

assignment at his or her former level.

- (c) As a result of outsourcing work to another company or major work consolidation to another OFS location, a WPA will be adjusted to include an amount for any Special Hourly Payments, Special Supplementary Wage Treatment, Additional Special Supplementary Wage Treatment or any other form of wage protection.
- (d) The WPA will apply to all time paid, including absences approved for payment.
- (e) The COMPANY shall notify the LOCAL UNION when one (1) or more employees who are scheduled to be demoted or reclassified are eligible to a WPA as provided in Paragraph 2(a).

2. Short-Timing

- (a) When it appears desirable and possible to do so, the COMPANY shall have the right to institute short-timing for employees in the Plant, or any part thereof, in an effort to avoid SHUTDOWN SCHEDULING, LAYOFFS or force adjustments because of short-term fluctuations in workload or changes or adjustments in product programs. However, nothing in this Article shall require the COMPANY to introduce short-timing when in the COMPANY'S judgment SHUTDOWN SCHEDULING, LAYOFFS or force adjustments are necessary, nor shall the COMPANY be required to short-time before any employees are affected by SHUTDOWN SCHEDULING, LAYOFF or any force adjustments are made.
- (b) "Short-timing shall mean the reduction of the SCHEDULED WEEKLY TOUR in a particular WORKWEEK as designated by the COMPANY. Short-timing shall be for periods of less than one (1) week. Any such week shall be called a "short-time week."
- (c) The UNION shall be given advance notice when short-time weeks are scheduled, specifying the employee(s) involved.
- (d) The employees involved shall be given at least twenty-four (24) hour notice when they are scheduled to be off work due to short-timing, unless unknown or unforeseen conditions prevent the COMPANY from giving such notice.
- (e) No employee shall be scheduled to be off work due to short-timing for more than a total of ten (10) days in any twelve (12) month period.
- (f) An employee scheduled for a short-time week shall be paid a short-time allowance as indicated in the table below for each day off during such week due to short-timing, provided the employee works all the hours, if any, that he or she is scheduled to work during that week or, if the employee is absent from scheduled work, the absence is excused by the COMPANY. Such allowance shall be based on the employee's TERM OF EMPLOYMENT as of the date the allowance is applicable, and the employee's SCHEDULED DAILY TOUR and shall be a percentage of the employee's ADJUSTED RATE plus any applicable 7-DAY COVERAGE and NIGHT WORK BONUSES as follows:

<u>TERM OF EMPLOYMENT</u>	<u>Short-Time Allowance Percentage</u>
Up to 6 months	None
6 months up to 2 years	35%
2 years up to 5 years	50%
5 years up to 10 years	65%
10 years up to 15 years	70%
15 years and over	85%

- (g) Employees shall not be considered short-timed nor shall short-time allowances be payable in the event employees' services are temporarily interrupted because of but not limited to such causes as material shortage, equipment failure, power failure, labor dispute, snowstorms, hurricanes, tornadoes or other "acts of God", failure or disruption of house services (light, heat, water, etc.), gas leaks, fires or any situations that might imperil the health or safety of employees.
- (h) Short-time weeks described herein shall not be used to affect the calculation of the number of days of vacation with pay for which an employee is eligible as provided in Paragraph 1 of ARTICLE 12, VACATIONS.
- (i) Employee shall not be scheduled to be off due to short-timing for less than one (1) full day, nor shall short-time allowance be payable for any time off work other than as provided herein. However, an employee who would otherwise be paid for absence in accordance with the provisions of any other Article in this Agreement on a day when he or she is scheduled to be off due to short-timing shall be paid for such absence at the rate (percentage) specified in the table in Paragraph 3 (f), except that an employee absent due to sickness shall be paid for such absence as provided in Paragraph 4 of ARTICLE 15, PAY TREATMENT FOR ABSENCES.
- (j) The decision to institute short-timing and the establishment of short-time schedules, or the termination of short-timing, shall be solely at the COMPANY'S discretion. Grievances relative to short-timing may be presented in accordance with ARTICLE 6, GRIEVANCE PROCEDURE, and/or arbitration under ARTICLE 7, ARBITRATION.

ARTICLE 17 - TERMINATION ALLOWANCES

1. Active employees and employees on the recall list as of May 31, 2003, who were LAID OFF during the term of the General Agreement dated June 1, 2003, shall be granted a TERMINATION ALLOWANCE in accordance with the following schedule in Paragraph 1.

<u>TERM OF EMPLOYMENT</u>	<u>TERMINATION ALLOWANCE</u>	<u>TERM OF EMPLOYMENT</u>	<u>TERMINATION ALLOWANCE</u>	<u>TERM OF EMPLOYMENT</u>	<u>TERMINATION ALLOWANCE</u>
<u>At Date of LAYOFF</u>	<u>Number of Weeks' Pay</u>	<u>At Date of LAYOFF</u>	<u>Number of Weeks' Pay</u>	<u>At Date of LAYOFF</u>	<u>Number of Weeks' Pay</u>
Less than 1 year	0	11 years	15	22 years	55
1 year	1	12 "	17	23 "	60
2 years	2	13 "	19	24 "	65
3 "	3	14 "	21	25 "	70
4 "	4	15 "	24	26 "	75
5 "	5	16 "	28	27 "	80
6 "	6	17 "	32	28 "	85
7 "	7	18 "	36	29 "	90
8 "	9	19 "	40	30 "	95
9 "	11	20 "	45	31 "	100
10 "	13	21 "	50	32 " or more	104

Continuous Service Since Date of Latest Employment

Less than 5 years

Termination Allowance

Termination Allowance in accordance with Paragraph 1 based on TERM OF EMPLOYMENT as of the date of the second or subsequent layoff, minus net amount (i.e.,

amount paid to employee less amount refunded in accordance with Paragraph 3) paid to employee as TERMINATION ALLOWANCE at time of prior LAYOFF or LAYOFFS.

5 years or more

TERMINATION ALLOWANCE in accordance with Paragraph 1.

2. Computation

(a) Termination Allowance shall be computed at the employee's ADJUSTED RATE plus applicable NIGHT WORK, SHIFT DIFFERENTIAL and 7-DAY COVERAGE BONUSES in effect at the time of LAYOFF. The TERMINATION ALLOWANCE will be paid in either weekly installments or as a combination of weekly installments/lump sum as follows:

- (1) Employees with a TERM OF EMPLOYMENT less than fifteen (15) years will receive weekly installments.
- (2) Employees with a TERM OF EMPLOYMENT greater than fifteen (15) years will have the option to elect:
 - (i) Weekly installments for the full amount of their TERMINATION ALLOWANCE; or
 - (ii) Weekly installments for the first 50% of their full TERMINATION ALLOWANCE, and the remaining 50% as a lump sum payment to be received during the week following receipt of their last weekly installment.
 - (iii) Or Lump Sum payment at time of layoff.

(b) Weekly installments as provided for in Paragraph 2(a) above shall continue until the earliest occurrence of any of the following:

The employee receives the total number of weekly installments provided for in Paragraph 2(a) above; or

The employee is recalled or re-employed as a regular employee by the Company.

3. Repayment of Termination Allowance

When an employee has received a lump sum Termination Allowance and is subsequently recalled or rehired to a job in the bargaining unit and the number of weeks since the date of the LAYOFF is less than the number of weeks of Termination Allowance granted, the amount of Termination Allowance paid to the employee for the excess number of weeks shall be considered an advance in pay by the COMPANY and repayable through the payroll deduction at the rate of ten percent (10%) of such employee's net wages until repaid in full.

4. New Hires or Rehires

Any employee rehired, or initially hired after January 1, 2006, and who is LAID OFF, shall be granted a TERMINATION ALLOWANCE in accordance with the below schedule and in accordance with the terms outlined in ARTICLE 17(2) and (3).

<u>TERM OF EMPLOYMENT</u>	<u>TERMINATION ALLOWANCE</u>	<u>TERM OF EMPLOYMENT</u>	<u>TERMINATION ALLOWANCE</u>	<u>TERM OF EMPLOYMENT</u>	<u>TERMINATION ALLOWANCE</u>
<u>At Date of LAYOFF</u>	<u>Number of Weeks' Pay</u>	<u>At Date of LAYOFF</u>	<u>Number of Weeks' Pay</u>	<u>At Date of LAYOFF</u>	<u>Number of Weeks' Pay</u>
Less than 1 year	0	13 years	13	25 years	30
1 year	1	14 "	14	26 "	32
2 years	2	15 "	15	27 "	34
3 "	3	16 "	16	28 "	36
4 "	4	17 "	17	29 "	38
5 "	5	18 "	18	30 "	40
6 "	6	19 "	19	31 "	42
7 "	7	20 "	20	32 "	44
8 "	8	21 "	22	33 "	46
9 "	9	22 "	24	34 "	48
10 "	10	23 "	26	35 " or more	52
11 "	11	24 "	28		
12 "	12				

Continuous Service Since Date of Latest Employment

Termination Allowance

Less than 5 years

Termination Allowance in accordance with Paragraph 4 based on TERM OF EMPLOYMENT as of the date of the second or subsequent layoff, minus net amount (i.e., amount paid to employee less amount refunded in accordance with Paragraph 3) paid to employee as TERMINATION ALLOWANCE at time of prior LAYOFF or LAYOFFS.

5 years or more

TERMINATION ALLOWANCE in accordance with Paragraph 4.

5. Special Distributions

- (a) In the event an employee dies before receiving his/her full TERMINATION ALLOWANCE as provided for in this Article, the balance will be paid in a lump sum to the employee's estate if no beneficiary is designated.
- (b) In the event the Company makes the decision to close or sell a location, employees at such location who are currently receiving TERMINATION ALLOWANCE in weekly installments may elect to be paid any remaining balance as a lump sum. In addition, those employees who are LAID OFF as a direct result of the Company's decision to close or sell a location may elect either

the options provided for in Paragraph 2(a) above, or to receive the full amount of their TERMINATION ALLOWANCE as a lump sum.

6. Optional Termination Pay

- (a) If the Company notifies the Union in writing of a surplus which would necessitate layoffs, the Company may, to the degree necessary to resolve the surplus, in order of seniority, offer employees not affected by the surplus condition the opportunity of Optional Termination Pay. The Company will offer Optional Termination Pay where there is an employee(s) at risk of layoff having more than five (5) years TERM OF EMPLOYMENT at the time surplus is declared. Optional Termination Pay offers will not exceed the number of employees declared surplus in the affected Production universe, Tier universe, or Trades classification.
- (b) Regular full-time employees who are not affected by the surplus condition may, to the degree necessary to relieve the surplus and in order of seniority, request Optional Termination Pay on a voluntary basis.
- (c) An employee who elects this option shall leave the payroll without recall rights on a date determined by the Company and receive any unused accrued vacation pay to which the employee is entitled plus a lump sum payment calculated using the following table:

<u>Completed Years of Service</u>	<u>Weeks of Pay</u>	<u>Completed Years of Service</u>	<u>Weeks of Pay</u>
2	2	11	12
3	3	12	14
4	4	13	16
5	5	14	18
6	6	15	20
7	7	16	22
8	8	17	24
9	9	18	26
10	10	19	28

- (d) Three (3) weeks of additional pay for each full year of service in excess of nineteen (19) years.
- (e) It is understood that the Optional Termination Pay maximum will be \$30,500. An employee who is receiving Optional Termination Pay shall not be eligible to the Termination Pay provided for laid off employees under the terms and conditions of this Article.
- (f) It is understood that at the time of surplus, the Company and Union may agree to an enhanced schedule in an effort to resolve the surplus.

7. Transitional Leave of Absence (TLA)

- (a) A Transitional Leave of Absence (TLA) option is granted to employees who voluntarily separate from the Company under the provisions of ARTICLE 17, Paragraph 6. The TLA option serves as a mechanism for allowing these employees to qualify for a service pension under certain conditions.
- (b) An employee separating voluntarily under the Optional Termination Pay provisions of ARTICLE 17, Paragraph 6 is eligible for a TLA if he /she is within one (1) year of actual age and/or service requirements for service pension eligibility under the OFS Pension Plan as of the Company specified separation date (i.e. must meet age and service requirements for pension eligibility no later than the one(1) year calendar anniversary date of the Company specified separation date).

- (c) The minimum combination for age/service requirements for TLA eligibility of the OFS Pension Plan and if not otherwise service pension eligible, is as follows:

<u>Age</u>	<u>Net Credited Service</u>
Any age	29 years
49	24 years
54	19 years
64	9 years

The service and age attained during the TLA are counted only for service pension eligibility and not for computing the amount of the service pension.

- (d) The TLA shall not exceed one(1) year from the date the leave starts (i.e., leave expires on the calendar anniversary of the Company specified separation date), but in any case, will end the earliest of:

the date the eligible employee returns to work for the Company.

the date the employee attains required age and/or service to become service pension eligible, or

death of an employee.

- (e) The TLA will be cancelled effective with the date of (re)hire, recall or death and pension entitlements will be those as of the day before the effective date of the TLA.
- (f) Any TLA initiated after the effective date of this 2006 Agreement will be cancelled effective with the date of recall. Recall rights will only be extended for the period of the TLA.

8. Regular full-time occupational employees covered by this 2006 Agreement are eligible for the provisions of OTP/TLA. The provisions of OTP/TLA are not intended to alter, modify or eliminate the force reduction provisions of the contract.

ARTICLE 18 - FACILITY CLOSING PROGRAM

1. If during the term of this Agreement, the COMPANY notifies the UNION that it will close a facility at which employees represented by the UNION are employed, the COMPANY will offer certain financial assistance to active employees who are on the COMPANY'S roll at that facility as of the date of such notice. The financial assistance shall be offered in accordance with the following provisions:
 - (a) A Termination Allowance in accordance with ARTICLE 17. TERMINATION ALLOWANCES. Subject to the needs of the business, consideration may be given to allowing such an employee to select a termination date earlier than the COMPANY scheduled date.
 - (b) Reimbursement for up to \$2,500 for substantiated training or retraining expenses, provided the employee has at least one (1) year of TERM OF EMPLOYMENT as of his/her date of termination. Such reimbursement would be applicable to such expenses incurred within one (1) year from the actual date of termination.
2. Affected active employees at either the Norcross, or Sturbridge facility may request to transfer to an available job opening at the other facility provided such employee(s) are qualified to perform the work of the job and further provided that the recall list, if any, at the receiving location has been exhausted. For purposes of this Article, qualifications shall be defined as the same PRODUCTION

OCCUPATION level or same JOURNEYMAN TRADES OCCUPATION. TERM OF EMPLOYMENT shall be given the most weight in the selection of employees to transfer when two (2) or more qualified employees are under consideration for such transfer. It is understood that any such transfer would be in lieu of the financial assistance outlined in ARTICLE 18(1) above.

- (a) An employee transferred in accordance with this Paragraph shall maintain his or her TERM OF EMPLOYMENT for purposes of LAYOFF and all other purposes except Movement of Personnel.
 - (b) For Movement of Personnel purposes such an employee shall be treated as a new hire and his or her seniority at the receiving location shall be used for a period of two (2) years after which TERM OF EMPLOYMENT shall apply.
 - (c) Provided the eligible employee elects to relocate his/her residence within six (6) months from the effective date of transfer, the allowance will be the lesser of:
 - (1) The termination allowance for which they would have been eligible upon layoff, with a minimum relocation allowance of \$2,500, or
 - (2) \$6,000.
 - (d) In addition, such employee shall be eligible for:
 - (1) A maximum of three (3) business days paid time off for House Hunting; and
 - (2) A maximum of four (4) business days paid time off for the actual relocation movement of household.
3. An employee who refuses such a job offer will, upon termination, receive a termination allowance computed in accordance with ARTICLE 17. TERMINATION ALLOWANCES which shall be paid and administered in accordance with Paragraph 1(a) above.
4. Wage treatment for employees transferring between locations where a different wage schedule is applicable will be determined as follows:
- (a) Promotion – move from present Standard Rate to a whole step above the nearest step on the new schedule.
 - (b) Lateral – move from present Standard Rate to nearest step on new schedule insuring no loss of pay.
 - (c) Demotion – move from present Standard Rate to the nearest step on new schedule insuring no gain in pay.
5. Employees terminated under ARTICLE 18(1), or transferred in accordance with ARTICLE 18(2) will be entitled to recall to the location from which terminated as provided in the applicable Appendices to this Agreement and subject to the repayment process as set forth in ARTICLE 17. TERMINATION ALLOWANCES.
6. Where the COMPANY deems it appropriate, it may apply any or all of the terms of the Program to employees who may be terminated as the result of major work consolidation or other actions that have a major impact on employees but do not constitute the complete closing of a facility.
7. A Local Union President who is an employee of the COMPANY and up to one (1) other employee, as designated by the UNION, shall have the opportunity to delay such transfer as outlined in ARTICLE 18(2). Such employee(s) is assured that a job in an Occupational Job Classification for the job in

which he or she had been accepted will remain available at the receiving location, provided he or she transfers within 90 days after production ceases at his or her facility.

ARTICLE 19 - SERVICE

1. Unit Seniority

Employees at the Norcross facility and Sturbridge facility shall have no right to “bump” or displace employees at the other facility and shall follow their own Movement of Personnel (MOP).

2. Miscellaneous Service Bridge

For purposes of vacation eligibility for calendar year 2003 and thereafter, all employees on the active roll or on the recall list as of the effective date of this Agreement, and who have been rehired by the Company in a classification eligible for vacation, all prior net credited service will be recognized by the Company for such purpose (but not for pension or any other purposes) after two (2) consecutive years of reemployment service.

3. Layoff Service Bridge

For all employees on the active roll or on the recall list as of the effective date of this Agreement, who were laid off and have been rehired or will be rehired by the Company and have prior periods of three (3) years or more net credited service (which is eligible for recognition under the Pension Plan upon completion of a three year bridge) that are not yet included in current net credited service, all such prior net credited service will be recognized by the Company for purposes of determining the selection of employees to be laid off (but not for any pension purpose). It is understood this will not affect the provisions of Paragraph 2 of this Article.

ARTICLE 20 – BENEFIT PLANS AND PROGRAMS

1. The following listed OFS Benefit Plans and Programs or their applicable successor Plan(s) or Program(s), with all subsequent amendments, shall, in accordance with respective terms, apply to employees in the bargaining units:

- Medical Plan for Represented Employees (including vision)
- Dental Plan for Represented Employees
- Short Term Disability Plan
- Long Term Disability Plan
- Group Life Insurance Programs
 - Accidental Death and Dismemberment Insurance
 - Basic Group Life Insurance
 - Supplementary Basic Group Life Insurance
 - Supplemental AD&D Plans
 - Dependent Supplemental Life and AD&D
 - Dependent Group Life Insurance Plan
- 401(k) Plan for Represented Employees
- OFS Profit Sharing Plan for Represented Employees
- OFS Represented Pension Plan
- OFS Represented Cash Balance Plan

- Employee Assistance Program
 - Flexible Spending Accounts
 - Dependent Care Spending Account
 - HealthCare Flexible Spending Account
 - Long Term Care Plan
 - Personal Leaves of Absence
 - Represented Group Legal Services Program
2. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subjects covered by the existing Employee Benefit Plans.
 3. In the event, during the life of this Agreement, the COMPANY proposes to exercise any right provided in any of the existing Employee Benefit Plans or their successors, by taking action affecting the benefits or privileges of employees represented by the Union, it will before doing so notify the Union of its proposal and afford the Union a period of sixty (60) calendar days for bargaining on said proposal; provided, however; that no change may be made in the Plan which would reduce or diminish the benefits or privileges provided there under as they apply to employees represented by the Union without its consent.
 4. Any dispute involving the true intent and meaning of Paragraph 3 may be presented as a grievance within 30 days after the matter complained of and if not resolved by the parties, it may be submitted within thirty (30) days after the final answer of the COMPANY to the arbitration procedure of this Agreement. However, nothing herein shall be construed to subject the Employee Benefit Plans (or their successors) or their administration of the terms of the proposed change(s) in the Plans to arbitration.

ARTICLE 21 – SALARY RATED EMPLOYEES PERFORMING WORK NORMALLY ASSIGNED TO HOURLY- RATED EMPLOYEES

Work normally assigned to bargaining unit employees will not be performed by non-represented employees (either supervisory or non-supervisory) except when necessary to afford instruction to employees, where there are no represented employees trained for such work and instruction by a non-represented employee will be done only to qualify a represented employee to train other employees; to maintain production for temporary periods where there are no qualified represented employees available; and in emergency situations when qualified represented employees are not available. In addition, engineers and other salaried employees shall perform development work in areas of responsibilities; however, no production work will be done in areas without the assistance of bargaining unit employees.

ARTICLE 22 - WELFARE AND TRAINING PROGRAMS

1. TRAINING SUBCOMMITTEE & ALLIANCE

- (a) Each location will establish a Training Subcommittee whose purpose is to develop and implement annual job-related employee training programs. This Subcommittee will be made up of two (2) representatives each from the Company and the Union at both locations and will meet on a quarterly or as-need basis to develop on-going programs and review implementation status. All decisions and actions shall be initiated by a majority vote of Committee members.
- (b) The Subcommittee will use the Alliance organization as the primary resource in the development and delivery of job-related training programs and as a secondary resource for skills enhancement of employees. The Company commits to contribute \$50,000 annually (\$12,500 per quarter) to the Alliance starting 3-01-15 to cover the cost and delivery of identified job-related training programs applicable to the Norcross and Sturbridge facilities. In the event that the balance of

“Available Unutilized Funds” would drop below \$50,000, the Company and Union will meet within 30 days to determine future contributions. Administration of the programs will come from the Training Subcommittee and the Alliance regional resources with the goal of creating programs to support employee skills enhancement for current and future jobs at OFS. Additionally, the VP of T&T will propose to the Alliance Board of Directors adding OFS as a voting member of the board.

- (c) Employees involuntarily terminated due to layoff, with recall rights, will be afforded access to job-related training programs subject to agreement by the respective local Training Subcommittees.

2. Tuition Assistance

(a) The Tuition Assistance Plan will be modified as follows:

- (1) Calendar year undergraduate cap reimbursement will be \$5000 and \$7000 for graduate degree education.
- (2) Reimburse employees for required textbooks up to \$150 per course, per semester upon providing receipts.

Full-time employees will be reimbursed after receipt of grades.

3. OFS Voluntary Transfer Plan

- (a) Employees who volunteer for a transfer to the other location, Norcross or Sturbridge, and are qualified for the open position will be selected by most senior Net Credited Service Date, except that an employee who has been notified of layoff will be selected before an employee who has not been notified of layoff. It is understood that employees, except those employees who are surplus, and who transfer under the OFS Voluntary Transfer Plan will not be afforded the relocation benefits as outlined in ARTICLE 18, FACILITY CLOSING PROGRAM.
- (b) Wage treatment for employees transferring between locations where a different wage schedule exists will be determined as follows:
 - (1) Promotion – move from present Standard Rate to a whole step above the nearest step on the new schedule.
 - (2) Lateral – move from present Standard Rate to nearest step on new schedule insuring no loss of pay.
 - (3) Demotion – move from present Standard Rate to nearest step on new schedule insuring no gain in pay.
- (c) Employees at the Norcross and Sturbridge facilities shall have no right to “bump” or displace employees at the other facility and shall follow their current Movement of Personnel (MOP) at the time of any surplus and the Movement of Personnel (MOP) at the new location after the date of transfer.

ARTICLE 23 – SUBCONTRACTING AND OUTSOURCING/WORK CONSOLIDATION

1. Subcontracting – Skilled Trades Work

- (a) The COMPANY will not subcontract work traditionally performed by trades employees if a surplus exists in the trades occupation being considered for subcontracting, if a layoff is pending in the affected occupation, or if a JOURNEYMAN in the affected occupation is on the recall list and is available for work within a reasonable time period. The COMPANY may, however, subcontract technical or construction projects of short duration in lieu of recalling from layoff. It is understood that short duration is defined as a maximum of 30 days, unless the parties agree to a longer period through discussions at the Labor Management Trades Committee in accordance with ARTICLE 23 (3) and (4).
- (b) Where no recall exists, the COMPANY may subcontract work traditionally performed by bargaining unit trades employees if one or more of the following conditions exist:
 - (i) The skills and/or equipment needed are not available within the facility, or,
 - (ii) The work is on a technical or construction project of short duration or that the use of COMPANY employees is not practical, or,
 - (iii) The COMPANY has determined that it is unable to perform the work as economically in its facility. For machine and tool construction and maintenance work, this determination shall be based on a comparison of the JOURNEYMAN'S wages and indirect labor costs (costs, such as pensions, the COMPANY contribution to social security, unemployment taxes, death benefits, life insurance, health care plan, vision care plan, dental plan and Company contributions to the 401k Plan for Represented Employees) with the contractor's total cost. For plant construction work (moves and rearrangements), this determination shall be based on a comparison of the JOURNEYMAN'S wages and indirect labor costs with the contractor's direct and indirect labor costs.
- (c) The Company will notify, in advance where practicable, the Union's representatives to the Labor Management Trades Committee of significant items of work to be performed within the facility by outside contractors. Additionally, the COMPANY will review the economics, skills necessary to do the work, and costs associated with such subcontracting of trades work with the Union.
- (d) Labor Management Trades Committee

At each location, a Labor Management Trades Committee will be established with two representatives each from the Union and Company. The Committee's specific responsibilities will be:

- (i) Identifying and advising of issues that can improve the perception and utilization of skilled trades.
- (ii) Developing and implementing a process to identify the present and future skills required for trade classifications.
- (iii) Encouraging the use of Company resources to work with the Labor Management Trades Committee to assist in providing the necessary training to afford employees an opportunity to qualify for and complete apprenticeship programs as needed.
- (iv) General items such as necessary overtime
- (v) To review subcontracting decisions in accordance with this Article.

(e) Journeyman Card

The Company will issue a JOURNEYMAN Card to each JOURNEYMAN who:

- (i) is currently classified a JOURNEYMAN and assigned in a JOURNEYMAN TRADES OCCUPATION; and
- (ii) has satisfactorily completed an accredited apprenticeship training program in said occupation, or has performed in said occupation for at least ten (10) years and has progressed to the MAXIMUM RATE applicable hereto.

2. Outsourcing/Work Consolidation – Production and/or Tier Work

a. Outsourcing/Work Consolidation

The Company and Union share mutual concerns over the employment security of on-roll employees represented by the Union and their desires to retain work normally performed by these employees. In recognition of these mutual concerns, the parties agree that a process shall be developed to address such issues. Thus, it is agreed that the Union will be provided advance pertinent information relating to the Company's intention to either outsource Production and/or Tier work to another company or consolidate work to another OFS location. In addition, the Union will be given an opportunity to discuss such matters. It is further agreed that any process cannot interfere with the Company's right to make timely decisions consistent with the overall interests of the business.

- (i) An Outsourcing/Work Consolidation Committee consisting of Union and Company representatives will be established at each location. The purpose of the committee is to give the parties the opportunity to conduct open and thorough discussion concerning the Company's intention to either outsource Production and/or Tier work to another company or consolidate work to another OFS location normally performed by represented employees. The process each committee will use to facilitate discussions will be determined by the committee.
- (ii) The Union will be represented on the committee by the Local Union President or his/her designee and one (1) other employee selected by the Union.
- (iii) The Company will notify the Union in a timely manner prior to making a final decision to either outsource Production and/or Tier work to another company or consolidate work to another OFS location. Once notified, the committee will set appropriate dates to discuss either the outsourcing issue or the work consolidation issue.
- (iv) Committee information sharing concerning the Company's intention to either outsource Production and/or Tier work to another company or consolidate work to another OFS location should include, but not be limited to, the following:
 - Economics and basis for the intention to outsource or consolidate work.
 - Impact outsourcing or consolidation may have upon employees at the affected location.
 - Other pertinent information (e.g. market conditions, flexibility, other viable alternatives).

ARTICLE 24 – SHUTDOWN SCHEDULING

1. The COMPANY may schedule up to 3 weeks of shutdown each calendar year and will notify the UNION by December 31 of the prior year.
2. If additional shutdowns, due to unforeseen business conditions, are announced, the COMPANY will provide as much advance notice as possible. Volunteers shall be sought by Term of Employment before a segment of the operations are shut down and affected employees are notified. Affected employees may elect non-paid days or vacation and/or EWD's to the extent eligible.
3. If work assignments are available during any shutdown, volunteers shall be sought, by Term of Employment, from affected employees for such work assignments.
4. Scheduled shutdown(s) or additional shutdown(s) shall not be considered as a LAYOFF for the purposes of ARTICLE 17, TERMINATION ALLOWANCES.

ARTICLE 25 – COMPLETE AGREEMENT

The COMPANY and the UNION acknowledge that during negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals regarding terms and conditions of employment.

The COMPANY and the UNION agree that negotiations may be requested by either party on any subject not specifically bargained upon during negotiations of this Agreement and, by mutual consent, the parties will bargain over those subjects. Any agreement reached in such bargaining shall be supplemental to this Agreement, but shall not extend beyond the termination date of this Agreement except by mutual consent of the parties.

ARTICLE 26 – DURATION

This Agreement shall become effective at 12:01AM, on June 2, 2013, but only if ratified by the UNION Membership and approved by the President of the Communications Workers of America and the COMPANY so notified on or before 11:59 PM on September 11, 2013. When so effective, it shall continue in effect until 11:59PM on May 28, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

For the UNION:

Bill Bates
Vice President

James Cosgrove
CWA Representative

Martha Flagge
CWA Representative

Voricea Phillips
CWA Local 3263

Chris Lapierre
CWA Local 1365

Approved:

Larry Cohen
President

For the COMPANY:

Stephanie Y. Street
Senior Vice President

Ralph Williams
Senior Manager – Employee Relations

Veleta Holland
Senior Benefits Manager

Vicki Wheeler
Senior Manager – Human Resources and Labor

Jocelyn Callis
Senior Manager – Human Resources and Labor

MEMORANDUMS OF AGREEMENT / LETTERS

- A. NEUTRALITY AND CONSENT ELECTION**
- B. JOINT COMPANY/UNION COMMITMENT TO CONTINUOUS IMPROVEMENT EFFORTS**
- C. PERSONAL LEAVE OF ABSENCE**
- D. DOMESTIC PARTNER BENEFIT COVERAGE**
- E. MEDICAL DISAGREEMENTS**
- F. FILLING TRADES VACANCIES**
- G. DRUG TESTING**
- H. EMPLOYEE RESOURCE COORDINATOR**
- I. RETIREE MEDICAL BENEFITS / RETIREE BUYOUT**
- J. PENSION BANDS**
- K. MEMORANDUM – COST REDUCTION DISCUSSIONS FOR HEALTHCARE PLANS**
- L. MEMORANDUM - OFS/CWA JOINT HEALTHCARE COMMITTEE**
- M. WAGE SUPPLEMENTS**
- N. UNION REPRESENTATIVE NON-PAID TIME**

**MEMORANDUM OF UNDERSTANDING REGARDING
NEUTRALITY AND CONSENT ELECTION
Dated June 1, 2003**

The Union and the Company recognize that it is in their mutual interest to operate in the spirit of partnership and common vision. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. The parties also recognize the Unions' goal of growing membership.

In order to maintain the perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and consent election will be applicable only to the facilities currently located in Norcross, Georgia, Sturbridge, Massachusetts, Somerset, New Jersey, and Avon, Connecticut. The Union agrees that this Memorandum will not apply to any other corporate entities or facilities owned or in the future to be owned or operated by OFS-Fitel and/or OFS Brightwave, their parents, subsidiaries, affiliates, purchasers or successors or assigns.

1. Employee Choice

Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a Union is one that does not belong to either the Union or to the Company. Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage, and nurture an environment during a Union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct, and voting will be performed by local management and local Union officials, i.e., those directly impacted by these discussions. The local Union and management officials may request a meeting with the appropriate Union and Company headquarters representatives at the beginning of this process.

2. Neutrality

The Company and the Union agree that an organizing drive should be and will be met by Company conduct that neither helps nor hinders organizing efforts. This statement is consistent with and reinforces the previously established principle of employee choice. The environment is intended to foster employee choice and information communicated by either party should be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-Union nor will the Union be anti-management.
- (b) Management will not advocate that employees should vote against Union representation.
- (c) The Union will be afforded reasonable opportunities for access to communicate with employees.
- (d) Management may respond to individual employee questions, and may correct inaccurate or misunderstood information by employees.
- (e) The Union will be referred to by name and will not be characterized as a "third party" or "outsider".

- (f) Any written information distributed to employees by either party relative to the organizing campaign will be simultaneously shared with the other. The parties' communications with employees will be in accordance with this agreement.
- (g) Neither party will hire or seek the assistance of consultants who encourage an adversarial relationship.
- (h) Neither managers nor Union representatives will be personally attacked, by name or by descriptive reference, in campaign literature or discussions.
- (i) Neither the Union nor the Company will be attacked as institutions.
- (j) The Company will not conduct "captive" audience meetings.

Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.

3. Election Procedures

The procedures to be followed are listed below:

- (a) The Union must show that a majority of employees in a unit appropriate for collective bargaining have signed show of interest cards indicating their desire for a representation election. The cards must be dated within three months of the date they are presented to the Third Party Neutral (TPN). Cards signed by persons who are no longer employed by OFS at the time of submission to the TPN will not be valid.
- (b) If an election is conducted and the Union is not successful, another election will not be scheduled for twelve months. During this time, no Union organizing campaign for that unit will be permitted.
- (c) A majority of those who vote, validated by the TPN, will determine the outcome.
- (d) The TPN will resolve any issue concerning challenged ballots by following the NLRB's rules and decisions.

4. Time Bound

It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90 day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process, exceed 120 days. If the employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not preclude the local union from having contact with the workers in the group outside of the workplace. If the employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and any resulting collective bargaining agreement will apply only to the agreed upon unit.

5. Informed Decision

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a labor union. Management's role during this process will include:

- (a) responding to individual employee inquiries,
- (b) explaining the organizing process, including any obligations and responsibilities of the parties,
- (c) correcting any inaccuracies or misstatements or any employee misunderstandings of information disseminated during the campaign process.

6. Free from Coercion

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union, or any other persons or entities during any part of this process. One way to ensure this objective is to have an NLRB conducted election.

In the alternative, the Company and the Union agree to use a process called "Consent Election". This process will work as follows:

- (a) The Union shall initiate the consent election process by providing to a third party neutral (TPN) proof of support by means of show of interest cards as described in Paragraph 3(a), above. The TPN will then notify OFS and request a list of names, job titles and work addresses. The Company will furnish the list within three business days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance with this agreement.
- (b) The election process will be supervised by a mutually selected TPN, whose role it is to ensure the integrity of the process itself, and will be conducted within two (2) weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a secret ballot election. The TPN will count the votes and advise the parties of the outcome. Consistent with Paragraph 3(c) of this agreement, a majority of those who vote will control. Each party may have an observer present when the TPN counts the ballots.
- (c) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases in which there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of the TPN and/or of using a neutral site will be shared equally by the parties.

If there is a dispute as to the composition of the unit, the TPN shall either decide the issue within an additional seven days or order an election as described above with the decision as to the composition of the unit to follow the election within no more than seven days.

7. Access Agreement

As soon as reasonably practicable after a request by the Union for access, local management and Union representatives will meet to discuss the details related to reasonable access to the unit by Union representatives. The Union will be allowed reasonable opportunities for access to OFS facilities. It is the intent and commitment of the parties that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of OFS generally and, specifically, the unit which is the subject of the organizing campaign. Access agreed upon will be in non-working areas and during employee non-working times.

If OFS and the Union are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other OFS units will be looked to for guidance as to what works and is reasonable. OFS and the Union commit that they will negotiate an access agreement in an expeditious manner.

8. Dispute Resolution

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, local OFS Management and appropriate Union representatives. It is the intent and desire of OFS and the Union that such matters be dealt with and are best dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that, if every good faith and reasonable effort has been made, but the matter still remains unresolved, the process described below will be utilized.
- (b) The TPN will resolve disputes in the manner set forth in this agreement. The TPN must be an active or retired attorney who has experience in, and is familiar with, NLRB procedures and precedents regarding unit determination issues. Either OFS or the Union can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three business days' written notice to both the other party and the TPN. The notice will provide a complete statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between themselves.
- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.), the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.

If, after a good faith attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived access problem. However, in no event will the TPN take longer than five (5) days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.

- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree, after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to the TPN and an expeditious hearing shall be conducted. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the National Labor Relations Board and Appellate reviews of such Board decisions.

- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. OFS and the Union believe that these matters are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

OFS and the Union agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses resulting from the use of the TPN process shall be shared equally by OFS and the Union.

JOINT COMPANY/UNION COMMITMENT TO CONTINUOUS IMPROVEMENT EFFORTS

OFS and CWA recognize that, not unlike today, the business of tomorrow will be characterized by intense global growth and competition. In order to meet the global challenge, the parties agree to improve market position and continue to be responsive to customer needs; joint Union/Company participation efforts are essential.

Pledge of Support

The Company and Union agree to promote continuous improvement efforts at the Norcross and Sturbridge Facilities. Quality Circles and Teams will be selected on a voluntary basis and will include input, effort and participation from Bargaining Unit Members, Union Representatives, and Management.

The Company agrees, that where there are more volunteers than needed, to balance seniority and rotation of represented participants in the selection process. The Company and Union agree that local issues and/or grievances will be addressed through the grievance and arbitration process, and not leveraged against this mutual pledge of support. It is understood that Quality Circles and Teams will not deal with items inconsistent with the Contract.

Oversight Committee

A committee will be formed consisting of two (2) Company representatives and two (2) Union representatives at both the Norcross and Sturbridge facilities. The Company and Union Locals will select their representatives respectively. The purpose of the committee will be to meet as necessary in regards to formation, progress review, closure of Quality Circles and Teams, and other functions as the committee deems necessary. It is understood that the parties may jointly participate in general voluntary meetings and that the oversight meeting is held separate to the general meeting.

PERSONAL LEAVE OF ABSENCE

Employees may request a leave as a formal arrangement, approved in advance, for a period of time away from work without pay. OFS does not recognize a Leave of Absence in excess of 90 days, unless directly related to Family Medical Leave Act (FMLA), Short Term/Long Term Disability, Workers Compensation, Union Leave, Jury Duty or Military Leaves.

Employees may request a Personal Leave of Absence due to special non-medical related personal

needs. If granted, Personal Leave begins on the first day of absence and is normally granted for a maximum period of 90 days, which is granted either consecutively, or intermittently within a 12-month period. During a 12-month period, employees may be granted a maximum of one leave of 90 consecutive calendar days, or more than one leave totaling no more than 90 days. An extension may be granted based on the nature of the individual's situation with proper HR approvals. Such leaves will be unpaid. Personal Leaves may be granted at the discretion of management and approved by the immediate manager, General Manager and appropriate Human Resources Business Partner. Vacation or other time-off entitlements for which the employee is eligible must be taken before the leave starts.

Approval for a Personal Leave request will depend on business/department needs and upon the circumstances of the request. Employees enrolled in the Group Insurance Plan while on Personal Leave will be responsible for paying the employee cost for medical coverage.

REINSTATEMENT

The employee will be reinstated to a similar or like job and at the same pay. Employees who have not been reinstated to the active payroll on or before his/her leave expires, will incur a break in service. In this event, the employee will be terminated from employment effective on his/her last day on the active payroll before commencing his/her leave.

Examples:

1. An employee wants to take 2 months off to prepare for his/her bar exam or to fulfill requirements related to an undergraduate or graduate degree.
2. An employee requests time-off necessary to serve as a caregiver for a distant relative.
3. An employee requests additional time-off related to administering affairs of an estate.
4. An employee's spouse has taken a job in another location where OFS has a facility and needs time-off to apply for continued employment.
5. An employee requests time off related to caring for an immediate family member, including a child or a parent. Should any or all of the time be covered under FMLA, it is understood that this leave runs concurrent with FMLA.

DOMESTIC PARTNER BENEFIT COVERAGE

The parties agree that, effective June 1, 2003 the Company will permit active occupational employees (who satisfy the eligibility requirements under the benefit plans) to enroll their Domestic Partners and such Domestic Partner's eligible dependent children in the following OFS benefit plans:

- Medical Plan for Represented Employees (including Vision)
- Dental Plan for Represented Employees
- Represented Group Legal Services Program

All of the terms and conditions of the above-referenced benefit plans, other than as specified below, shall apply to the coverage of the Domestic Partner and the Domestic Partner's children including, but not limited to, coordination of benefits, deductibles, out-of-pocket maximums, maximum limitations, and co-payments.

Eligibility Criteria

For purposes of coverage under the above-referenced benefit plans, a Domestic Partner shall include an individual who:

- Is a member of the same sex as the employee
- Complies with any state or local registration process for Domestic Partners, if applicable,
- Satisfies each of the specific criteria identified below and completes a Notarized Affidavit attesting that the employee and the Domestic Partner:
 1. reside in the same household as a member of the household,
 2. are each 18 years of age or older,
 3. have mental capacity sufficient to enter into a valid contract,
 4. are unrelated to each other by blood or marriage and are not legally married to another individual,
 5. consider themselves to have a close and committed personal relationship, and have no other such similar relationship with any other person,
 6. are responsible for each other's welfare and financial obligations (e.g., joint lease or joint bank account),
 7. reside in a state under the law of which marriage or an attempted marriage between these two persons is not recognized as a valid marriage, and
 8. provide such other information as may be necessary for the Company to determine whether the Domestic Partner or the children of a Domestic Partner are the Employee's dependents under Section 152 of the Internal Revenue Code ("Code").

Coverage for Eligible Children of a Domestic Partner

Children of a Domestic Partner may be eligible for coverage if the children otherwise satisfy the definition of a Class I Dependent under the OFS benefit plans listed above.

Termination of Coverage for a Domestic Partner

Coverage for a Domestic Partner and/or the Domestic Partner's children shall terminate automatically as of the end of the month in which any of the criteria necessary for such an individual to be recognized as a Domestic Partner, specified above, ceases to exist. Employees who enroll a Domestic Partner and/or a Domestic Partner's children shall be required to file an Affidavit of Termination of the Domestic Partnership if any of the criteria required to be covered as a Domestic Partner cease to be satisfied.

Limited Domestic Partner Benefits Under the Retiree Benefit Plans

Retired employees shall not be permitted to enroll a Domestic Partner under the OFS Medical Plan for Retired Employees or the OFS Dental Plan for Retired Employees (collectively the "retiree plans"), provided however, that an active employee who has a Domestic Partner covered under the OFS Medical Plan for Represented Employees and/or the Dental Plan for Represented Employees on the date of the employee's retirement from the Company shall be permitted to continue the coverage for such enrolled Domestic Partner, subject to the terms and conditions of the retiree plans. If coverage for a Domestic Partner enrolled under the retiree plans ceases, the Retired Employee shall not thereafter be entitled to enroll a new Domestic Partner in the retiree plans.

June 1, 2003

Mr. Robert G. Richhart
Administrative Assistant to the Vice President
Communications Workers of America
501 3rd Street, Suite 230
Washington, D.C. 20001

Subject: Medical Disagreements re Employee's Ability to Return to Work

Dear Mr. Richhart:

This will confirm our understanding regarding the disposition of the Union's demand to establish a third party doctor routine for all medical disagreements between an employee's personal doctor and a Company doctor concerning ability to work.

The Company and the Union recognize that these types of disagreements between professionals in the medical community have at times been the basis for disputes among the parties at the local level.

Therefore, we have agreed that the process for resolving such disagreements should be addressed at the local bargaining tables where the problem may exist.

Sincerely,

/s/ George Arseneau

George E. Arseneau
HR, Vice President for OFS

May 28, 2003

Robert G. Richhart
Adm. Asst. to Vice President
Communications Workers of America
501 Third Street, N.W.
Washington, D.C. 20001-2797

Re: Filling Trades Vacancies

Dear Bob,

This will confirm our understanding concerning the order of consideration for filling Trades vacancies.

When a vacancy in a JOURNEYMAN TRADES OCCUPATION occurs, employees who have qualifications for the job will be considered in the following order:

FOR TRADES GROUP II VACANCIES

1. Trades Group II Journeymen
2. Trades Group I Journeymen
3. Production and Tier Employees
4. New Hires

FOR TRADES GROUP I VACANCIES

1. Trades Group I Journeymen
2. Production and Tier Employees
3. New Hires

Sincerely,
/S/ George Arseneau

George E. Arseneau
VP Human Resources

June 1, 2003

Mr. Robert G. Richhart
Administrative Assistant to the Vice President
Communications Workers of America
501 3rd Street, Suite 230
Washington, D.C. 20001

Subject: Drug Testing

Dear Mr. Richhart,

This will confirm our agreement concerning drug testing of employees pursuant to current regulations of the Department of Defense (DOD) and Department of Transportation (DOT).

The Company and the Union recognize that, during the life of the agreement, certain of the Company's employees will be or may become subject to such laws or regulations. The Company and the Union agree that drug testing including, but not limited to, random drug testing, of bargaining unit employees may be conducted as required by law or government regulation. The Company and the Union further recognize that current DOD and DOT regulations do not require the imposition of sanctions or disciplinary action against any employee to be found to be using drugs illegally. Accordingly, the Company further agrees that it will take no adverse action against such an employee, as a direct and immediate result of information obtained in a test applied under DOD or DOT regulation, other than to transfer the employee from a position that is subject to the regulations. In the event an employee sues the Union and/or the Company because of the enforcement or Company's compliance with such regulations, the Union shall be held harmless by the Company.

The Company further agrees to notify the Union if it enters into a contract with the DOD which includes the "Drug-Free Work Force" clause currently prescribed by DOD regulations or has positions which are subject to regulations under the DOT, and to submit in written form its proposal regarding any testing program. Upon such notification, the Union agrees to enter into negotiations concerning the program.

Should agreement not be reached within thirty days from such date of notification, the Company may implement the program only to the extent necessary to meet the requirements of the Drug-Free Work Force clause and applicable DOD/DOT regulations.

Sincerely,

/s/ George Arseneau

George E. Arseneau
HR, Vice President for OFS

June 12, 2003

Mr. Robert G. Richhart
Administrative Assistant to the Vice President
Communications Workers of America
501 3rd Street, Suite 230
Washington, D.C. 20001

Subject: Employee Resource Coordinator

Dear Mr. Richhart,

This will confirm our understanding reached in National Bargaining concerning the Employee Resource Coordinator position.

It is understood that the Norcross Employee Resource Center office will be closed, however the ERC Coordinator position will be retained for the term of the 2003 Agreement. The duties of the position will be broadened to enhance services to employees which include assistance and counseling concerning benefit programs, education and training, personnel programs and general support to the OFS Human Resources function. The position will report to Patti Taylor, Senior Manager – Benefits and Compensation.

Sincerely,

/s/ George Arseneau

George E. Arseneau
HR, Vice President for OFS

RETIREE MEDICAL BENEFITS

PRE AGE 65 RETIREES AND DEPENDENTS

Effective January 1, 2014, medical and prescription drug coverage under the OFS Fitel, LLC Represented Retiree Medical and Dental Plan (the "Plan") will be limited to qualifying retirees who are not eligible to enroll in Medicare ("Pre-Medicare Coverage").

Effective January 1, 2014, OFS will make available the services of Extend Health for retirees who do not qualify for the Plan solely due to Medicare eligibility. Extend Health is a private exchange that provides consulting and assistance with selection and enrollment in Medicare-related coverages such as Medigap (Medicare supplemental insurance), Medicare Advantage (Medicare-approved private insurance covering Medicare Part A and Part B coverage), Medicare Part D prescription drug coverage (PDP), vision, and dental.

Spouses and dependents of retirees will be eligible for Pre-Medicare Coverage under the Plan (until Medicare eligible). Upon becoming eligible for Medicare, they will be eligible to receive Extend Health services.

For each retiree who transitions to Extend Health, OFS will provide a Health Reimbursement Account (HRA) with an annual contribution of \$1,200 during the term of the agreement. For each spouse and dependent who is covered under the Pre-Medicare Coverage under the plan and later becomes eligible for Medicare, OFS will make available an additional \$1,200 contribution annually in the retiree's HRA during the term of the agreement. HRA accounts are similar to health flexible spending accounts (FSAs), except that all contributions are made by OFS and remaining balances roll over from year to year

Schedule of Monthly Pre-Age 65 Retiree Medical Premiums (to include Dental)

The actual monthly Pre-65 retiree contributions required between June 2, 2013 and May 28, 2016 are shown in the table below, by the different coverage types.

Coverage Type	01/01/2013 to 12/31/2013	01/01/2014 to 12/31/2014	01/01/2015 to 12/31/2015	01/01/2016 to 05/28/2016
Retiree Only <65	\$504	\$ 469	\$ 513	\$ 560
Retiree <65 & Spouse <65	\$1,058	\$1,068	\$1,159	\$1,258
Retiree <65 & Child(ren)	\$818	\$ 792	\$ 844	\$ 899
Retiree <65 & Family	\$1,225	\$1,248	\$1,354	\$1,468
Retiree ≥ 65 & Family (Retiree ≥65 and Spouse < 65) <i>(Not eligible for Benefit Allowance)</i>	\$784	\$606	\$711	\$829
Retiree ≥65 & Spouse <65	\$653	\$485	\$573	\$671

Schedule of Monthly Pre Age 65 Retiree “Dental Only” Premiums

Coverage Type	06/02/2013 to 05/28/2016
Retiree Only	\$17.00
Retiree plus Child(ren)	\$29.00
Retiree plus Spouse	\$37.00
Retiree Family	\$40.00

POST AGE 65 RETIREES AND DEPENDENTS:

Schedule of Monthly Post-Age 65 Retiree Medical Premiums:*

Coverage Type	01/01/2013 to 12/31/2013	01/01/2014 to 12/31/2014	01/01/2015 to 12/31/2015	01/01/2016 to 05/28/2016
Retiree 65+ Only	Extend Health			
Retiree 65+ & Spouse 65+	Extend Health			
Retiree 65+ & Child(ren)*	\$584	\$101	\$138	\$178
Retiree & Spouse 65+ & Family* <i>(Benefit Allowance Applied)</i>	\$784	\$360	\$465	\$583

*The above rates have been adjusted to reflect the retiree is enrolled in the Post Age 65 coverage, Extend Health, and is not subject to the Benefit Allowance.

RETIREMENT BENEFIT ALLOWANCE:

Effective June 2, 2013, any active represented employee who is retirement eligible and who retires during the life of this agreement is entitled to a Retirement Benefit Allowance. The monthly allowance for Pre-65 Retiree Only coverage is \$246. The monthly allowance for any coverage level for Pre-65 Retiree + Dependent coverage is \$518.

- The Benefit Allowance will be granted throughout the life of this agreement for Pre-65 age retirees.
- The benefit allowance is not applicable to Post-65 retirees and/ or spouses.
- The benefit allowance is not applicable for “Post-65 retirees who elect “Retiree plus Family” or “Retiree Plus Dependent” coverages
- When a retiree elects “Retiree & Spouse”, where one is less than 65 years old and one is at least 65 years old
 - The Benefit Allowance \$246 will be granted to Retiree or Spouse who remains in the Pre-65 Retiree group plan.

- The Retiree and/ or spouse that is 65 years or older will transition to Extend Health.

Calculation of Required Retiree Contributions

For purposes of determining the Average Expected Annual Costs of the Plan for the various coverage types shown above, OFS will collect all actual paid claims plus administrative and stop loss expenses from January 1, 2015-December 31, 2015. Once these costs have been collected, then OFS will:

1. Determine the actual aggregate cost of these claims (including the cost of administration) for each of the coverage categories.
2. Identify the utilization of the Plan, by coverage type, to determine the appropriate headcounts that correspond to the claims experience collected in item (1).
3. Based upon the information collected in (1) and (2), determine the average cost (including dependent costs) for such year per retired employee in each group.
4. Adjust the average amounts determined in item (3) by an inflationary amount, to account for expected medical trend, to be determined by the OFS Benefits Committee, as described below. This will produce the Average Expected Annual Costs for each coverage type.
5. Multiply the results in (4) by 60% to arrive at the amount a retiree will be required to pay for coverage. Divide this by 12 to produce a monthly contribution requirement.

Medical Inflation and Projected Costs

Expected medical inflation trend used to calculate the required retiree contributions as described above in item (4) shall be the same as is used in the annual accounting valuation of the retiree medical plan.

OFS and a representative from CWA will meet annually to review the new funding level. No changes to premiums or plan designs will be made by either party during the life of the Agreement.

Retiree Buyout

OFS will offer a one-time voluntary opportunity to receive cash instead of future health benefits. The terms and conditions for the “retiree buyout” are as follows:

1. All OFS active represented employees on roll June 2, 2013 with 15 or more years of service will be eligible to receive a “buy-out” during the life of this “Agreement”.
2. All OFS active represented employees with “buy-out” eligibility will have the option to select the “buy-out” upon becoming retirement eligible in accordance with the OFS Represented Retirement Plan. In exchange, the retiree will forever waive his or her chance (and that of his or her dependents) to be covered under the OFS Represented Retiree Medical and Dental Plan.
3. The cash payment instead of benefits (i.e., the “buy-out”), will total twenty thousand dollars (\$20,000.00) per retiree.
4. If the OFS active represented employees with “buy-out” eligibility do not choose the “buy-out” upon becoming retirement eligible in accordance with the OFS Represented Retirement Plan, those employees will default into the new OFS Represented Retiree Medical and Dental Plan and will be charged the new negotiated rates.
5. The “buy-out” payments will be paid in equal installments over a two year period beginning on the date of your retirement. The final installment will be dispersed on December 1st of the year following your retirement as specified in the table below.
6. OFS will make the “buy-out” payments directly to the retiree or the retiree’s guardian, as directed by the retiree. All “buy-out” payments will be taxable to the retiree.
7. The “buy-out” will be executed according to the following schedule.

Payment Schedule	
“Buy-out” Payments are scheduled	
First Payment – Date of Retirement	\$10,000
Second Payment – Dec 1st of the year following your retirement	\$10,000

During the life of the Agreement the Company will execute the following exit schedule for allowing employees who are retirement eligible in accordance with the OFS Represented Retirement Plan to receive the “buy-out” option.

Number of Employees allowed to receive “buy-out” in 2013	5
Number of Employees allowed to receive “buy-out” in 2014	10
Number of Employees allowed to receive “buy-out” in 2015	10
Number of Employees allowed to receive “buy-out” in 2016	5
<i>Note: Business need will dictate whether or not the Company exercises it’s right to increase the number above the established caps</i>	

Note:

- Anyone accepting the Retiree Medical Buy-out prior to the ratification date will be governed under the 2009 Collective Bargaining Agreement.
- The Retiree Medical Buy-out will not be re-instated for current retirees.
- Any current active employee that elects to retiree during the life of the “Agreement” has the option of the Retiree Medical Buy-Out or the Retirement Benefit Allowance but not both

Effective June 1, 2003, the following pension band amounts will be effective for those employees retiring on or after June 1, 2003.

Pension Band	For Retirements on or after June 1, 2003
102	30.76
103	32.01
104	33.24
105	34.49
106	35.75
107	37.02
108	38.24
109	39.50
110	40.74
111	41.99
112	43.22
113	44.49
114	45.70
115	46.96
116	48.21
117	49.45
118	50.69
119	51.95
120	53.18
121	54.43
122	55.68
123	56.91
124	58.15
125	59.42
126	60.62
127	61.89
128	63.13
129	64.40
130	65.62
131	66.89
132	68.11
133	69.36
134	70.65
135	71.84

**MEMORANDUM OF UNDERSTANDING
CONCERNING THE FACILITATION OF DISCUSSIONS
IN AN EFFORT TO REDUCE COSTS FOR BOTH THE
RETIREE AND ACTIVE HEALTHCARE PLANS**

June 1, 2009

In August 2009, the Joint Healthcare Committee (JHCC) will meet to discuss implementing a Medicare Advantage Plan, for Medicare-eligible retirees, in an attempt to reduce the cost of retiree healthcare. Provided a consensus is reached by the members of the JHCC, the Medicare Advantage Plan should become effective on 1/1/10. The Medicare Advantage plan design will be comparable to the current OFS Medical Plan for Medicare-eligible retirees.

In addition, at the August meeting, or no later than 12/31/09, the JHCC will meet with Express Scripts (ESI), OFS' Prescription Drug Benefit Manager (PBM), to discuss implementing prescription drug programs that **may** make the Prescription Drug Program (PDP) more cost-efficient, to further reduce medical costs. New prescription drug programs would be implemented as soon as possible following the JHCC meeting with ESI. As a result of implementing the Medicare Advantage Plan and new prescription drug programs, the JHCC will annually review claims experience to determine whether plans savings have been realized, and to analyze overall claims utilization, in an attempt to reduce retiree premiums in Plan Year 2012.

**MEMORANDUM OF UNDERSTANDING
IN REGARDS TO THE
OFS/CWA JOINT HEALTHCARE COMMITTEE**

The Company and CWA agree to establish a Joint Healthcare Committee (JHCC) in order to facilitate awareness of the OFS healthcare benefit. A major focus of the JHCC will be to develop communications strategies to assist active and retired participants to use the OFS healthcare benefit more efficiently and cost-effectively, as well as to promote a greater awareness among employees & retirees of being value-conscious healthcare consumers. The JHCC members, using consensus, may recommend opportunities to improve the overall healthcare program.

The Committee will meet semi-annually, or more often as needed. One of the semi-annual meetings will be held face to face and another will be held via Video Teleconference, if possible. If the technology is not available to all members of the Committee, the meeting will be held via telephone conference call. The location of the face to face meetings will be determined by consensus of the full Committee.

JHCC Members

The JHCC will be comprised of one (1) Union appointee from each of the two manufacturing facilities (Sturbridge, MA and Norcross, GA) represented by this agreement, as well as one (1) CWA Staff representing the CWA National office. In addition, the Committee will include one (1) Company appointee, representing HR, from each of the two manufacturing facilities (Sturbridge, MA and Norcross, GA) and one (1) Company appointee from the Benefits Department who has benefits responsibilities for both represented manufacturing facilities (Sturbridge, MA and Norcross, GA). Appointees will include members with benefits, health and labor expertise.

Upon the implementation of state and federal programs, the Committee will determine the applicability of any plans, programs, laws, regulations, or orders that result in cost reductions or savings.

If applicable, any Medicare Part D reimbursements the Company receives will be used to offset overall retiree healthcare costs.

Any potential savings, to include, reductions in funding levels and/or premiums will not supersede the agreed upon allocation of cost sharing of 40% employer and 60% Retirees, as well as the negotiated cost sharing for Active represented employees. OFS and the JHCC will meet annually to review the new funding levels. Changes may be made to premiums and/or medical, prescription drug and dental plan designs based upon the mutual agreement between OFS and the CWA.

Consultants and Advisors

The parties will continue to elicit the best professional advice both from medical and benefit specialists within the Company and Unions and, on an as-needed basis, from recognized outside independent experts in interpreting the data on OFS health costs and evaluating the performance of health plans.

August 19, 2003

Mr. Robert G. Richhart
Administrative Assistant to the Vice President
Communications Workers of America
501 3rd Street, Suite 230
Washington, D.C. 20001

Subject: Wage Supplements

Dear Mr. Richhart,

This will confirm our understanding regarding the application of Special Supplementary Wage Treatment, Additional Supplementary Wage Treatment, and Special Hourly Payment.

The following Manufacturing and National Wage Supplements contained in the 1998 General Agreement (CWA MFG-7) shall remain in effect for active Atlanta employee as of 6-01-03 during the term of the 2003 Agreement dated June 1, 2003.

Special Supplementary Wage Treatment - Attachment A
Additional Supplementary Wage Treatment - Attachment B
Special Hourly Payment - Attachment C

Sincerely,

/s/ George Arseneau

George E. Arseneau
HR, Vice President for OFS

June 3, 2013

Mr. Bill Bates
National Telecom Director
Communications Workers of America
501 3rd Street
Washington, D.C. 20001

Subject: Union Representative Non-Paid Time

Dear Bill:

For the life of this agreement, the Company agrees to include Union Representative non-paid time (OUB) as time worked to determine eligibility for excused personal leave in the event the employee has been denied Family Medical Leave solely due to the employee's failure to meet FMLA's minimum hours of service requirement (1,250 hours) for an otherwise qualifying FMLA event.

Additionally, such Union Representative non-paid time will be included as time worked for the purpose of calculating contributions into the Company's Cash Balance Account.

To accurately account for Union Representative non-paid time (OUB) for the above purposes, the Union Representative must complete the Company's Union Representatives Time-off form and submit it on a weekly basis to the immediate supervisor and Human Resources Business Partner.

Sincerely,

Stephanie Street
SVP, OFS Human Resources

LOCAL APPENDIX - NORCROSS PRODUCTION AND TRADES

INDEX

		<u>Page</u>
SECTION 1	- OCCUPATIONAL JOB CLASSIFICATIONS	72
SECTION 2	- MOVEMENT OF PERSONNEL	87
SECTION 3	- WAGE SCHEDULES	91
SECTION 4	- LOCAL AGREEMENTS	95
SECTION 5	- CON-OPS 12	102
SECTION 6	- LOCAL LETTERS	107
	Local Labor/Management Committee	107

NORCROSS LOCAL APPENDIX

Section 1

**OCCUPATIONAL JOB CLASSIFICATIONS
PRODUCTION OCCUPATIONS**

<u>TITLE</u>	<u>LEVEL</u>
PRODUCT SPECIALIST	PRODUCTION OCCUPATION 2
SR. PRODUCT SPECIALIST	PRODUCTION OCCUPATION 3
PROCESS LEADER	PRODUCTION OCCUPATION 3

JOURNEYMAN TRADES PLAN CLASSIFICATIONS

TRADES GROUP 2

Air Conditioning & Refrigeration Mechanic
Composite Master Machinist
Composite Master Toolmaker
Electrician
Facility Maintenance Specialist
Facility Sheetmetal Worker
Fireman
Industrial Vehicle Technician
Manufacturing Maintenance Pipefitter
Technician
Sr. Operating Engineer

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTIONS
PRODUCTION OCCUPATION LEVELS**

Product Specialist – Level 2

Perform a wide variety of bench and assembly work. Operate machines requiring limited interrelated adjustments with detailed procedures in manufacturing layouts, engineering specifications, or similar operating procedures. Assist in the loading, unloading, string-up, set-up, and operation of more complex machines such as stranding, cabling and sheathing machines. Test and inspect in-process and completed products. Perform material handling duties requiring the operation of all types of material handling equipment. Receive, store, stage and ship all types of materials and products. Instruct other Level 2 employees. Perform work assignment and coordinating duties for a group of Level 2 employees.

Sr. Product Specialist – Level 3

Operate complex machines requiring interrelated adjustments such as stranding, cabling and sheathing machines. Operate locomotive. Instruct others, any level. Perform work assignment and coordinating duties over groups of Level 2 and Level 3 employees or combination thereof.

Process Leader – Level 3

Refer to Process Leader Agreement dated February 8, 1999

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTIONS
JOURNEYMAN TRADES PLAN**

Air Conditioning and Refrigeration Mechanic – Trades Group 2

Description

Maintain, repair, overhaul, modify and perform operational test on all types of manufacturing equipment, plant facilities and vacuum systems, providing for the cooling, evacuating, filtering, heating, humidifying and pressurizing of atmospheric air and other gases or liquids. Includes diagnosing both mechanical and/or electrical difficulties, the testing, maintenance, adjustment and replacement of gage, recorder, regulator and similar control units

Maintain, modify or repair electronic controls, microprocessors or similar electronic instruments, meters, terminal connections, time delay relays, safety interlocks, circuit breakers, and pressure switches. Replace defective breaker controls, thermostats, switches, fuses, and electrical wiring to repair units.

Perform necessary associated mechanical, electrical and related duties.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision.

Train and direct efforts of plant trades Helpers, Junior Trades Workers and Trades Workers assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTIONS
JOURNEYMAN TRADES PLAN**

Composite Master Machinist – Trades Group 2

Description

Perform bench and precision machining operations required for the construction, modification, maintenance, overhaul and repair of all types of manufacturing facilities including machines, equipment, special purpose, prototype, experimental and similar machines, equipment, models or prototype tools.

Involves diagnosing difficulties using machine and hand tools equipment to perform incidental operations, troubleshooting, proving-in and developing of new procedures and the supplementing of design data to overcome all types of problems, and performing necessary associated and related duties. Set up, operate and adjust precision machines, inspect and perform tool making and related operations associated with the construction, maintenance, modification, fabrication and repair of all types of precision punch and die sets, molding dies, machines, tools, gages, jigs, models, fixtures, instruments and associated parts and details used in test equipment, plant machinery, equipment, structures and facilities involving the use of all types of material. Involves prototype, experimental or specially designed items characterized by exacting dimensional, finish, and operational requirements including the development of functional details occasionally in the absence of design information; and inspecting for conformance to dimensional, physical and finish requirements where incomplete design data and inadequate facilities present unusual and difficult problems in checking critical requirements.

Set up, operate and adjust furnaces and associated heat treating equipment to alter the physical characteristics of items fabricated from all types of metals, grinding machines to perform intricate contour grinding work in connection with the construction of tool and machine parts necessitating the developing of special holding devices and grinding techniques, and improvising complex inspection set-ups and making tryouts of items for conformance to design intent. Collaborate with functional engineers in supplementing or improving original design, analyze and resolve complex fabrication and prove-in problems; and performing necessary dismantling, re-assembling and necessary associated and related duties including machining, heat treating and specialized welding operations.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision.

Train and direct the efforts of plant trades Helpers, Junior Trades Workers and Trades Workers assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability of basic skills associated with this trade.

NORCROSS LOCAL APPENDIX Section 1

OCCUPATIONAL JOB DESCRIPTION JOURNEYMAN TRADES PLAN

Composite Master Toolmaker – Trades Group 2

Description

Set up, operate and adjust precision machines, inspect and perform toolmaking and related operations associated with the construction, maintenance, modification, fabrication and repair of all types of precision punch and die sets, molding dies, machines, tools, gages, jigs, models, fixtures, instruments and associated parts and details used in test equipment, plant machinery, equipment, structures and facilities involving the use of all types of material. Involves prototype, experimental or specially designed items characterized by exacting dimensional, finish, and operational requirements including the development of functional details occasionally in the absence of design information; and inspecting for conformance to dimensional, physical and finish requirements where incomplete design data and inadequate facilities present unusual and difficult problems in checking critical requirements.

Set up, operate and adjust furnaces and associated heat treating equipment to alter the physical characteristics of items fabricated from all types of metals; grinding machines to perform intricate contour grinding work in connection with the construction of tool and machine parts necessitating the developing of special holding devices and grinding techniques, and improvising complex inspection set-ups and making tryouts of items for conformance to design intent.

Collaborate with functional engineers in supplementing or improving original design; analyze, and resolve complex fabrication and prove-in problems; and performing necessary dismantling, re-assembling and necessary associated and related duties including machining, heat treating, and specialized welding operations.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision. Train and direct efforts of plant trades Helpers, Junior Trades Workers and Trades Workers assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability of basic skills associated with this trade.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTIONS
JOURNEYMAN TRADES PLAN**

Electrician – Trades Group 2

Description

Install, maintain, overhaul, repair, trouble shoot, modify, calibrate, test and prove-in all types of electronic and primary and secondary AC and DC electrical systems and equipment, and associated manufacturing control equipment characterized by highly integrated circuits, numerous components with unusual operating features, extremely critical requirements requiring the development of trouble shooting techniques due to developmental or experimental nature of designs and the absence of complete information. Involves collaboration with engineers in developing and improving design; and working on prototype automated equipment having integrated electrical, mechanical and hydraulic systems; and, performing necessary associated and related duties.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision.

Train and direct efforts of plant trades Helpers, Junior Trades Workers and Trades Workers assigned to assist in the performance of the work

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability of basic skills associated with this trade.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
JOURNEYMAN TRADES PLAN**

Facility Maintenance Specialist – Trades Group 2

Description

Expedite parts and material shortages as required. Prepare required drawings to facilitate work and planning assignments within own skilled craft. Lay out, fabricate, assemble, install, modify and repair plant equipment parts, details and assemblies made of sheet metal, plastic, composition and other materials. Involves laying out and developing patterns, the use of hand and power tools, cutting and welding equipment and the performance of necessary associated and related duties. Read and analyze engineering notes, drawings and work orders to determine what information and materials are needed to install, construct, maintain, modify, refurbish, repair and remove plant equipment and facilities. Work independent from Engineering organizations when necessary.

Troubleshoot, repair, service, overhaul, modify and perform preventive/predictive maintenance inspection, and operational checks on industrial vehicles. Industrial vehicles include (but are not limited to) equipment propelled and/or operated by an internal combustion engine, all industrial fork trucks (electric motor or internal combustion engine propelled), personnel carriers and personnel lifts.

Review the information and identify the specific trades required and refer accordingly. Work in conjunction with supervisor to coordinate the efforts of trades personnel in order to complete the work in a timely manner using ProCard when applicable. Move and install facilities including machines and equipment. Assemble, construct, erect, fabricate, install, lay out maintain, modify, overhaul, renovate and/or repair a variety of facilities including equipment, service systems and mechanical assemblies including conveyors, weighing devices, doors, bridge cranes, hoists, exhaust air handling units; concrete work forms; plant structures such as storage racks, partitions, guard rails and structural steelwork. Perform related activities such as planning facilities movements and installations, and structural work; estimating time and materials required to complete assignments; dismantling units to facilitate movement; selecting construction materials; and setting up, operating and/or using all types of welding equipment to perform operations including bending, brazing, cutting, hard facing, flame heat treating and welding of ferrous and nonferrous materials.

Assemble, construct, fabricate, install, lay out, maintain, modify, renovate and/or repair a variety of interior and exterior structures including those of special composition and wood; stock bins; tool bins; bulletin boards; display cases; interior and exterior details doors; fixtures, concrete work forms; furniture; jigs; partitions and staircases. Perform related rough and finish carpentry activities such as planning structural work, including wood and metal framing; estimating time and materials required to complete assignments; and selecting; and matching, wood and other construction materials. Set up, operate and/or use all types of hand, and portable power tools; units including bridge cranes, mobile electric cranes, hoists, hydraulic lifts, industrial trucks and winches; and stationary metal working equipment. Perform routine locksmith duties. Lay out, design and prepare, on any surface, all types of signs, bulletins, display cards, posters, plaques and similar items involving creative effort and originality; a wide variety of presentation methods such as freehand drawing and sketches, transfers, silk screens, stencils and/or lettered material; and effective contrasting by means of artistic brushes, and spray cans and guns in the application of materials.

Assemble, construct, erect, fabricate, install, lay out, maintain, modify, overhaul, renovate and/or repair a variety of facilities including plant structures such as shelters, staircases, and walls including those of brick, special composition, concrete, steel, stone, tile and wood. Includes laying out of mounting locations and foundations; bending, cutting, typing in of steel reinforcements; cutting, fitting and fastening screen cloth, and glass items such as plate glass and window panes, cutting openings in ceilings, floors and walls; installing hardware; applying and/or installing, maintaining and repairing surfaces including those of asphalt, brick, concrete, plaster, stone and tile; preparing surfaces for coatings and/or coverings; mixing, matching and applying woodgraining, applying all types of wall coverings; erecting and dismantling, auxiliary facilities such as ladders, platforms, rigging, and scaffolding required to work at high levels; and maintain, modify and repair equipment such as bicycles, cargotainers, die carts, dollies, pallets and skids.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision. Train and direct efforts of plant trades helpers, junior trades workers, trainees and trades workers assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of accredited training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrate ability to basic skills associated with this trade.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
JOURNEYMAN TRADES PLAN**

Facility Sheetmetal Specialist – Trades Group 2

Description

Prepare required drawing to facilitate work and planning assignments within own skilled craft. Estimate types and amounts of materials required to complete assignments and order materials necessary using the ProCard.

Lay out, fabricate and/or assemble plant equipment and facilities using a variety of hand and power tools and complex machinery. Repair factory facilities and associated equipment using a variety of metals such as: hot and cold rolled steel, stainless steel, galvanized steel, copper, brass, lead, aluminum, titanium, tin, bronze, magnesium, etc. Also requires working with materials such as: nylon, neoprene, silicone, vinyl, PVC, CPVC, ABS, polystyrene, acrylic, Teflon, acetate, ceramics, and various plastic laminates.

Fabricate, modify, and/or repair fiberglass tanks, pipes, and other miscellaneous applications. Must be confined space certified as all fiberglass work is restricted to a containment area or a totally sealed abatement area.

Read and analyze engineering notes, drawings, and work orders to determine what information and materials are needed to install, construct, maintain, modify, refurbish, repair, and remove plant equipment and facilities. Work with engineering to design and/or modify equipment and facilities using expertise and experience associated with the trade.

Review all information to identify the skilled trade requirements and refer them to the appropriate craft. Work in conjunction with supervisor to coordinate the efforts of all tradesmen involved in order to complete the work in a timely manner.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision. Work with engineering and in some cases fabricate and design with engineer's approval where no factory drawings exist.

Train and direct efforts of plant tradesman assigned to assist in the performance of the work

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skills acquired by means of practical experience.

Demonstrated ability of basic skills associated with this trade.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
JOURNEYMAN TRADES PLAN**

Fireman – Trades Group 2

Description

Responsible for all aspects including maintenance testing and inspection of fire protection including alarms and portable systems, emergency response equipment including vehicles, breathing air systems and other life safety inspections, devices and functions including the issuance of confined space entry and hot work permits at the facility on a 24 hour and 7 day a week basis. Function as incident commander in charge of environmental confined space rescue and hazardous materials emergency response and cleanup.

Function as medical emergency responder to the First Responder level including CPR, trauma care, automatic external defibrillator, and oxygen therapy.

Support the plant environmental efforts by performing monitoring, inspections, reporting or other assistance as needed to protect the on-site and off-site environment (air, land, groundwater, and surface water).

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision.

Instruct and direct the efforts of Spill Team members, Trades Workers, Plant Trades Helpers, and Junior Trades assigned to assist in the response and mitigation of an emergency or EH&S issues.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades and professional knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course, required state and federal training and equivalent knowledge and skill acquired by means of practical experience.

Working knowledge of fire protection systems, applications and operation.

Qualified to the Emergency Response Technician Level as specified in federal regulations meeting state and federal guidelines 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER).

Training and certification to the First Responder Level in the Emergency Medical Service as defined by the State of Georgia.

Pass required physical as specified in federal and state regulations.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
JOURNEYMAN TRADES PLAN**

Industrial Vehicle Technician – Trades Group 2

Description

Troubleshoot, repair, service, overhaul, modify and perform preventive/predictive maintenance inspection, and operational checks on industrial vehicles. Industrial vehicles include (but are not limited to) equipment propelled and/or operated by an internal combustion engine, all industrial fork trucks (electric motor or internal combustion engine propelled), personnel carriers and personnel lifts.

Responsibility Requirements

All mechanical, electrical, electronic, or hydraulic subsystems that are an integral part of the vehicle shall be the responsibility of the Industrial Vehicle Technician. Plan and work independently in solving difficult problems with minimum supervision, without assistance, and oftentimes with a minimum of documentation. Train and direct efforts of helpers and/or apprentices assigned to assist in the performance of the work. Consistently demonstrate the ability to correctly identify reusable parts (based on standard guidelines). Consistently demonstrate the ability to identify cause of failure, except under the most unusual circumstances. Be able to operate basic machines such as drill press, hydraulic press, lathes to affect the repair and refurbishing of component such as electric motors, hydraulic cylinders, pumps, brakes, steering systems, uprights and carriages. Be able to correctly use special tooling for removal, installation and disassemble of assemblies (lifting equipment, puller, presses, etc.). Be able to use heating, cutting and welding equipment to affect the disassembly, repair and refurbishing of industrial vehicle systems. Work with complex electrical, mechanical and hydraulic drawings to troubleshoot and repair of industrial vehicle systems. Work with batteries and battery charging equipment. Must be knowledgeable of OSHA and ANSI requirements as they relate to material handling equipment.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability to basic skills associated with this trade.

NORCROSS LOCAL APPENDIX Section 1

OCCUPATIONAL JOB DESCRIPTION JOURNEYMAN TRADES PLAN

Manufacturing Maintenance Pipefitter – Trades Group 2

Description

Skilled Trade Requirements – This position shall be responsible for the installation, maintenance, modifications, repair, upgrades, chemical unloading, operational inspections and tests on all types of manufacturing equipment associated with and to support complex processing of fiber optic processes and the operation and support of abatement equipment. This requires an intimate and working knowledge of process systems for fiber optic products and support. This shall involve, but is not limited to varied piping systems including high purity alloy systems, engineered polymer systems, complex glass hardware and associated components. Competency in the proper installation of components, cutting, bending, threading, joining, hanging and covering involving alloy and engineered polymer pipes, flame cutting, welding steel items, flaring fittings, installation of valves, repair of glass systems and maintenance of the systems shall be demonstrated. Troubleshooting techniques and testing supporting operational, developmental or experimental designs, including chemical systems, gas delivery, abatement systems, glass, and high purity systems, and other associated piping systems shall be performed. This shall include utilization of PLC trending, test equipment such as boroscopes, use of gas and leak detection devices.

Operational Requirements – This position supports the fiber optic processes by overseeing and conducting unloading of key hazardous bulk chemicals and operation of abatement devices such as gas scrubbers and thermal oxidizers. The position involves collaboration with engineers in developing and improving design; and working on prototype automated equipment having electrical, mechanical and computer controlled systems and performing necessary associated and related duties.

Process Safety Requirements – May be required to qualify for OSHA Hazwoper certification, able to perform work in self- contained breathing apparatus and up to Level A chemical suits, certified with AIR emissions, waste water, and storm drain regulations and PSM regulated chemicals. Be a functional member of the area spill team and maintain yearly spill team certification. Troubleshoot and maintain chemical cartridge gas detection systems that support both process and life safety systems. This shall include support, repair, mechanical maintenance and programming support of chemical cartridge systems. This position shall provide support as needed for the Emergency Response Team to interpret gas detection devices, perform entry into support areas including chemical delivery rooms, abatement process areas and other key areas where technical, mechanical or process support in the areas of expertise is required.

PLC/PC Requirements – Have basic computer skills including use of email, word processing, spreadsheets, project software and SAP/ACT system. Use PLC/PC equipment to safely operate chemical delivery and air emission control systems, to analyze trends, and to perform system checks and verifications on abatement control devices. Familiarity and use of PLC controlled and regulated devices to troubleshoot and effectively repair and support manufacturing processes, waste water, fire protection, and plant service systems is required.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision.

Train and direct efforts of apprentice pipefitters and tradesmen assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trade training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability of basic skills associated with this trade.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
JOURNEYMAN TRADES PLAN**

Technician – Trades Group 2

Description

Install, prove-in, trouble shoot, calibrate, modify, maintain, inspect and repair all types of novel, prototype, experimental and conventional electrical and electronic manufacturing, testing and control equipment and meters; and micro, mini, medium and large scale computer systems, computer terminals, printers, disc drives or tape drives that are associated with on-site telecommunications systems.

Modify and/or assemble modular software test programs to exercise and test telecommunications computer systems as a functional unit.

Equipment is characterized as involving a multiplicity of circuitry and interdependent operating features and extremely critical calibration requirements. Includes the development of trouble shooting and special servicing techniques in the absence of complete procedural information and performing necessary associated and related duties.

Responsibility Requirements

Independently plan work assignments and perform duties with a minimum of direct supervision.

Train and direct efforts of plant trades Helpers, Junior Trades Workers and Trades Workers assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability of basic skills associated with this trade.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
JOURNEYMAN TRADES PLAN**

Senior Operating Engineer – Trades Group 2

Description

Operate, maintain and make repairs to systems equipment and auxiliaries such as those for the generation of steam, the supplying of compressed air, water services, refrigeration and air conditioning, the generation of gases and similar systems, waste water systems, maintaining specified chemical balances, performing tests, making adjustments to processes and generating reports.

Responsibility Requirements

Independently plan work assignments and perform duties with minimum of direct supervision.

Train and direct efforts of plant trades Helpers, Junior Tradesmen and Tradesmen assigned to assist in the performance of the work.

Collaborate with functional personnel in own and other organizations to resolve problems and recommend solutions based on trades knowledge.

Prerequisite for Entry in Trade

Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of practical experience.

Demonstrated ability to basic skills associated with this trade.

Holder of a Second Class Operating Engineer's License as issued by Georgia Association of Power Engineers (GAPE).

State certified waste water treatment system operator for class Industrial Waste Water Treatment.

Holder of a Georgia State CFC Recovery License, Level 4.

**NORCROSS LOCAL APPENDIX
Section 2**

MOVEMENT OF PERSONNEL

1. General

- (a) It is understood and agreed that the application of this article shall be construed as being limited to movement of personnel within the Norcross facility.
- (b) All adjustments to the work force in accordance with the provisions of this Article shall be initiated and made by the COMPANY.
- (c) TERM OF EMPLOYMENT shall be given the most weight in the selection of an employee to fill a job vacancy when two (2) or more employees under consideration possess substantially the same qualifications needed for such vacancy
- (d) "Qualifications" as used in this Article, shall be determined by the COMPANY based on the employee's experience, demonstrated productive efficiency, transferable skill, ability, and conduct.
- (e) .It is mutually agreed between the parties that the work of the COMPANY is such that normally employees are given opportunities to qualify for the next higher levels of work or for JOURNEYMAN TRADES OCCUPATIONS by the experience gained on their present assignment. It is further agreed that action normally taken under the provisions of this Article shall conform with this paragraph.
- (f) Normally, personnel movement under the provisions of this Article shall be within the JOURNEYMAN TRADES OCCUPATIONS for employees in such occupations and within Production Occupation Level jobs for employees in such jobs. It is recognized and agreed, however, that qualified employees may, in the judgment of the COMPANY, be moved between JOURNEYMAN TRADES OCCUPATIONS and Production Occupation Level jobs for the purpose of filling vacancies; or displacement when there is lack of work.
- (g) If the Union objects to any move made in accordance with the provisions of this Article, the Joint Company/Union MOP Committee (one Union and one Company MOP Coordinator) will review the action taken. Any grievance presented within ten (10) calendar days after the effective date of such move, or within ten (10) calendar days after notification to the LOCAL UNION of such moves, whichever is later, be processed in accordance with ARTICLE 6 GRIEVANCE PROCEDURE, and ARTICLE 7, ARBITRATION provided that in any such case the authority of the arbitrator shall be limited to a determination as to whether the COMPANY'S judgment has been unreasonably exercised.
- (h) Both the UNION and LOCAL UNION recognize the right of the COMPANY to hire additional people of its own choice and according to the needs of the business, subject to the provisions of this Article. However, former employees if qualified for available work who have been LAID OFF within the bargaining unit in the preceding twenty-four (24) calendar months shall be given first consideration for re-employment before new employees are hired, provided they have not previously refused an opportunity for re-employment at the Works from which LAID OFF. Employees LAID OFF or on Sickness Disability prior to February 15, 2003 will be grandfathered at 36 calendar months.
- (i) Any employee, or former employee, entering the hourly graded bargaining unit from another OFS location will have unit seniority for a period of two (2) years for Movement of Personnel purposes

except layoff. For layoff purposes, the employee's TERM OF EMPLOYMENT, as defined in Article 3, DEFINED TERMS, will apply. After such two (2) year period, the employee's TERM OF EMPLOYMENT will apply for Movement of Personnel purposes.

2. Filling Job Vacancies in Production Occupation Levels

- (a) When a vacancy occurs, qualified employees will be considered in successive steps in the following order until the vacancy is filled:
- (1) Obligatory reinstatements from Leaves of Absence.
 - (2) Employees who are "surplus" in accordance with Paragraph 3(b) and 3(c)
 - (3) Employees who are "former" to the department and level from which surplus.
 - (4) Experienced PRODUCTION OCCUPATION employees in the same Level as the vacancy subject to the needs of the business and at the discretion of the COMPANY who (1) volunteer for the establishment of a new shift or the manning of a new job or (2) who are necessary to the establishment of a new shift or the manning of a new job.
 - (5) Any Production Specialist II vacancy not filled above shall be filled with active requests for PL2 and PL3 on file with Human Resources and the Union MOP Coordinator.
- (b) Senior Production Specialist vacancies will be posted on Company bulletin boards. Each posting shall include the following information. Job level, department title, shift, dates of vacancies and number of vacancies. Employees in the following categories may bid by submitting the prescribed form in accordance with established routines:
- (1) Employees requesting lateral transfer (Level III to Level III).
 - (2) Upgrade (Level II to Level III).

Bidding employees in 2(b)(1), and 2(b)(2) above shall be interleaved in order of TERM OF EMPLOYMENT together with the following:

- (3) Qualified employees receiving any form of cushioning, special cushioning, special rate reduction, or rate protection allowances under ARTICLE 9, WAGES or ARTICLE 16, FORCE ADJUSTMENT PROTECTION.
 - (4) Qualified employees applying for reinstatement from Leaves of Absence.
- (c) Recalls or new hires in accordance with paragraph 1(h).

NOTE: The Company will remind employees of the policy to submit their names for jobs that they are interested in during the annual shift preference activity. The Company will also place these reminders on bulletin boards. The Company will notify the Union of any job openings and shall post on bulletin boards the name of the successful bidder.

3. Effect of Lack of Work

- (a) When lack of work necessitates decreasing the Works' force, the employees to be LAID OFF shall be selected in the inverse order of TERM OF EMPLOYMENT from the PRODUCTION SPECIALIST (Level II) PRODUCTION OCCUPATION and SENIOR PRODUCTION SPECIALIST (Level III) OCCUPATION combined as one universe.
- (b) When lack of work necessitates the selection of employees as surplus, and vacancies exist, senior employees in the affected production occupation, level, code and department shall be canvassed to "volunteer" for placement. Employees who "volunteer" shall be offered, in seniority order, the choice of vacancies which exist. Upon acceptance of a job, the established criteria for movement will be effective.

- (c) Volunteers will receive a request form for an area(s) and shift(s). Upon acceptance the established criteria for movement will be effective. Employees who volunteer for surplus will have former rights.
- (d) If there are no vacancies, or if the surplus condition is not resolved, such surplus shall be selected in the inverse order of their TERM OF EMPLOYMENT from the PRODUCTION OCCUPATION, LEVEL, CODE, and Department affected. An employee selected as surplus, or who becomes surplus by displacement, shall be considered for placement in the following successive steps:
 - (1) On vacancies in the employee's same Level.
 - (2) On vacancies in the same level created by removing the shortest service persons from that level. Note: Previous experience required for displacing Level III in job families.
 - (3) If the surplus employee is not placed under 3(d)(2) then by filling a job vacancy in the next lower level as provided in 3(d)(1) or 3(d)(2) above respectively.
 - (4) The above procedures will continue until the employee is placed, or
- (e) If the employee is not thus placed in accordance with the provisions of this Paragraph 3, then the employee shall be LAID OFF.

4. Filling Vacancies in JOURNEYMAN TRADES OCCUPATION

- (a) When a vacancy in a JOURNEYMAN TRADES OCCUPATION occurs, JOURNEYMEN, who have qualifications for the job will be considered, consistent with the Work's practices, in successive steps in the following order until the vacancy is filled:
 - a. Obligatory reinstatements from Leaves of Absence.
 - b. JOURNEYMEN who are surplus in accordance with Paragraph 5.
 - c. JOURNEYMEN for return to the same JOURNEYMAN TRADES OCCUPATIONS on which they have performed satisfactorily within two (2) years of the date when the vacancy occurs.
 - d. JOURNEYMEN, subject to the needs of the business and as determined by the COMPANY who are necessary to the establishment of a new shift or the manning of a new job.
 - e. JOURNEYMEN in any Trades Occupation Code who, at the COMPANY'S discretion, may be released from their present assignment.
 - f. Union stewards will be allowed 48 hours to canvass candidates outside the trade when openings exist.
 - g. Any vacancy not filed in accordance with 4(a)(a) through 4(a)(f) above shall be posted on COMPANY bulletin boards for a minimum of five days, excluding Saturday and Sunday.

Each such posting shall include the following information:

Occupation, shift, description of duties, location, department title, supervisor, number of vacancies, trade group, physical demands, preferred experience, job hazards, and closing date.

Employees who bid for a posting JOURNEYMAN TRADES vacancy shall be considered by submitting the prescribed form in accordance with established routines.

For Group II vacancies:

Employees in Production and Tier Occupation Level jobs.

5. Effect of Lack of Work – Journeymen

- (a) When lack of work necessitates the selection of employees as surplus, such surplus shall be selected in the inverse order of their TERM OF EMPLOYMENT from the occupation and organization affected. An employee selected as surplus or an employee who becomes surplus by displacement shall be considered for placement in the following successive steps:
- (1) On vacancies in the JOURNEYMAN TRADES OCCUPATIONS for which the employee is qualified through previous experience to perform efficiently within a reasonable training period.
 - (2) If the surplus employee is not placed under 5(a)(1), then by displacing another employee in a JOURNEYMAN TRADES OCCUPATION who has the shortest TERM OF EMPLOYMENT, provided the surplus employee is considered by reasons of previous experience to be able to perform the assignment efficiently within a limited training period of two (2) weeks, and further provided that the surplus employee has at least one (1) days more TERM OF EMPLOYMENT than the employee to be displaced.
 - (3) If the surplus employee is not placed under 5(a)(2), then by filling a vacancy in a graded job for which the employee is qualified through previous experience to perform efficiently within a reasonable training period.
 - (4) If a surplus employee is not placed under 5(a)(3), then by displacing another employee in a graded job who has the shortest TERM OF EMPLOYMENT, provided that the surplus employee is considered by reason of previous experience to be able to perform the job of such other employee efficiently within a limited training period of two (2) weeks, and further provided that the surplus employee has at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
- (b) If the employee is not thus placed in accordance with the provisions of Paragraph 5, then the employee shall be LAID OFF.

NORCROSS LOCAL APPENDIX
Section 3
WAGE SCHEDULES
Production and Trades Occupation Levels

Wage Schedules

Employees hired after 6/1/09 will follow the Conversion Schedule below and will be eligible for annual wage increases. Once the employee reaches the maximum progression step he/she will be converted to the current wage schedule (New Hires/Rehires after 1/1/06) commencing at the next March or September progression change or Annual Increase (whichever comes first) in effect at the time.

Conversion Wage Schedule for Employees Hired After 6/1/09

PL2	Current	1/6/2014	1/5/2015	1/4/2016
1	12.50	12.75	13.01	13.27
2	13.12	13.38	13.65	13.92
3	13.77	14.05	14.33	14.61
4	14.44	14.73	15.02	15.32
5	15.14	15.44	15.75	16.07
6	15.90	16.22	16.54	16.87
7	16.68	17.01	17.35	17.70
8	17.49	17.84	18.20	18.56
9	18.35	18.72	19.09	19.47

PL3	Current	1/6/2014	1/5/2015	1/4/2016
1	13.23	13.49	13.76	14.04
2	13.87	14.15	14.43	14.72
3	14.52	14.81	15.11	15.41
4	15.23	15.53	15.85	16.16
5	15.97	16.29	16.62	16.95
6	16.73	17.06	17.41	17.75
7	17.54	17.89	18.25	18.61
8	18.38	18.75	19.12	19.51
9	19.27	19.66	20.05	20.45

**Trades
Group 2**

	Current	1/6/2014	1/5/2015	1/4/2016
1	19.54	19.93	20.33	20.74
2	20.53	20.94	21.36	21.79
3	21.59	22.02	22.46	22.91
4	22.68	23.13	23.60	24.07
5	23.85	24.33	24.81	25.31
6	25.06	25.56	26.07	26.59
7	26.34	26.87	27.40	27.95

**Production Level II New Hires/Rehires after
1/1/06**

	1/7/2013	1/6/2014	1/5/2015	1/4/2016
1	13.43	13.70	13.97	14.25
2	14.10	14.38	14.67	14.96
3	14.80	15.10	15.40	15.71
4	15.52	15.83	16.15	16.47
5	16.27	16.60	16.93	17.27
6	17.09	17.43	17.78	18.14
7	17.93	18.29	18.65	19.03
8	18.79	19.17	19.55	19.94
9	19.72	20.11	20.52	20.93

**Production Level III New Hires/Rehires after
1/1/06**

	1/7/2013	1/6/2014	1/5/2015	1/4/2016
1	14.22	14.50	14.79	15.09
2	14.90	15.20	15.50	15.81
3	15.60	15.91	16.23	16.55
4	16.36	16.69	17.02	17.36
5	17.16	17.50	17.85	18.21
6	17.98	18.34	18.71	19.08
7	18.85	19.23	19.61	20.00
8	19.75	20.15	20.55	20.96
9	20.70	21.11	21.54	21.97

Trades Group 2 - New Hires/Rehires after 1/1/06

	1/7/2013	1/6/2014	1/5/2015	1/4/2016
1	21.00	21.42	21.85	22.29
2	22.06	22.50	22.95	23.41
3	23.20	23.66	24.14	24.62
4	24.36	24.85	25.34	25.85
5	25.63	26.14	26.67	27.20
6	26.92	27.46	28.01	28.57
7	28.30	28.87	29.44	30.03

PL2 LEGACY EMPLOYEES - fifteen (15) or more years of service as of 6/1/06

		1/7/2013	1/6/2014	1/5/2015	1/4/2016
Step	1	15.13	15.43	15.74	16.06
	2	15.88	16.20	16.52	16.85
	3	16.64	16.97	17.31	17.66
	4	17.47	17.82	18.18	18.54
	5	18.33	18.70	19.07	19.45
	6	19.23	19.61	20.01	20.41
	7	20.18	20.58	21.00	21.42
	8	21.17	21.59	22.03	22.47
Max	9	22.22	22.66	23.12	23.58

Pension Band 109

PL3 LEGACY EMPLOYEES - fifteen (15) or more years of service as of 6/1/06

		1/7/2013	1/6/2014	1/5/2015	1/4/2016
Step	1	16.01	16.33	16.66	16.99
	2	16.80	17.14	17.48	17.83
	3	17.57	17.92	18.28	18.65
	4	18.53	18.90	19.28	19.66
	5	19.32	19.71	20.10	20.50
	6	20.25	20.66	21.07	21.49
	7	21.22	21.64	22.08	22.52
	8	22.25	22.70	23.15	23.61

9	23.32	23.79	24.26	24.75
---	-------	-------	-------	-------

Pension Band 110

Trades Group 2 LEGACY EMPLOYEES - fifteen (15) or more years of service as of 6/1/06

		<i>1/7/2013</i>	<i>1/6/2014</i>	<i>1/5/2015</i>	<i>1/4/2016</i>
Step	1	23.64	24.11	24.60	25.09
	2	24.85	25.35	25.85	26.37
	3	26.13	26.65	27.19	27.73
	4	27.44	27.99	28.55	29.12
	5	28.86	29.44	30.03	30.63
	6	30.32	30.93	31.54	32.18
	7	31.88	32.52	33.17	33.83

Pension Band 123

LOCAL AGREEMENTS
Section 4

PRODUCTION AND TRADES

This will confirm our understanding of June 1, 2003, that notwithstanding the specified provisions of General Agreement; dated June 1, 2003, the following agreements shall apply at Norcross, Georgia:

DEPARTMENTAL PAY FOR RELAPSE

If an employee who was absent for personal sickness returns to work and subsequently gets sick, he or she will be paid departmental pay as if they had not returned to work under the following conditions:

1. The relapse occurs during the first two days after return to work and results in the employee being sent home by Medical.
2. Medical determines the illness is a relapse of the previous condition.
3. The employee reports to work for a full shift and on the next day cannot report due to a relapse of the same illness as indicated by a physician's certificate.

RELAPSE - ATTENDANCE PLAN

In the event of short term sick absence, prior to benefits, an employee returns to work and has supplied a physicians' certificate of absence and should that employee be sent home by Medical and Medical declares the second absence as a relapse, all days will be recorded as absences but the second absence will not be counted as another occasion under the Attendance/Irregularity Program.

ABSENT BIDDERS

1. An employee who is the successful bidder and who is unable to be contacted within two standard working days (M-F) (of receipt of the vacancy by the occupational staffing office) will be assigned to the vacancy with no right of refusal. Bidders on benefits must be able to report and perform the full tour of duty no later than seven days from day of contact. Such employee unable to be contacted within 48 hours forfeits the right to the vacancy.

ADMINISTRATIVE PROCEDURE FOR FILLING A "NEW" JOB

1. It is understood that a "new" job assignment would be one that had not been previously performed at the Atlanta Works.
2. New jobs will be posted even if a surplus condition exists.
3. The Company agrees to notify the Union MOP Coordinator as soon as the Company MOP Coordinator has the information.

DEFINITION OF FORMER

1. It is understood that in order to be considered a FORMER, the employee must have performed satisfactorily in the department and level for a minimum of six (6) months and must have been surplus within 12 months.
2. Recalled employees will have no former rights to positions held prior to layoff.

POSTING LIMITATIONS

The Company will continue with the current procedure of posting only PL3 and Trades job vacancies.

The Company will include request for placement in Production Specialist (PL2) vacancy forms in each individual Annual Shift Selection Package.

Job vacancies will be posted for a minimum of five days, excluding Saturday and Sunday.

CRITERIA TO BE MET PRIOR TO UPGRADING AFTER DOWNGRADING

1. Employees who downgrade must remain on the job twelve (12) months before upgrading or lateralling.
2. If an employee is involuntarily downgraded and forced to change departments, the twelve (12) month requirement will be waived.

CRITERIA TO BE MET PRIOR TO DOWNGRADING AFTER UPGRADING

Employees who upgrade must remain on the job twelve (12) months before downgrading or lateralling.

CRITERIA TO BE MET PRIOR TO LATERALLING

1. Employees must be on the job twelve (12) months before lateralling.
2. If an employee is involuntarily lateralled and forced to change departments, the twelve (12) month requirement will be waived.
3. Employees recalled from layoff or hired since June 1, 1986, must be on their first job twenty-four (24) months before lateralling.

PLACEMENT OF EMPLOYEES DECLARED MEDICALLY SURPLUS

Employees who have been declared medically surplus shall be declared surplus and moved following established procedures.

If an employee is on medical restriction and it becomes necessary to change his/her shift to accommodate the restriction, the employee shall be moved to the new shift not later than the beginning of the next work week.

SEQUENCE OF PLACING SURPLUS EMPLOYEES

1. Move to vacancy of choice (shift) - same level.
2. Forced to vacancy - same level.
3. Move to vacancy of choice (shift) - next lower level.
4. Forced to vacancy - next lower level.
5. This procedure will continue until employee is placed.

NOTICE OF BENEFIT DENIAL

The Company will provide the Union and will attempt to notify the employee with notification at point of decision of its intention to withhold pay or benefits for failure to comply with Benefit Plan requirements. Communications provided by the Third Party Administrator responsible for administration of the Plan will be provided to the Union designated personnel.

NOTICE OF WORK REASSIGNED

The Company shall give fourteen (14) days notice of any work reassigned from Trades to Production, or from either group to salary-graded or management before implementation.

ANNUAL SHIFT CHANGE

It is agreed that the Company will continue its current policy and procedures for an Annual Shift Change as it pertains to hourly-rated employees in the bargaining unit.

The effective date of the Annual Shift Change will be the first work day of the second fiscal week in January.

If vacancies become available and before being posted between January and February time frame will refer back to annual shift form in department affected.

DEPARTMENTAL SHIFT PREFERENCE PROCEDURE

Employees may file with their supervisor, after the first work day of the second fiscal week in February, a request to move to one or both of the remaining shifts. All other provisions of the established plan will continue.

Any employee affected by permanent MOP will be permitted to fill out a Team and Shift Selection for the new department as of the effective date applied by Personnel and the Union MOP Coordinator.

7-DAY COVERAGE TEAM OR SCHEDULE PREFERENCE PROCEDURE

The Company and the Union agree to allow Team Changes according to the following guidelines.

- (a) Team Change requests will be considered only from the second fiscal week in February to the last fiscal week of October.
- (b) Shift Preference will always be considered first to fill an opening. Team Changes will be considered after Shift Preference.
- (c) Team Change requests will be honored as follows:
 - (1) Only among those employees on the same Shift, Section, and Department.
 - (2) In order of:
 - (i) Most senior employee with a request filed 7 days or more.
 - (ii) Requests filed for less than 7 days will be honored in descending day order. Seniority will be used for more than one request on a day.
 - (iii) An employee may only change Teams twice in the February – October time period.
- (d) Team Change requests will be kept on file by the Supervisor until one of the following occurs
 - (1) The current year time period expires
 - (2) The employee request has been granted
 - (3) The employee changes or removes his/her request (any change starts a new 7 day period)
 - (4) The employee changes Shift or Department
- (e) All Team changes will be accomplished with no or minimal costs of overtime to the Company, and no or minimal loss of time/compensation to the employee.
- (f) The Company will not be liable for overtime opportunities lost by the employee due to Team Change.
- (g) Employees who participate in a Team Change, will be held accountable to save vacation or EWD time to cover shutdown requirements on the “new” Team schedule.
- (h) This agreement applies only to the Operation/Production Universes.

Journeyman Trades Occupations – Rotating Schedules Only: When a team or schedule vacancy occurs, the senior 7-Day Coverage employee with a request on file will be moved to fill such vacancy in accordance with his or her request, without further consultation with the employee. Only two moves, inclusive of the initial team or schedule vacancy will be allowed. This procedure will not apply to resulting backfill vacancies. Team or schedule selections are not to occur during the Annual Shift Change nor to openings created by employees moving during the Annual Shift Change.

NO-PUNCH PROGRAM

The No-Punch Program relieved employees of the burden of Area ETAS Time Card punching, except for deviations to the standard workday (such as when employees are late, leave early, or work overtime) or when identified as abusers by other Company policies still in place and required to clock in/out.

The Company and the Union agree that in all areas where product tracking, operator log in (either manual or electronic), computerized dispatch systems, and entry/exit recordings are utilized, these systems are not considered as impacting the original intent of the No-Punch program, and Management will have the ability to review these records in support of abuse.

NO PUNCH PROGRAM - ATTENDANCE PLAN

In situations where an employee is absent for both Personal Sickness and Personal reasons on consecutive days, the absence period will be counted as one (1) occasion of absence.

COLD WEATHER CLOTHING

The Company will provide access to foul weather clothing for all Production, Tiers and Trades employees who are required to perform all or part of their job assignment outside.

The Company will replace cold weather clothing that has deteriorated.

THIRD DOCTOR OPINIONS

While the Company Medical Consultant's recommendation is final, the Company nevertheless endeavors to reconcile such differences through contact with the employee's attending physician. If, in the Company's judgment, the opinion of a doctor specializing in the field of the employee's ailment may be of value in resolving the difference, a third doctor may be selected by the Company to examine the employee.

The Company agrees, however, to discuss cases which are of interest to the Union upon request of the Union President or Vice President made to the Company's Bargaining Agent. Such discussions will be of an informal nature and neither the discussion nor the material presented will be subject to grievance procedure or arbitration.

A Labor Relations Management Staff Representative will be designated in the absence of the Company Bargaining Agent.

JOINT UNION/COMPANY MEETING

The Company and the Union agree to have meetings with the Benefits Organization as needed.

OVERTIME SITUATIONS

This will confirm the parties' understanding of June 26, 1986, in which it was agreed that where an excessive overtime situation has developed, supervision will be encouraged to seek qualified employees not currently engaged in the work involved to substitute for the affected employee.

Supervisor will offer 12 and 16 hours first to normally engaged in the Department before seeking qualified employees not currently engaged in the work involved to substitute for the affected employees. Supervisor will contact the Company MOP Coordinator when seeking qualified employees not in the department.

OVERTIME - PRODUCTION

1. Swapping of overtime is not permitted under any circumstance.
2. A 7DC employee who works his/her standard daily work schedule on a Holiday will not be charged overtime for the standard daily work hours (8, 10 or 12 hours at straight time).
3. Employees loaned out of one overtime universe to another should normally be effective for a minimum of five (5) days. Those who work as loaned for five (5) consecutive daily scheduled work tours shall be averaged in to the overtime list(s) in the universe they are loaned to. When the need for the loan disappears (even if this occurs in less than 5 consecutive daily scheduled work tours), the loaned employee will return to their home location, and will remain eligible to work "Scheduled" overtime in the overtime universe they were loaned to for 5 days from the effective date of return as long as that entire overtime universe has first been offered that overtime opportunity. Union notification is required for all loans.
4. An employee who has previously scheduled and does take a full day or half day of Vacation/EWD for either the day before or the day after the overtime opportunity, will be asked in order, but refusal will not be chargeable; however, if the Vacation/EWD was not scheduled prior to being asked to work the overtime, the refusal is chargeable. This refers strictly to scheduled overtime. If Vacation/EWD is canceled after the overtime has been offered and the employee was canvassed, that employee will be charged with the overtime as if worked. The scheduling of 1/2 day Vacation/EWD will continue to allow an employee not to be charged for overtime as long as it is taken.

7-DAY COVERAGE HOLIDAY PLAN

It is our understanding with respect to 7-Day Coverage employees only, that any paid-for absence shall be considered as time worked for purposes of Paragraph 4 of Article 13, Holidays, of the General Agreement.

For observed holidays (except Thanksgiving and Day after Thanksgiving), the shift crossing midnight on any particular observed holiday will observe their twenty-four (24) consecutive holiday hour period beginning with the regular starting time of that shift on the night of the observed holiday.

VACATION SCHEDULING

Employees may take five days of "day-at-a-time" vacation to which eligible which is not scheduled to be taken during standard shutdown periods, on a one-half day-at-a-time basis. Established procedures for scheduling "day-at-a-time" vacations apply to scheduling half days.

The Union is to be notified in advance of cancellation of shutdown periods.

VACATIONS

In scheduling vacations, normally no more than 20% of the scheduled workforce will be allowed off at a time. It is the intent that this is a guideline and not an inflexible ratio. There may be times when needs of the business require less than 20% to be scheduled for vacation if business conditions warrant, and also a supervisor may approve more than 20%.

ABSENCE OF EMPLOYEES WHO NORMALLY ASSIGN WORK

If employees normally engaged in assigning work are absent, the Company may fill the position. When the Company determines to use overtime to cover for an absent Level III normally engaged in assigning work, other Level III's in the department, who are normally engaged in assigning work, will be given the first option to work overtime. After this, the Company has the option to upgrade or loan to fill the assignment. If the job is not to be filled on overtime, the Company has the option to upgrade or loan.

LOANED EMPLOYEES - DEPARTMENT TO DEPARTMENT

If an employee is to be loaned outside of the department organization number, the selection shall be the available qualified employee with the longest term of employment in the department and shift. If the senior employee turns down the loan opportunity, the next senior employee will be canvassed. Loans may be for 60 days only. Loan extensions beyond 60 days will require approval of the Union MOP Coordinator/Union President or Designee. Prior to any loan extension, any open shift preference will be honored in department employee is loaned to. (The Company reserves the right to select employees based on their high level of skill and ability for assignments on machine development tours.)

This provision does not apply to employee who within the first 30 days of moving to a new departmental assignment are subsequently loaned back to the assignment from which transferred.

LOANS TO ENGINEERING

The Company will agree to review candidates in order of seniority, on a shift and maintain option of Engineer to return or reject if not satisfied with employee performance. Engineer will provide written documentation for non-satisfaction with employee and this process is non-grievable. This documentation will not become part of any employee personnel file. This will only apply to new placement or vacancy.

The Company may loan employees from Lab to Lab for any 60 consecutive day period or less. After the 60 day loan period, the Company and the Union will meet to discuss the addition of another person to the Lab.

Employees on loan to a Lab will not be permitted to work overtime in their original department until all employees in that original department have been offered twelve (12) and sixteen (16) hours overtime.

SALARY-RATED EMPLOYEES PERFORMING WORK NORMALLY ASSIGNED TO HOURLY EMPLOYEES

Engineers and other salaried employees shall perform development work in areas of responsibility; however, no production work will be done in these areas without the assistance of bargaining unit employees.

ROTATION IN JOB ASSIGNMENT

Consideration will be given to verbal requests. A training matrix will be utilized.

PERSONNEL RECORDS

Each year, in the month of an employee's anniversary, the employee may request and schedule an appointment during the month with Labor Relations to view their records with the Supervisor on Company time, and have any disciplinary write-ups removed which are 24 months or older, as long as there has not been any additional incidents of discipline. Attendance/Irregularity are not included.

FORTY-EIGHT (48) HOUR COOLING OFF PERIOD

In situations which do not impact on the general welfare and safety of the facility or its employees and where the situation permits the Company will consider a forty-eight (48) hour cooling off period before enforcing a suspension in order to allow the Union time to review the circumstances.

RETURN TO THE UNIT

An employee who leaves the bargaining unit will be afforded the opportunity to return to the bargaining unit provided the employee returns within two (2) years of the effective date of leaving the unit, and further provided the employee has a greater TERM OF EMPLOYMENT than employees eligible for recall to the unit.

For employees who leave the bargaining unit and later return to the bargaining unit within two (2) years, the Company will return the employee to the same level from which they left.

LABOR MANAGEMENT TRADES COMMITTEE

The Company and the Union agree to meet as needed to discuss Trades matters of mutual interest.

The Company's Bargaining Agent and the Trades Vice President will Co-Chair the Committee. Either party may invite a subject matter expert with advance notice to the Committee with stated reasons for the guest attendance. The Company and the Union agree to equal numbers of representation by both parties. Either party can schedule/request a meeting of the Committee.

MIGRATION OF ROUTINE NON-TECHNICAL TASKS

The Union agrees in specific circumstances of mutual interest, the Union Co-Chairman of the Labor Management Trades Committee will consider expediting on a case-by-case basis.

NOTIFICATION OF ANNUAL SHIFT CHANGE SELECTION

Prior to annual shift preference the Company will notify the Union MOP Coordinator of the number of shifts and schedules that will be available by Trade on the effective date of the annual shift change.

UNION NOTIFICATION OF TRADES VACANCIES IN ADVANCE OF POSTING

The Company will notify the Union MOP Coordinator as soon as the Company MOP Coordinator has information of any Trades vacancies.

OVERTIME OVERSIGHT COMMITTEE

Establish a joint overtime oversight committee for Trades made up of two (2) Union Representatives and two (2) Company Representatives for the resolution of high-level overtime problems prior to the utilization of the grievance procedure.

JOB FAMILIES

Movement of Personnel will be based on plant-wide seniority unless the employee is disqualified because of demonstrated productive efficiency, ability or conduct. However, the Company and the Union agree that for the purposes of filling Level III openings, the following will be considered as Job Families, requiring 12 months experience in the Production Level II position prior to being eligible to promote to a Senior Production Level III/Process Leader in the same Job Family. Equal consideration will be given to those employees who have moved out of the Job Family within a 12 month period and had 12 months prior experience as a Level II in that Job Family prior to leaving.

Draw, Post Draw, VAD, Shipping/Receiving/Storeroom

1. JOINT OVERTIME COMMITMENT

This will confirm our understanding of June 1, 2003, that notwithstanding the specified provisions of General Agreement, the following agreements shall apply to Production and Tier employees at Norcross, Georgia:

Throughout the 1992 contract the Company and the Union handled numerous grievances concerning the administration and allocation of overtime. It is agreed that for the term of the 1995 contract that the Union will assume the role of coordinator and canvassing for overtime in the Production universes and allow both parties to work out the guidelines and details between ratification and Jan. 1, 1996. The Union Coordinator will be a CWA member as overtime is a bargained item. It is also understood that the Union will take the leading role in developing the guidelines, however, to be restrained by good economics. It is also understood that after Jan. 1, 1996, should either party become dissatisfied with the Agreement it may be canceled with 30 day written notification and return to the guidelines of the 1992 Agreement with total Management responsibility for overtime administration.

It is also agreed to establish a Joint Overtime Oversight Committee made up of two (2) Union Representatives and two (2) Company Representatives for the resolution of high level overtime problems prior to the utilization of the grievance procedure.

2. ON-CALL AGREEMENT

On-Call Payment

1. Employees with necessary skills according to seniority may be required to remain in contact with the Company outside their scheduled daily or scheduled weekly tour by use of a beeper or other communications device. A listing of volunteers with the necessary skills will be established and maintained in order of necessary skills and service. Necessary skills (qualifications) will be the first determining factor for the on-call assignment and seniority applied beyond that. If there is an insufficient number of volunteers, the Company will assign this requirement to employees having the necessary skills utilizing the ask senior force junior qualified practice.

Depending on operational needs, employees with the necessary skills may be assigned on-call normally for more than one (1) day, or up to and including seven (7) consecutive days. Those employees required to remain in contact with the Company during their non-scheduled hours will receive a payment of one hour at Standard rate of pay in effect at the time they carry the pager.

2. All normal contractual Call-In procedures would apply for travel time and actual hours worked relating to overtime payment and overtime charge hours.
3. Payment received for carrying a pager would not be considered overtime and not charged on any OT list.
4. When, due to failure to respond or because of illness, other absence, or an unforeseen circumstances beyond the employees control, another employee is required to substitute for the employee assigned the on-call responsibility, the substituting employee will receive the daily on-call payment instead of the originally assigned employee for each day of substitution.

On-Call Responsibilities

1. Employees' on-call are expected to remain within range of the pager system and arrive at the plant within one hour after receiving the call. Response time in excess of one hour will be addressed on a case by case basis.
2. If an employee who is on-call becomes unavailable for some unforeseen reason, the on-call employee must contact security as being unable to respond and to discontinue his responsibility of being "on-call."

On-Call Contract Issues

1. Jobs that implement the on-call pager assignment will not be recognized as another shift or vacancy for any movement of personnel or shift preference and will be filled by assignment, not bidding.
2. Employees who possess the necessary skills within the work area and are on the volunteer list will be put on a rotational schedule for on-call duty (Normally not more than 7 days).
3. This Agreement will apply to all Trades Group II on an as needed basis. The Company will determine what areas will utilize the on-call assignments.
4. This Agreement will remain in effect for the duration of the current General Agreement.

TRADES INTERN PROGRAM

When the Company determines the need to fill Trades Intern vacancies, the Trades Intern Program dated May 31, 1998 will be utilized.

NORCROSS LOCAL APPENDIX Section 5

CONTINUOUS OPERATIONS TOURS (CON-OPS 12)

This will confirm our understanding of June 1, 2003, that notwithstanding the specified provisions of the General Agreement dated June 1, 2003, the following agreements shall apply only to the Production employee population of the work schedules known as CON-OPS 12, at Norcross, Georgia.

- 1) Due to the specialized training needs and skills required, each **CON-OPS 12** will be considered a separate and distinct operating universe. **CON-OPS 12** employees will not be subject to displacement from other universes due to surplus, but will be subject to Lay-off according to the General Agreement, Local Section 2, Movement of Personnel, para. 3a, based on Term of Employment. All **CON-OPS 12** vacancies (including those caused by lay-off) will be filled utilizing request forms or voluntary surplus forms identified below.
- 2) It is agreed there will be a minimum of four (4) Production Specialist Level III's, one (1) per Team in the VAD Glass Processing operation, as well as a minimum of four (4) Production Specialist Level III's, one (1) per Team in the VAD Glass Making operation. VAD Glass Making and VAD Glass Processing will be considered separate Job Families for Level III movement.
- 3) Placement into a **CON-OPS 12** universe will be through voluntary systems. Seniority will be the qualifier.
- 4) Training and Certification in all operations will be required. Failure to certify will result in re-training until the employee becomes Certified or removal from the CON-OPS 12 universe is the only alternative. Any such removals will be reviewed with the Union prior to any action being taken by the Company.
- 5) The 12 month CRITERIA TO BE MET PRIOR TO LATERALLING limitation, Local Section 2, Movement of Personnel, of the General Agreement will not begin until the initial training period has been completed (6 months from entry into CON-OPS 12).
- 6) The 7 DAY COVERAGE schedule will be 12 hour tours, on 3/4 day alternating work weeks. There will be a minimum of one day tour and a minimum one night tour (Attachment B). The Scheduled Weekly Tour will consist of three 12 hour tours in one week alternating with four 12 hour tours in the second week, with no more than three consecutive 12 hour tours in the two week schedule. The CON-OPS 12

TOUR lunch period will be 30 minutes (paid), according to the General Agreement, with a 5 minute paid wash up and clothes change period before and after, and may be varied where it is not practicable to interrupt the process at a regular interval. This paid lunch period applies only to the CON-OPS 12 Tours at the Atlanta Works and does not apply to any other schedule or area at this location. A 15 minute rest period with 5 minutes of wash up and clothes change time will be scheduled approximately midpoint in the first half of the shift, and another approximately half way through the second half of the shift.

- 7) In connection with the CON-OPS 12 hour work schedules only, it may be agreed to institute a Slip Shift arrangement. Slip Shifts will have a 30 minute difference in start times to allow for the overlap coverage necessary for the needs of the business without causing more than a 12 hour work day. The Slip Shifts will also be considered as one day tour and one night tour. The 30 minute period will allow the incoming shift a maximum 10 minute gowning period, a 10 minute communication period with the departing shift, and a 10 minute maximum de-gowning period for the departing shift (Attachment C).
- 8a) Due to the extensive training required and the complex start up cycle, each new posting will separately offer a tour preference opportunity to the successful bidders as they enter the CON-OPS 12 areas. This tour preference will be administered by seniority to populate only the available vacancies. The first CON-OPS 12 Annual Tour Preference will be determined jointly by the Company and Union and annually thereafter to coincide with the total plant program.
- 8b) If applicable the first Annual Shift Start Time preference selection will be permitted as determined jointly by the Company and Union effective annually thereafter to coincide with the total plant program provided the training requirements have been met by all employees involved.
- 9) Vacations, Excused Work Days and Designated Holidays will be converted to hours and placed in an HOURLY TIME BANK to be utilized as required by the CON-OPS 12 WORK SCHEDULE agreement.
- 10) Holidays will be observed as specified in Attachment D.
- 11) The parameters for CON-OPS twelve hour (12) Continuous Operations Tour Work Schedules shall be in accordance with the provisions of Attachment D to this agreement.
- 12) Any dispute with respect to this matter shall be subject to review by both parties to the Letter of Understanding (or their duly authorized representatives). Failure to resolve a dispute with respect to this matter shall then be subject to Article 6 and 7 under the General Agreement.

ATTACHMENT D

CONTINUOUS OPERATIONS TOURS

DEFINITIONS

In order to implement CON-OPS 12 Schedules, modifications to certain contract articles will have to be made. In addition, Hourly Time Bank and Residual Time provisions will have to be added. The following uniform provisions shall apply for CON-OPS Schedules at Norcross.

CON-OPS 12 SCHEDULED DAILY TOUR

A tour of duty of twelve (12) scheduled hours including a paid lunch covered under the General Agreement.

CON-OPS 12 SCHEDULED WEEKLY TOUR

Alternating three (3) and four (4) day CON-OPS 12 SCHEDULED DAILY TOURS, arranged by the COMPANY on any days within the WORKWEEK, regularly including Saturdays or Sundays.

CON-OPS 12 Employee

An hourly rated employee whose SCHEDULED WEEKLY TOUR involves working a CON-OPS 12 Tour.

NONSCHEDULED WORK DAYS

- The 1st, 2nd and 3rd days in the WORKWEEK which the employee is not scheduled to work when the employee's CON-OPS 12 TOUR SCHEDULED WEEKLY TOUR includes four (4) CON-OPS 12 TOUR SCHEDULED DAILY TOURS;

and,

- The 1st, 2nd, 3rd and 4th days in the WORKWEEK which the employee is not scheduled to work when the employee's CON-OPS 12 TOUR SCHEDULED WEEKLY TOUR includes three (3) CON-OPS 12 TOUR SCHEDULED DAILY TOURS.

NIGHT TOUR

- For CON-OPS 12 TOUR EMPLOYEES - A shift which begins on or after 5 p.m. but before 5 a.m.

RESIDUAL TIME

Residual Time is time remaining in the Hourly Time Bank after an employee has taken either a Holiday, Vacation Day, or a paid Excused Work Day.

HOURLY TIME BANKS

An HOURLY TIME BANK shall be established for each employee assigned to a CON-OPS 12 Tour. The bank shall consist of the total hours of eligibility for Holidays, Vacations, and paid Excused Work Days (8 hours X employee's annual eligibility in days = annual hours of eligibility).

If an employee is assigned to a CON-OPS 12 Tour during the year, the Hourly Time Bank amount is determined by the net number of days of remaining eligibility for Holidays, Vacations and paid Excused Work Days.

Hours paid for the purposes of Holidays, Vacations and Excused Work Days shall be deducted from the hours in an employee's Hourly Time Bank.

VACATIONS

Vacation pay is based on the length of an employee's Scheduled Daily Tour.

Vacation time may be scheduled in one-half day increments as follows:

CON-OPS 12 (12 hour) Schedules - 6 Hour Increments

EXCUSED WORK DAYS

Excused Work Day pay is based on the length of an employee's Scheduled Daily Tour.

Non-designated EWD time may be scheduled in half days as follows:

CON-OPS 12 (12 hour) Schedules - 6 Hour Increments

HOLIDAYS

Authorized Holidays for CON-OPS 12 HOUR TOUR EMPLOYEES will be:

New Year's Day
Easter Sunday
Independence Day, July 4
Labor Day
Thanksgiving Day
Day Before Christmas
Christmas Day

A CON-OPS 12 HOUR TOUR EMPLOYEE who does not work on an authorized holiday will receive twelve (12) hours Holiday allowance at the ADJUSTED RATE, provided that the maximum amount of holiday allowance pay does not exceed eighty (80) hours in a calendar year. In the event an employee whose amount of holiday allowance pay has exceeded eighty (80) hours in a calendar year observes a holiday in accordance with the above schedule, such employee shall be paid using RESIDUAL TIME. In the event that the employee has insufficient RESIDUAL TIME, the Holiday (or portion thereof) shall be unpaid.

The holiday period shall be the period between midnight and midnight on the day observed as the holiday as identified in this agreement, except that for shifts crossing midnight it shall be the twenty-four (24) consecutive hour period beginning with the regular starting time on the day observed as the holiday. (By mutual agreement between the COMPANY and the UNION, the holiday period for shifts crossing midnight may be changed for a particular holiday to the twenty-four (24) consecutive hour period beginning with the regular starting time on the eve of the day observed as the holiday.)

When the COMPANY designates an employee's NONSCHEDULED DAY on which the holiday falls as the day to be observed as the holiday and an employee is not scheduled to work on such day, such employee shall receive a holiday allowance not to exceed twelve (12) hours at his or her ADJUSTED RATE plus applicable NIGHT WORK BONUS for time not worked during the employee's SCHEDULED DAILY TOUR, provided the employee receives pay for all or part of both such SCHEDULED DAILY TOURS preceding and following such NONSCHEDULED DAY and is excused by the COMPANY for all partial-day absences on such preceding and following days.

USE OF RESIDUAL TIME

1. At the option of the employee, and subject to the needs of the business, up to forty (40) hours of RESIDUAL TIME may be carried over into the following year, provided that such carry-over is scheduled and taken on or before June 30.
2. The amount of RESIDUAL TIME remaining in December which is not to be carried over into the following year must be eliminated from an employee's Hourly Time Bank in accordance with the following.

If total RESIDUAL TIME is twelve (12) hours or more, an employee must take twelve (12) hours of the RESIDUAL TIME as excused paid time in an increment of twelve (12) hours.

If total RESIDUAL TIME is less than twelve (12) hours, an employee may take the RESIDUAL TIME as excused paid time in one or more increments, of no less than 2 hours each.

3. RESIDUAL TIME of less than two (2) hours remaining at the end of a calendar year may be "bought out".

REST PERIODS

For CON-OPS 12 TOUR EMPLOYEES - One (1) rest period of fifteen (15) minutes during each one-half of their CON-OPS 12 TOUR SCHEDULED DAILY TOUR with 5 minutes wash time before and after.

7-DAY COVERAGE AND NIGHT WORK BONUSES

7-Day Coverage Bonus will apply to CON-OPS 12 Schedules. NIGHT WORK BONUS will apply to a NIGHT TOUR as defined above.

CON-OPS 12 TOURS shall have a minimum of ONE DAY TOUR and a minimum of ONE NIGHT TOUR. The starting and stopping times for each tour will be determined locally.

OVERTIME

Notwithstanding the provisions of Article 12, Premium Payments, of the General Agreement, overtime payments for CON-OPS 12 TOUR EMPLOYEES, are as follows:

TIME AND ONE-HALF will be paid for authorized time worked:

- (a) In excess of the CON-OPS 12 TOUR SCHEDULED DAILY TOUR in twenty-four (24) consecutive hours and without duplication;
- (b) On a CON-OPS 12 TOUR EMPLOYEE'S NONSCHEDULED DAY;
- (c) In excess of forty hours authorized time worked in the SCHEDULED WEEKLY TOUR.

DOUBLE TIME shall apply for overtime hours paid at time and one half in excess of eight (8) in the workweek including any payments for call-in's.

DOUBLE TIME AND ONE-HALF will apply to authorized time worked on the day on which a holiday recognized for the CON-OPS 12 HOUR TOUR EMPLOYEES is observed.

OTHER PAID TIME OFF

Pay for absence due to Death in Family, Jury Duty or Military Duty will follow the applicable provisions of the General Agreement, based on the employee's CON-OPS 12 HOUR TOUR SCHEDULED DAILY TOUR.

SICKNESS ABSENCE

During 1st Week of Absence - Payment for: (Applicable through 12/31/03)

<u>Term of Employment</u>	<u>Payment</u>
Less than six (6) months	None
6 months but less 2 years	begins on 41st hour
2 years but less 5 years	begins on 17th hour
5 years but less 10 years	begins on 9th hour
10 years or more	begins 1st hour

Effective January 1, 2004

Each employee's HOURLY TIME BANK will include a separate account for Sick Days. Each employee will be eligible for eighty (80) hours of pay (8 hours x employee's annual eligibility of 10 days) for personal absence each calendar year. For absences due to personal sickness on his/her CON-OPS 12-Hour Tour, the employee will be paid no more than twelve (12) hours pay. Such pay will be calculated based on the employee's ADJUSTED RATE.

BENEFIT ABSENCES

Payments for Sickness and Accident Disability Benefit absences will be based upon a conventional 40 hour Scheduled Weekly Tour for the duration of such payments.

LEAVES OF ABSENCE

Employees who are working on a CON-OPS 12 at the time a Leave of Absence is scheduled to begin will be converted to a conventional 40 hour Scheduled Weekly Tour for the duration of such Leave.

TERMINATION ALLOWANCES

Computation of applicable Termination Allowance for employees who are working on a CON-OPS 12 on the date of termination shall be computed based upon a conventional 40 hour Scheduled Weekly Tour.

LOCAL LETTERS
Section 6

August 9, 2013

Mr. Bill Bates
National Telecom Director
Communication Workers of America
501 3rd Street, Suite 230
Washington, D. C. 20001

Subject: Local Labor/Management Committee

Dear Bill:

This will confirm our understanding and agreement concerning a Local Labor/Management Committee at Norcross.

The Company and Union share the belief that many workplace issues and concerns can best be resolved through a mutually constructive and joint problem-solving approach. To this end, a Local Labor/Management Committee at Norcross will serve as the primary forum to foster good communications and to build consensus aimed at solutions to these mutual concerns and problems.

The Committee will meet on a monthly basis, or more regularly as mutually agreed. The parties will jointly prepare an agreed-to agenda in advance of the meeting to ensure the committee members are prepared for discussions. The Committee shall designate a minute taker, or agree to rotate the task among some or all of the members. These minutes are not verbatim; rather, they are intended to capture the main points of discussion and agreement. The Committee will determine the method to communicate and share the activities or information with the workforce.

This Committee will also work to support and improve the effectiveness of other committees specified in the Labor Agreement.

Although disagreement is to be expected on some issues, every effort will be made to resolve these disagreements in a non-adversarial atmosphere intended to lead to reasonable solutions. The activities and discussion will be frank and open, and without fear of reprisal by either party. Activity and discussions in these Committee meetings will not be used as evidence or argument in arbitration.

Sincerely,

/s/ Stephanie Street

Stephanie Street
SVP, OFS Human Resources

NORCROSS LOCAL APPENDIX – FIVE TIER

Index		<u>Page</u>
SECTION 1	- OCCUPATIONAL JOB CLASSIFICATIONS	109
SECTION 2	- MOVEMENT OF PERSONNEL	117
SECTION 3	- WAGE SCHEDULES	119
SECTION 4	- LOCAL AGREEMENTS	122

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB CLASSIFICATIONS
5 TIER PLAN**

Tier 3

Senior Secretary
Associate

Tier 4

Financial Analyst
Materials Management Analyst
Technical Support Analyst

Tier 5

Senior Technical Support Analyst
Senior Financial Analyst

Additional job titles and descriptions included in the General Agreement, CWA MFGFT-3 dated May 31, 1998, may be populated based on needs of the business. The Company will notify the Union of its intent to populate job titles, not listed above, as soon as practicable. All decisions by the Company concerning the population of a title will be subject to the grievance and arbitration procedures.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
5 TIER PLAN**

Senior Secretary – Tier 3

Perform secretarial duties for supervisor of third and fourth levels or equivalent rank and perform various clerical assignments to facilitate organizational procedures. Representative duties include but are not limited to the following:

- Typing data of any degree of complexity;
- Preparing and maintaining organizational personnel and attendance files;
- Making appointments and maintaining principal's itinerary;
- Answering routine telephone inquiries and taking messages;
- Greeting and directing visitors;
- Recording and distributing mail and follow up for disposition;
- Originating routine correspondence, compiling organizational summaries and reports;
- Reviewing correspondence prepared by others to assure procedural and typographical accuracy;
- Making travel and/or conference arrangements;
- Transcribe dictation of any complexity;
- Maintaining minutes of meetings;
- Operating word processing equipment;
- Represent organization in contacts with other organizations, groups and individuals within the Company and with outside vendors or clients;
- Perform special projects in support of the organizational activities;
- Develop clerical/administrative guidelines within organization;
- Develop databases using non-scientific program software;
- Instruct employees performing equal or lower level work.

Prerequisites

Microsoft Office – Q1
Previous experience as a Secretary.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
5 TIER PLAN**

Associate – Tier 3

Perform any or a combination of duties generally of an administrative or service nature. Representative duties include but are not limited to the following:

- Analyzing drawings;
- Instructing employees performing equal or lower level work;
- Developing data bases using non-scientific program software;
- Resolving non-routine discrepancies;
- Investigating complaints;
- Administering, scoring and interpreting employment tests;
- Order editing, ordering, tracing and complex expediting;
- Maintaining stock of less complex items;
- Routine scheduling;
- Preparing journal entries;
- Analyzing accounts and classifying of charges to accounts;
- Maintaining ledgers;
- Processing employee suggestions;
- Performing comprehensive payroll, pricing, billing and functions;
- Administering benefit programs;
- Performing teller functions;
- Classifying, rating and routing shipments;
- Performing visual and mechanical checks on products and processes;
- Charting;
- Operating mainframe computer systems;
- Moderately complex drafting;
- Order editing.

Prerequisites

Microsoft Office – Q2
May require valid drivers' license
Radiology Certification

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
5 TIER PLAN**

Financial Analyst – Tier 4

Perform a variety of comprehensive duties related to accounting and/or financial functions. Representative duties include but are not limited to the following:

- Plant accounting including compiling of involved data such as investment, depreciation, distribution and variations;
- Investigating and adjusting inventory variations;
- Compiling standard costs from layouts, rates lists and drawings;
- Developing labor rates;
- Preparing organizational and operating results reports and associated accounting;
- Preparing complex journal entry details, perform analysis of associated accounts and provide explanations for deviations from expected results;
- Forecasting financial elements for assigned areas of responsibility;
- Auditing disbursements for accounts payable, petty cash expenditures and employee expense accounts;
- Estimating cash requirements in support of large financial organizational activities such as accounts payable and payroll;
- Performing accounting and financial analysis in support of the Cost Effectiveness Program;
- Billing of complex transactions such as partial and final material billing for EF&I orders, and factory to region billing;
- Preparing special studies and analyses;
- Instructing employees performing equal or lower level work;
- Assisting others engaged in more complex activities.

Prerequisites

Successful completion of Financial Certification Exam and 12 months previous experience at Tier 3.

**NORCROSS LOCAL APPENDIX
Section 1**

OCCUPATIONAL JOB DESCRIPTION

5 TIER PLAN

Materials Management Analyst – Tier 4

Perform a variety of complex materials management duties. Representative duties include but are not limited to the following:

- Performing involved merchandise and service functions including the handling of complex expediting problems on orders, requisitions, and similar authorizations for all types of material;
- Investigating and resolving service problems;
- Analyzing and condensing manufacturing information to facilitate the manufacture of product;
- Servicing the introduction of Class A changes and determining appropriate load dates for incorporating changes;
- Establishing firm shipping schedules by analyzing orders, quarterly production estimates and shop capacities;
- Establishing the introduction of new designs and change orders;
- Planning, developing, and establishing long range production programs for the manufacture of products;
- Performing service functions associated with material returned by customers;
- Analyzing involved production data, investigating abnormal variations and unusual trends, determining causes for deviations from expected results, and preparing special reports and summaries;
- Maintaining stock control over a wide variety of raw materials, equipment, apparatus, tools, and similar items used in the production process or to fill customer orders;
- Analyzing and resolving a variety of transportation problems;
- Instructing employees performing equal or lower level work.

Prerequisites

Successful completion of Materials Management Certification Exam and 12 months previous experience at Tier 3.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
5 TIER PLAN**

Technical Support Analyst – Tier 4

Perform a variety of complex technical support duties. Representative duties include but are not limited to the following:

- Performing quality checks and appraisals of a variety of products to determine conformance with operational testing requirements;
- Analyzing defects and their causes;
- Investigating problems encountered, discussing findings with concerned personnel, and recommending corrective measures;
- Instructing employees performing equal or lower level work.

Prerequisites

Successful completion of Technical Certification examination and 12 months previous experience at Tier 3.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
5 TIER PLAN**

Senior Technical Support Analyst – Tier 5

Perform a wide variety of highly complex duties generally of a technical nature. Representative duties include but are not limited to the following:

- Coordinate the effort of employees performing the most difficult testing and analysis of complex interrelated circuits for causes of failure on a variety of electronic products and systems requiring electronic theory, which includes testing and inspecting the most complex digital and electronic transmission and switching systems;
- Make recommendations for operating improvements and devise new methods of gathering and providing reliable data into summarizations and comparisons depicting conditions and trends;
- Plan and conduct in-depth investigations and comprehensive studies in response to all types of field, inter-works, and intra-works complaints of difficulties and problems encountered and take corrective measures in the absence of established procedures and routines;
- Conduct a wide variety of chemical analyses and tests; and,
- Instructing employees performing equal or lower level work.

Prerequisites

Associates Degree or equivalent credits (core) in the technical field from an accredited college or Certification in a specific field or equivalent as determined by the COMPANY and 24 months previous experience in the Technical Support Corridor at Tier 4.

**NORCROSS LOCAL APPENDIX
Section 1**

**OCCUPATIONAL JOB DESCRIPTION
5 TIER PLAN**

Senior Financial Analyst – Tier 5

Perform a wide variety of highly complex duties related to accounting and/or financial functions. Representative duties include but are not limited to the following:

- Compiling forecasts and budgets;
- Analyzing actual accounting operating results;
- Conducting special studies and investigations usually of a non-recurring nature concerning such subjects as normal variations, costs of new products and direct and indirect expense;
- Compiling data for tax returns;
- Assist in conducting inventory and/or year-end closing activities;
- Assist in establishing load rates and compiling historical load rate data;
- Instructing employees performing equal or lower level work.

Prerequisites:

Associate Degree or equivalent credits (core) from an accredited college in Accounting or equivalent as determined by the COMPANY and 24 months previous experience in Financial Corridor at Tier 4.

**NORCROSS LOCAL APPENDIX
5 TIER PLAN
Section 2**

MOVEMENT OF PERSONNEL

1 General

- (a) All adjustments to the work force in accordance with the provisions of this Article shall be initiated and made by the COMPANY.
- (b) "Qualifications" as used in this Article shall be those factors determined by the COMPANY to be necessary prerequisites for performance of the job. QUALIFICATIONS include:
 - (1) Required experience in job related tasks
 - (2) Required job knowledge
 - (3) Required job skills
 - (4) Required education
 - (5) Successful completion of a certification exam, if required
 - (6) Conduct and job performance
- (c) TERM OF EMPLOYMENT shall be given the most weight in the selection of an employee to fill a job vacancy when two (2) or more employees under consideration possess substantially the same QUALIFICATIONS needed for such vacancy.
- (d) If the UNION objects to any move made in accordance with the provisions of this Article, the matter may, if presented within ten (10) calendar days after the effective date of such move, be processed in accordance with ARTICLE 6, GRIEVANCE PROCEDURE, and ARTICLE 7, ARBITRATION, provided that in any such case the authority of the arbitrator shall be limited to a determination as to whether the COMPANY's judgment has been unreasonably exercised.

2 Filling Job Vacancies

- (a) A vacancy will not be declared when a job is to be filled by a temporary reclassification of an employee to an Occupational Job Classification in the same Tier but different corridor for reasons such as vacation relief, replacement of absent employee or business emergencies. Such reclassification will ordinarily be limited to 3 months, however may be extended up to a maximum of 3 additional months with mutual agreement of the Company and Union.
- (b) When a job vacancy is declared by the COMPANY, employees of the COMPANY who have the QUALIFICATIONS for the job that is vacant will be considered in successive steps, in the following order, and in TERM OF EMPLOYMENT within each step:
 - a. Former employees eligible to mandatory reinstatement from Leaves of Absence.
 - b. Employees who are surplus in an Occupational Job Classification in the same Corridor as the vacancy but at a higher Tier.
 - c. Employees who are surplus in an Occupational Job Classification in a higher Tier as the vacancy but in a different Corridor.
 - d. Employees who are surplus in an Occupational Job Classification in the same Tier as the vacancy but in a different Corridor.
- (c) Job vacancies not filled in accordance with Paragraph 2(b) shall be advertised on COMPANY bulletin board(s) for a minimum of four (4) full working days. Each such advertisement shall include the following information:
 - (1) Job Vacancy Number
 - (2) Occupational Job Classification, Tier and Corridor
 - (3) Basic duties and QUALIFICATIONS
 - (4) Work Schedule
 - (5) Closing date for receipt of nominations
- (d) Employees of the COMPANY may nominate themselves for advertised job vacancies by submitting the form prescribed by the Company.
- (e) Job vacancies not filled in accordance with Paragraph 2(b) shall be filled by QUALIFIED employees who have nominated themselves for the vacancy as provided in Paragraph 2(d).
- (f) If none of the employees considered in accordance with Paragraph 2(c) possess the QUALIFICATIONS needed to fill a job vacancy, hiring may be utilized. In such event, however, former employees of the COMPANY who are QUALIFIED and who have been LAID OFF within the

preceding twenty-four (24) calendar months shall be given first consideration providing they have not previously refused an opportunity for employment. Employees laid off or on sickness disability prior to February 15, 2003 will be grandfathered at 36 calendar months.

- (g) Following selection of the person to fill a vacancy, a notice shall be posted on the COMPANY designated bulletin board(s) for a minimum of five (5) full working days, which shall include the following information:
 - a. Job Vacancy Number
 - b. Tier and Corridor
 - c. Name of person selected
 - d. Effective date of assignment
- (h) When the Company decides not to backfill a position or if a vacancy is cancelled after posting, the Company will verbally notify the Union MOP Coordinator, within 5 days of either decision

3. Reductions in Force

- (a) When lack of work necessitates decreasing the workforce, employees shall be selected as surplus in the inverse order of TERM OF EMPLOYMENT, from the Occupational Job Classification, Tier level and Corridor affected.
- (b) An employee who is selected as surplus or who becomes surplus by displacement shall be considered for placement in the following successive steps:
 - a. By filling a vacancy in another Occupational Job Classification in the same Tier for which the employee is QUALIFIED.
 - b. By displacing another employee who has the shortest TERM OF EMPLOYMENT in the same Tier in a different Corridor for which the employee is QUALIFIED provided, in the case of Tiers 4 and 5, the employee has previously worked in that Tier/Corridor and, in the case of Tier 3, the employee can perform the job within a reasonable training period; in all cases the surplus employee must have at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
 - c. By filling a job vacancy in an Occupational Job Classification in the same Corridor in the next lower Tier or by displacing another employee who has the shortest TERM OF EMPLOYMENT in such Tier and Corridor provided the surplus employee has at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
 - d. By filling a job vacancy in an Occupational Job Classification in a different Corridor in the next lower Tier for which the employee is QUALIFIED or by displacing another employee who has the shortest TERM OF EMPLOYMENT in a different Corridor in such Tier for which the employee is QUALIFIED provided that, in the case of Tier 4, the employee has previously worked in that Tier/Corridor; and, in the case of Tier 3 can perform the job within a reasonable training period; in all cases the surplus employee must have at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
 - e. If the surplus employee is not placed under 3(b)(3), then by filling a job vacancy or by displacing another employee in the next lower Tier on the same basis as provided in 3(b)(2), and then 3(b)(3), and in the same manner in successively lower Tiers.
 - f. A surplus employee who cannot be placed in accordance with Paragraph 3 shall be laid off.

NORCROSS LOCAL APPENDIX
Section 3
WAGE SCHEDULES
Tier Occupation Levels

Wage Schedules

Employees hired after 1/1/06 will follow the Step progressions as outlined in the schedule below.

Tier 3 - New Hire/Rehire after 1/1/06

	1/7/2013	1/6/2014	1/5/2015	1/4/2016
1	14.07	14.35	14.64	14.93
2	14.77	15.07	15.37	15.67
3	15.45	15.76	16.07	16.40
4	16.20	16.52	16.85	17.19
5	16.99	17.33	17.68	18.03
6	17.80	18.16	18.52	18.89
7	18.66	19.03	19.41	19.80
8	19.55	19.94	20.34	20.75
9	20.49	20.90	21.32	21.74

Tier 4 - New Hire/Rehire after 1/1/06

	1/7/2013	1/6/2014	1/5/2015	1/4/2016
1	15.94	16.26	16.58	16.92
2	16.68	17.01	17.35	17.70
3	17.44	17.79	18.14	18.51
4	18.24	18.60	18.98	19.36
5	19.08	19.46	19.85	20.25
6	19.96	20.36	20.77	21.18
7	20.88	21.30	21.72	22.16
8	21.83	22.27	22.71	23.17
9	22.82	23.28	23.74	24.22

Tier 5 - New Hire/Rehire after 1/1/06

		1/7/2013	1/6/2014	1/5/2015	1/4/2016
Step	1	18.58	18.95	19.33	19.72
	2	19.40	19.79	20.18	20.59
	3	20.21	20.61	21.03	21.45
	4	21.32	21.75	22.18	22.62
	5	22.01	22.45	22.90	23.36
	6	22.97	23.43	23.90	24.38
	7	23.96	24.44	24.93	25.43
	8	24.99	25.49	26.00	26.52
	9	26.08	26.60	27.13	27.68

Tier 3 LEGACY EMPLOYEES - fifteen (15) or more years of service as of 6/1/06

		1/7/2013	1/6/2014	1/5/2015	1/4/2016
Step	1	15.86	16.18	16.50	16.83
	2	16.60	16.93	17.27	17.62
	3	17.41	17.76	18.11	18.48
	4	18.25	18.62	18.99	19.37
	5	19.12	19.50	19.89	20.29
	6	20.06	20.46	20.87	21.29
	7	21.02	21.44	21.87	22.31
	8	22.03	22.47	22.92	23.38
	9	23.08	23.54	24.01	24.49

Pension Band 110

Tier 4 LEGACY EMPLOYEES - fifteen (15) or more years of service as of 6/1/06

		1/7/2013	1/6/2014	1/5/2015	1/4/2016
Step	1	17.97	18.33	18.70	19.07
	2	18.79	19.17	19.55	19.94
	3	19.64	20.03	20.43	20.84
	4	20.55	20.96	21.38	21.81
	5	21.49	21.92	22.36	22.81
	6	22.48	22.93	23.39	23.86
	7	23.50	23.97	24.45	24.94

8	24.58	25.07	25.57	26.08
9	25.71	26.22	26.75	27.28

Pension Band 114

Tier 5 LEGACY EMPLOYEES - fifteen (15) or more years of service as of 6/1/06

		1/7/2013	1/6/2014	1/5/2015	1/4/2016
Step	1	20.95	21.37	21.80	22.23
	2	21.85	22.29	22.73	23.19
	3	22.79	23.25	23.71	24.18
	4	23.77	24.25	24.73	25.22
	5	24.79	25.29	25.79	26.31
	6	25.85	26.37	26.89	27.43
	7	26.97	27.51	28.06	28.62
	8	28.14	28.70	29.28	29.86
	9	29.36	29.95	30.55	31.16

Pension Band 120

LOCAL AGREEMENTS

Section 4

5 TIER PLAN

Movement of Personnel

Bidders absent because of vacation or sickness or otherwise unavailable, must leave a telephone number where they can be reached in the event they are the successful bidder. Failure to do so will result in the forfeiture of their right to such vacancy. If the COMPANY is unable to reach employee at the number provided within a reasonable time, the bid becomes invalid. However, the UNION's Movement of Personnel Coordinator will be given the opportunity to contact the employee prior to such disqualification.

Absent bidders must be able to report to the job vacancy in question by the third Monday after being contacted. Otherwise, they will be disqualified.

Employees within the same job, occupation, tier and department may change shifts before a vacancy is declared.

Shift exchanges will be made when two or more active requests are matched for employees of the same job, occupation, tier and department.

The COMPANY will conduct an annual shift change for all employees within the same job, occupation, tier and department based on seniority.

Employees must have six (6) months time in title on current job prior to bidding on a lateral position.

Employees may be temporarily assigned to other jobs for reasons such as vacation relief, replacement of an absent employee, or business emergencies. Temporary assignments are not considered as qualifying experience for movement of personnel.

Employees temporarily assigned to a high graded job on a full time basis will be temporarily upgraded. The upgrading will be limited to a maximum of three (3) months. However, the three (3) months may be extended by mutual agreement of the Company and the Union in situations involving extended sickness disability periods. The Company maintains the right of decision of where and when a vacancy exists.

Temporary assignments to the same or lower graded jobs will be limited to a maximum of three (3) months. However, the three (3) months may be extended by mutual agreement between the parties.

MOP: Vacancies filled with Temporary Agency Personnel

When represented Tier position is permanently vacated due to promotion, transfer, downgrade or termination the Company will have 5 days to notify the Union if the job is not to be back-filled.

Based on the decision to fill the job, a requisition will be submitted to the Company MOP Coordinator within 14 days of the opening and the job posted.

Agency temporaries can be utilized to hold the vacancy throughout the above process if necessary, for the needs of the business or in cases of vacation, disability or short-term absences. The agency temporaries will be limited to a maximum of three (3) months. Exceptions to the above may be made by mutual agreement between the Union VP of Tiers and the Manager. Temporary upgrades will be utilized wherever possible before a temporary agency clerical employee is used. Temporary agency employee will then be used on the lower graded job. The Company will provide the Union with a list of temporary agency personnel to include: the Job/Position being covered, who they are/will be assigned to, the expected length of time assigned, the start date and the reason. An updated list(s) will be provided to Labor Relations (and Union) anytime there are changes, extensions, additions or deletions.

Annual Shift Change

It is agreed the Company will continue its current policy and procedures for an Annual Shift Change with the following exceptions:

1. The effective date for Annual Shift Change will be the first work day of the second fiscal week in January.
2. The effective date of a new or changed request will not be permitted until the first work day of the second fiscal week in February.

New Job Assignments

It is recognized that a new job assignment is one that had not been previously performed in whole or part at the Norcross Facility.

Paragraph 2(b) of Movement of Personnel notwithstanding, new jobs will be filled as follows:

1. Experienced employees in the same grade subject to the needs of the business and at the discretion of the COMPANY who (1) volunteer for the establishment of a new shift or the manning of a new job or (2) who are necessary to the establishment of a new shift or the manning of a new job
2. The job shall be posted for five (5) working days, and all eligible employees may bid and be considered.
3. Recalled employees have no former rights to positions held prior to layoff
4. When a vacancy occurs, qualified employees with permanent medical restrictions, who have been declared surplus because of such restriction(s), will have the same movement priority as employees moved for lack of work

Performance of Clerical Unit Work by Non-Bargaining Unit Employees

Work normally assigned exclusively to bargaining unit employees will not be performed by COMPANY personnel when employed in a non-represented salary graded capacity except when such action is necessary for temporary periods to afford instruction to employees, to maintain operations when qualified bargaining unit employees are not available or in emergency situations.

Notice of Work Reassigned

The Company shall give 14 days' notice to any work reassigned from Tier to Production, Trades or Management before implementation.

Joint Union/Company Job Review Committee

The Joint Union/Company Job Review Committee, comprised of not more than two Company and two Union representatives, shall meet as needed to discuss matters of mutual concern. The proper classification of a grade level or the proper jurisdiction of an assignment(s) shall be brought before the Committee for resolution.

Attendance Plan – Relapse

In the event of short term sick absence, prior to benefits, an employee returns to work and has supplied a physicians' certificate of absence and should that employee be sent home by Medical and Medical declares the second absence as a relapse all days will be recorded as absences but the second absence will not be counted as another occasion under the Attendance/Irregularity Program.

Personnel Records

In the month in which an employee celebrates a 3rd anniversary, they may request and schedule an appointment, in a reasonable time, with Personnel to view their records with their Supervisor, and have any disciplinary write-ups in the separate areas of Safety; Quality and Production; Rules and Standards, Policies and Procedures and Practices, removed which are 3 years old or older, as long as there has not been any additional incidents of discipline in these respective areas. EAP/MAP, Attendance/Irregularity are not included.

Forty-Eight (48) Hour Cooling Off Period

In situations which do not impact on the general welfare and safety of the facility or its employees and where the situation permits the Company will consider a forty-eight (48) hour cooling off period before enforcing a suspension in order to allow the Union time to review the circumstances.

Test Recognition

Candidates who pass Microsoft Office tests will remain qualified for three (3) years.

Notification When Work is Leaving Norcross Facility

The Company will send a letter to all organizations requesting notification in advance of any Tier work which might be leaving Norcross and the Company MOP Coordinator will notify the Union as soon as the Company is aware.

Return to the Unit

An employee who leaves the bargaining unit will be afforded the opportunity to return to the bargaining unit provided the employee returns within two (2) years of the effective date of leaving the unit, and further provided the employee has a greater TERM OF EMPLOYMENT than employees eligible for recall to the unit.

For employees who leave the bargaining unit and later return to the bargaining unit within two (2) years, the Company will return the employee to the same level from which they left.

Populating Applicable Tier Jobs and Corridors with Feeder Pools

The Company agrees to provide classes through Alliance funding for the certification tests in all corridors at the Tier 4 level on Company premises. The Company also agrees to condense the core courses that are needed for Tier 5 in all corridors through Alliance funding and provide classes on Company premises.

5 Tier Plan

Employees in all tiers will be permitted to take the Tier 4 Certification Exams. Exams will be periodically administered based upon both employee requests and Company convenience.

Individuals who have unsuccessfully completed a Tier 4 Certification Exam will be provided a written feedback form describing performance on the exam which includes the areas of individual strength and weakness. The Company will normally provide the feedback within 10 working days of administering the exam.

In the event it is necessary for a job evaluator to perform work site studies when evaluating a new or changed 5 Tier Plan job, a representative of the Union will be offered the opportunity to observe such study.

In order to avoid a situation in which no qualified candidates exist for a vacancy due to the lack of an experienced feeder pool, both the Union and the Company have an obligation to inform each other of

pending openings for the purpose of populating any Tier and Corridor commensurate with current job requirements to produce a feeder pool for such pending openings.

Any discussion of moving specific job assignments from one Occupational Job Classification to another will take place at the local level between the Company and the Union. The effective date of any change in Occupational Job Classification for any individual whose assignment moves as a result of such discussions will include any previous experience.

The following years of experience at Tier 4 in the applicable Corridor will be counted toward the completion of required core courses:

- 1 to 3 years = 1 course
- 4 to 5 years = 2 courses
- 6 or more years = 3 courses

In no event will credit be given for more than 3 courses.

A Special Designation will be assigned to the following job assignments which currently exist in the Technical Support Corridor:

- Plant Inspector
- Laboratory Assistant
- Trades Order Analyst

These assignments will be held separate from the six established Corridors for purposes of Movement of Personnel, Occupational Job Classifications, Prerequisites and Qualifications.

When the Company determines a vacancy exists in one of the Special Designation occupations, the order of consideration on the job posting will be as follows: (Qualifications refer to qualifications used to fill these assignments prior to the 5 Tier Plan).

- First Consideration – Fully qualified individuals in the 5 Tier universe
- Second Consideration – Conditionally qualified (As determined by the Company) individuals in the 5 Tier Universe
- Third Consideration – Fully qualified individuals in the hourly universe
- Fourth Consideration – Conditionally qualified (As determined by the Company) individuals in the hourly universe
- Fifth Consideration – Fully qualified individuals from the street.

Core courses may be attained one-half on Company time and one-half on the employee's time provided:

- (a) the courses are applicable to the corridor the individual is working in or declares as a career path.
- (b) a reasonable number of individuals covered under this item as determined by the Company based on forecasted Tier 5 needs.
- (c) volunteers will be taken in order of seniority from Tier 4 employees in the applicable corridor.
- (d) volunteers who fail to complete the courses will be considered after other volunteers have been provided the opportunity.
- (e) Company time will be straight time and may be provided through an adjustment in schedule when specific courses are offered at an educational institution.

STURBRIDGE - LOCAL APPENDIX

INDEX

<u>Section</u>	<u>Title</u>	<u>Page</u>
SECTION 1	- OCCUPATIONAL JOB CLASSIFICATIONS	127
SECTION 2	- MOVEMENT OF PERSONNEL	140
SECTION 3	- WAGE SCHEDULES	146
SECTION 4	- LOCAL AGREEMENTS.....	149
SECTION 5	- CON-OPS 12.....	155
SECTION 6	- LOCAL LETTERS	
	On-Call Agreement.....	160
	Employee Safety Agreement.....	161

STURBRIDGE LOCAL APPENDIX

Section 1

OCCUPATIONAL JOB DESCRIPTIONS PRODUCTION OCCUPATION LEVEL CRITERIA

The OFS-Sturbridge Two Level Plan for PRODUCTION OCCUPATIONS is a classification plan. A classification plan is, by definition, non-quantitative. The differentiation of Levels is not arrived at through assigning points to attributes. Rather, it is a "banding" of well-recognized functions based upon complexity of duties and responsibility.

The Plan has to be understood by all parties involved. On-going maintenance of this plan should be virtually eliminated. By utilizing clear or "benchmark" functions, the affect of changes in job tours can be quickly ascertained by using a paired comparison methodology with the Job Administration Guide.

The parameters for each of the two levels and the logic behind their slotting is as follows:

Product Specialist - Level II

Perform a wide variety of assembly and bench related work assignments, including the set-up and operation of complex machinery such as lathes, draw towers, prooftesters, quality control quality assurance measurement systems. Operate machines requiring limited interrelated adjustments with detailed procedures in manufacturing layouts, engineering specifications, similar operating procedures or work instructions, including but not limited to, inspection; basic care and cleaning of equipment and work area to ensure process efficiency and product quality. Test and inspect in-process and completed products. Perform material handling duties requiring the operation of all types of material handling equipment. Receive, store, stage and ship all types of materials and products. Certification may be required to verify initial proficiency.

Responsibility Requirement

- Work with maintenance, engineers or other support personnel to identify and to resolve equipment, process or product issues.
- Maintain work area organization/orderliness and cleanliness
- Perform inspection, basic care and cleaning to include:
 - Cleaning of equipment
 - Limited equipment inspections, and adjustments requiring only simple instructions.
- Observe all safety procedures, including the use of appropriate safety devices and personal protective equipment (PPE).
- Perform other related duties assigned.

Sr. Production Specialist/Lead Operator – Level III

Perform work assignments. Instruct, plan and assign work and coordinate duties over the Job Family of Level II & III employees in assigned work area or unit. Work with appropriate personnel, including supervisor or management to ensure the product quality and quantity required to meet both customer and company expectations. Ensure unit/department Job Family of Level II & III employees are adequately trained to perform duties. Operate complex machinery requiring interrelated adjustments. Ensure group performs the required validation, inspection, basic care and cleaning of equipment and work area to ensure process efficiency and product quality.

Responsibility Requirements

- Plan, assign and check work of group members to ensure adherence to performance standards, company policies and procedures. Provide effective recommendations to supervisor with regard operational matters affecting group members.
- Ensure adequate training is provided to group members to perform their duties. Provide training where necessary.
- Investigate production problems and quality complaints and take corrective actions within scope of authority and/or make recommendations to supervisor, maintenance, engineers or other support personnel.
- Work with group members on production requirements, equipment validation, equipment inspection, equipment basic care, equipment and work area cleaning activities to ensure workplace cleanliness, control of materials and quality of output of in-process and finished products, and process efficiency.
- Operate computer systems including manufacturing execution systems (MES), ISO documentation systems, etc.
- Perform work of any group member as situation dictates. Observe all safety procedures, including the use of appropriate safety devices and personal protective equipment (PPE).
- Report/present performance of work group on a daily/shift frequency basis consistent with department/unit procedure.

Other Requirements of Sr. Production Specialist/Lead Operator - Level III

- Requires 12 months experience as a Production Specialist Level II.
- Certification of prerequisite skills and knowledge is required prior to job entry.

STURBRIDGE LOCAL APPENDIX

Section 1

OCCUPATIONAL JOB DESCRIPTION JOURNEYMAN TRADES PLAN

CHEMICAL TECHNICIAN

Trades Group 1

Description

Maintain, operate, monitor, adjust and perform chemical unloading, chemical tank changes, operational inspections and tests on all types of chemicals systems and chemical manufacturing equipment used in the design, development, production and processing of optical fiber, including abatement equipment. This involves receiving, certifying, qualifying, labeling, transferring and properly storing chemicals. Maintain compressed air systems, gas generation systems, plant wide bulk/cylinder gas systems, DI water systems, pollution control equipment, Germanium recovery systems, acid etch equipment, bulk gas storage, coating supply systems, critical gas purifiers and handling and shipment of hazardous waste. Maintain and operate wastewater treatment systems, specified chemical balances, perform tests, making adjustments to processes and generating reports. License required on each shift.

Responsibility Requirements

- Independently plan or carry out planned work assignment and perform duties with a minimum of direct supervision
- Work closely with functional personnel within and outside of organization to develop and implement equipment modifications, optimizations, commissioning of any production, development, or design equipment.
- Perform troubleshooting and testing of chemical or manufacturing systems including gas delivery systems, pollution control systems, glass and high purity systems, and other associated systems, using PLC trending, gas and leak detection devices, titration or any other applicable chemical testing techniques, etc.
- Oversee and/or conduct unloading of hazardous bulk chemicals. Operate and maintain abatement systems such as gas scrubbers and thermal oxidizers
- Participate in periodic (daily) production staff meetings or other meetings such as Area-specific or plant-wide Shutdown meetings to provide input relative to chemical equipment or systems maintenance needs and concerns.
- Maintain work area organization/orderliness and cleanliness

Other Requirements

- Wastewater License
- OSHA Haz-Woper certification
- Perform work in Self Contained Breathing Apparatus and up to Level A Chemical Suits. Certified with air emissions, wastewater, and storm drain regulations and PSM regulated Chemicals.
- May be required to be a functional member of the area spill team and maintain yearly spill team certification. Troubleshoot and maintain chemical cartridge gas detection systems that support both process and life safety systems. This shall include support, repair, mechanical maintenance and programming support of chemical cartridge systems. This position shall provide support as needed for the Emergency Response Team to interpret gas detection devices, perform entry into support areas including chemical delivery rooms, abatement process areas and other key areas where technical, mechanical or process support in the areas of expertise is required.

Prerequisite for Entry in Trade

- Completion of an accredited trade training course or equivalent knowledge and skills acquired by means of related practical experience
- Demonstrated ability of basic skills associated with this trade, including basic computing skills and use of PLC/PC equipment to carry out work functions.

CHEMICAL SYSTEM TECHNICIAN

Trades Group 2

Description

Maintain, operate, monitor, adjust and perform chemical unloading, chemical tank changes, operational inspections and tests on all types of chemicals systems and chemical manufacturing equipment used in the design, development, production and processing of optical fiber, including abatement equipment. This involves receiving, certifying, qualifying, labeling, transferring and properly storing chemicals. Maintain compressed air systems, gas generation systems, plant wide bulk/cylinder gas systems, DI water systems, pollution control equipment, Germanium recovery systems, acid etch equipment, bulk gas storage, coating supply systems, critical gas purifiers and handling and shipment of hazardous waste. Maintain and operate wastewater treatment systems, specified chemical balances, perform tests, making adjustments to processes and generating reports. License required on each shift.

Responsibility Requirements

- Independently plan or carry out planned work assignment and perform duties with a minimum of direct supervision
- Work closely with functional personnel within and outside of organization to develop and implement equipment modifications, optimizations, commissioning of any production, development, or design equipment.
- Perform troubleshooting and testing of chemical or manufacturing systems including gas delivery systems, pollution control systems, glass and high purity systems, and other associated systems, using PLC trending, gas and leak detection devices, titration or any other applicable chemical testing techniques, etc.
- Oversee and/or conduct unloading of hazardous bulk chemicals. Operate and maintain abatement systems such as gas scrubbers and thermal oxidizers
- Participate in periodic (daily) production staff meetings or other meetings such as Area-specific or plant-wide Shutdown meetings to provide input relative to chemical equipment or systems maintenance needs and concerns.
- Build, repair and maintain production carts in area of responsibility
- Maintain work area organization/orderliness and cleanliness

Other Requirements

- Industrial Wastewater License Grade I-3 or I-4*
- OSHA Haz-Woper certification
- Perform work in Self Contained Breathing Apparatus and up to Level A Chemical Suits. Certified with air emissions, wastewater, and storm drain regulations and PSM regulated Chemicals.
- May be required to be a functional member of the area spill team and maintain yearly spill team certification. Troubleshoot and maintain chemical cartridge gas detection systems that support both process and life safety systems. This shall include support, repair, mechanical maintenance and programming support of chemical cartridge systems. This position shall provide support as needed for the Emergency Response Team to interpret gas detection devices, perform entry into support areas including chemical delivery rooms, abatement process areas and other key areas where technical, mechanical or process support in the areas of expertise is required.
- Emergency response team member*

- Repair, rigging, maintenance, troubleshooting and calibration of: pumps, process support systems and other equipment, sensors and probes*
- Basic Excel, Word and Outlook skills*
- Piping skills including; PVC, Copper, Fusion welding, PVC welding, SS tubing welding*

Prerequisite for Entry in Trade

- Completion of an accredited trade training course or equivalent knowledge and skills acquired by means of related practical experience
- Demonstrated ability of basic skills associated with this trade, including basic computing skills and use of PLC/PC equipment to carry out work functions.
- Educational requirements at least to high school math and chemistry or equivalent*
- Successful certification of Industrial Wastewater License I-3 or I-4*

*Denotes items for which training will be provided as required

CHEMICAL TECHNICIAN “FLOATER” POSITION

The Chemical Technician “Floater” position is covered by the current Chemical Technician Job Description contained in the Sturbridge Local Appendix.

This position will be required to fill Chemical Technician vacancies on multiple shifts as needed. Such assignments will be made at the discretion of the Company and in accordance with notification procedures agreed to by the Union and the Company.

The filling of the “Floater” position shall follow established procedure as outlined in the Movement of Personnel provisions in the Sturbridge Local Appendix. If no qualified employees are identified through post and bid, or from the recall list, the Company may elect to fill the position by external hire.

In addition to the standard wage rate for Chemical Technician, the “Floater” will be paid any shift differential applicable to the actual hours worked for the duration of such assignment. The “Floater” will also be paid a 10% premium for all hours worked and approved paid time.

STURBRIDGE LOCAL APPENDIX

Section 1

OCCUPATIONAL JOB DESCRIPTION JOURNEYMAN TRADES PLAN

PLANT SERVICES MAINTENANCE SPECIALIST

Trades Group 2

Description

Lay out, fabricate, assemble, install, modify and repair plant equipment parts, details and assemblies made of sheet metal, plastic, other material compositions. Involves laying out and developing patterns, use of hand and power tools, cutting and welding equipment and the performance of all necessary associated and related duties. Read and analyze engineering notes, drawings and work orders to determine what information and materials are needed to install, construct, maintain, modify, refurbish, repair, remove and/or relocate plant equipment and facilities. Prepare required drawings to facilitate work and planning assignments within own skilled craft. Expedite parts and material shortages as required. Review work information and identify the specific trades required and refer accordingly. Work with the supervisor to coordinate the efforts of trade personnel to complete work in a timely manner.

Responsibility Requirements

- Independently plan and/or carry out planned work assignments and perform duties with minimal direct supervision.
- Work closely with functional personnel within and outside of organization to develop and implement equipment modifications, repairs, optimizations, commissioning of all production, development, or design equipment/systems.
- Assist in tracking, control and use of spare parts inventory.
- Move and install facilities including machines and equipment.
- Assemble, construct, erect, fabricate, install, lay out, maintain, modify, overhaul, renovate and/or repair a variety of facilities including equipment, service systems and mechanical assemblies including conveyors, weighing devices, doors, hoists, exhaust air handling units; concrete work forms; plant structures such as storage racks, partitions, guard rails and structural steelwork.
- Perform related activities such as planning facility movements, installations, and structural work. Estimate time and materials required to complete assignments; dismantle units to facilitate movement; select construction materials; set up and use all types of welding equipment to perform operations including bending, brazing, cutting, hard facing, flame heat treating and welding of ferrous and nonferrous materials.
- Assemble, construct, fabricate, install, lay out, maintain, modify, renovate and/or repair a variety of interior and exterior structures including those of special composition and wood; stock bins; tool bins; bulletin boards; display cases; interior and exterior details doors; fixtures; concrete work forms; furniture; jigs; partitions and staircases.
- Perform related rough and finish carpentry activities such as planning structural work, including wood and metal framing; estimating time and materials required to complete assignments; and selecting; and matching, wood and other construction materials.
- Set up, operate and/or use all types of hand, portable power tools, and other equipment including bridge cranes, mobile electric cranes, hoists, hydraulic lifts, industrial -trucks and –winches, and stationary metal working equipment.
- Perform routine locksmith duties.
- Lay out, design and prepare, on any surface, all types of signs, bulletins, display cards, posters, plaques and similar items involving creative effort and originality; a wide variety of presentation methods such as freehand drawing and sketches, transfers, silk screens, stencils and/or lettered material; and effective contrasting by means of artistic brushes, and spray cans and guns in the application of materials.

- Assemble, construct, erect, fabricate, install, lay out, maintain, modify, overhaul, renovate and/or repair a variety of facilities including plant structures such as shelters, staircases, and walls including those of brick, special composition, concrete, steel, stone, tile and wood. Workload may include laying out of mounting locations and foundations; bending, cutting, typing in of steel reinforcements; cutting, fitting and fastening screen cloth, and glass items such as plate glass and window panes, cutting openings in ceilings, floors and walls; installing hardware; applying and/or installing, maintaining and repairing surfaces including those of asphalt, brick, concrete, plaster, stone and tile; preparing surfaces for coatings and/or coverings; mixing, matching and applying wood-graining; applying all types of wall coverings; erecting and dismantling, auxiliary facilities such as ladders, platforms, rigging, and scaffolding required to work at high levels; and maintain, modify and repair equipment such as bicycles, cargotainers, die carts, dollies, pallets and skids.
- Repair and maintain basic refrigeration systems, fans, blowers, air handlers, RTUs, cooling towers, control towers and control systems.
- Work requires the understanding of basic electricity, electronics, measuring devices and electrical safety.
- Performs work of a seasonal nature as assigned, per established practice.
- Maintain work area organization/orderliness and cleanliness.
- Build, repair and maintain production carts in area of responsibility
- Perform other related duties as assigned.

Prerequisite for Entry in Trade

- Completion of accredited training course or equivalent knowledge and skills acquired by means of related practical experience.
- Demonstrated ability of basic skills associated with this trade, including basic computing skills and use of PLC/PC equipment to carry out work functions.

STURBRIDGE LOCAL APPENDIX

Section 1

OCCUPATIONAL JOB DESCRIPTION JOURNEYMAN TRADES PLAN

MANUFACTURING SYSTEMS TECHNICIAN - Mechanical

Trades Group 2

Description

Perform maintenance, repair, overhaul, prove-in, calibrate, modification service and performance operations checks on all types of electrical and mechanical systems/equipment employed in the design, development, and manufacture of optical fiber, including repair and replacement of component parts. Perform troubleshooting and repairing of mechanical, pneumatic, hydraulic, vacuum, compressed air, cooling systems. Perform work on, but not limited to gas and chemical delivery systems, graphite resistance furnace, fusion systems, torches, abatement (pollution control) systems, belt, chain, gear drive systems, etc. Perform rigging of production and industrial equipment and installation of systems. Carry out duties relating to preventive maintenance, repairs, equipment validations, etc by using manuals, schematics, drawings, written/verbal instructions, procedures and practices, a variety of machinery, hand tools, electronic and mechanical test equipment as necessary. Set up and operate welding equipment. Requires related computer skills. Communicate repairs and work in the form of logbooks, records, and computerized data base systems.

Responsibility Requirements

- Independently plan and/or carry out planned work assignments and perform duties with minimal direct supervision.
- Independently plan work assignments, train and coordinate activities of plant Trades Helpers, Junior Tradesmen and Tradesmen, or other employees assigned to assist in the performance of projects and complex repairs or other associated and related work.
- Assist in tracking, control and use of spare parts inventory
- Expand knowledge of general maintenance and preventive maintenance tasks to all areas of manufacturing
- Develop basic process knowledge in all manufacturing areas with some advanced knowledge in routinely assigned areas.
- Participate in periodic (daily) production staff meetings or other meetings such as Area-specific or plant-wide Shutdown meetings to provide input relative to chemical equipment or systems maintenance needs and concerns.
- Provide after-hour on-call coverage on a rotating basis, as deemed necessary by the company or assigned supervisor.
- May be required to perform basic electrical functions such as running wires, replacing fuses, changing electric motors/brushes, and similar tasks requiring minimal or no specific electrical trade knowledge.
- Maintain work area organization/orderliness and cleanliness
- Build, repair and maintain production carts in area of responsibility
- Perform other related duties as assigned.

Prerequisite for Entry in Trade

- Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of related practical experience.
- Demonstrated ability of basic skills associated with this trade, including basic computing skills.

STURBRIDGE LOCAL APPENDIX

Section 1

OCCUPATIONAL JOB DESCRIPTION JOURNEYMAN TRADES PLAN

SYSTEMS EQUIPMENT TECHNICIAN - SET

Trades Group 2

Description

Perform maintenance, repair, overhaul, prove-in, calibrate, modification service and performance operations checks on all types of electrical and mechanical systems/equipment employed in the design, development and manufacture of optical fiber, including repair and replacement of component parts. Perform work on, but not limited to transformers; mass flow controllers; power supplies; control components, circuitry and other control equipment; and AC and DC motors, etc. Carry out duties relating to preventive maintenance, repairs, equipment validations, and calibrations, etc. by using manuals, schematics, drawings, written/verbal instructions, procedures and practices, a variety of machinery, hand tools, electronic and mechanical test equipment as necessary. Requires related computer skills. Communicate repairs and work in the form of logbooks, records, and computerized data base systems.

Responsibility Requirements

- Independently plan and/or carry out planned work assignments and perform duties with minimal direct supervision.
- Work closely with functional personnel within and outside of organization to develop and implement equipment modifications, repairs, optimizations, commissioning of any production, development, or design equipment/systems.
- Assist in tracking, control and use of spare parts inventory
- Expand knowledge of general maintenance and preventive maintenance tasks to all areas of manufacturing
- Develop basic process knowledge in all manufacturing areas with some advanced knowledge in routinely assigned areas.
- Participate in periodic (daily) production staff meetings or other meetings such as Area-specific or plant-wide Shutdown meetings to provide input relative to chemical equipment or systems maintenance needs and concerns.
- Design, document and fabricate fundamental electrical/electronic test equipment to aid in equipment troubleshooting and repair.
- Provide after-hour on-call coverage on a rotating basis, as deemed necessary by the company or assigned supervisor.
- May be required to perform basic mechanical functions such as replacing filters, mechanical adjustments, replacing components, or other similar tasks requiring minimal or no specialized mechanical trades knowledge.
- Maintain work area organization/orderliness and cleanliness.
- Perform other related duties as assigned.

Prerequisite for Entry in Trade

- Completion of an accredited trades training course or equivalent knowledge and skill acquired by means of related practical experience.
- Demonstrated ability of basic skills associated with this trade, including basic computing skills.

JOURNEYMAN TRADES APPRENTICESHIP PROGRAM

A Trades Apprenticeship Program will be established for each Journeyman Trades Occupation.

The contents and requirements will be determined and agreed to by the Skilled Trades and Training Committees.

All participants in the Journeyman Trades Apprenticeship program will be paid at a rate of the next highest pay step of Trades Group I Pay Schedule (applicable to former PLII, PLIII, and possible Trades I).

Note: Trades Group II as applicable will maintain their current rate of Trades II pay.

No participant in the Trades Apprenticeship program will be allowed to work overtime.

All participants in the Trades Apprenticeship program will be moved to the equivalent Trades Group 2 Occupation upon successful completion of the Apprenticeship program.

No Apprentice shall be allowed to work without a Journey Trades Associate.

Section 1

JOB ADMINISTRATION GUIDE - PRODUCTION LEVEL PLAN

	Level	
	II	III
Assemble (any product)	X	
Assign work to others (Level II)		X
Assign work to others (all Levels)		X
Bench operations	X	
Computer term. Operations -does not affect Level		
Crane operations	X	
Degrease	X	
Dispatch	X	
Dock operations (load, unload, stage)	X	
Inspect (final L/G cable)	X	
Inspect (materials, in-process, final copper cable)	X	
Instruct others (Levels II & III)		X
Inventory	X	
Machine operations, set up, operate, adjust change tools, such as the following:	X	
Automatic assembly and processing		
Baling	X	
Chopping	X	
Cleaning - preforms and tubes	X	
Color coding	X	
Compound mixing	X	
Die processing	X	
Etching	X	
Fiber drawing	X	
Grinding	X	
Grit blasting	X	
Insulating	X	
Lathe (chemical deposition)	X	

JOB ADMINISTRATION GUIDE – PRODUCTION LEVEL PLAN (CONTINUED)

	Level	
	II	III
Mass scrapping	X	
Material distributing	X	
Material and chemical recovering	X	
Molding	X	
Rewinding	X	
Ribboning	X	
Scrap upgrading	X	
Sheathing		X
Slitting	X	
Splicing	X	
Stranding and cabling		X
Twisting	X	
Wire drawing	X	
Material handling operations	X	
Paint reels	X	
Process quality checks	X	
Receive	X	
Reel Yard operations	X	
Repair (reels, wire)	X	
Repair (cables, cores, units - including Fault Locate)	X	
Scrap (process and classify)	X	
Ship	X	
Skinning operations	X	
Sort	X	
Splice	X	
Stockkeeping operations	X	
Stock selecting operations	X	
Toolkeeping operations	X	
Trucking operations (all types)	X	
Weld reels	X	

SECTION 1
JOURNEYMAN CARD - JOURNEYMAN TRADES PLAN
SAMPLE JOURNEYMAN CARD

JOURNEYMAN CARD

This certifies that _____ (name) _____ has qualified as a
Journeyman at the _____ (Location) _____ of
OFS _____ (Business Unit) _____ Date: ____ / ____ / ____
Union _____ OFS _____

STURBRIDGE LOCAL APPENDIX

Section 2

MOVEMENT OF PERSONNEL PRODUCTION OCCUPATIONS

1. General

- (a) MOVEMENT OF PERSONNEL will be plant wide within the PRODUCTION OCCUPATIONS of Production Specialists and Senior Production Specialists (Level II and Level III).
- (b) All adjustments to the work force in accordance with these provisions will be initiated and made by the COMPANY.
- (c) TERM OF EMPLOYMENT, for both upgrades and downgrades, will be given the most weight in the selection of an employee to fill a vacancy when two (2) or more employees under consideration possess substantially the same qualifications needed for such vacancy.
- (d) Qualifications shall be determined by an employee's ability to perform the essential functions of the job such as, employees experience, demonstrated productive efficiency, transferable skills, ability and certification (where applicable) as according to conditions and procedures in accordance with this Agreement.
- (e) Certification will mean, for a Level III vacancy, the employee has successfully completed the required training modules and/or functional assignments of the Level III PRODUCTION OCCUPATION in order to qualify for consideration for the Level III vacancy. Such certification will be determined by the Joint Training Committee.
- (f) Same level and shift movement within a Job Family will be considered a job reassignment; senior qualified volunteer will be given first consideration. Involuntary and voluntary Lateral moves, permanent moves out of a Job Family, will be made due to the needs of the business, and consideration will first be given to senior qualified employee, if no volunteers are available the Lateral Move shall be filled by Junior placement. Lateral selection will be made by the submitting of proper Lateral Request form no later than ten (10) days from the date the opening is announced. Temporary loans, short-term moves from one Job Family to another Job Family, shall be made from senior qualified volunteer, if no volunteers are available then by Junior forced placement, however, loans shall not exceed three (3) months.
- (g) In those situations where an employee(s) at Level III is not performing proficiently, the COMPANY will provide training and/or counseling to help him/her improve his/her skills, contents of which will be agreed to by the Joint Training Committee. If, after a reasonable period of time, the employee is still unable to perform the full tour of duty proficiently, the employee will be given a retreat process which will take him/her to a PRODUCTION OCCUPATION in which he/she has previously satisfactorily performed. The UNION will be notified, in advance, the reasons for the employee being classified as "not performing proficiently", with the right of the UNION to grieve and arbitrate such actions by the COMPANY in accordance with this Agreement.
- (h) If the LOCAL UNION objects to any move made in accordance with the provisions of this Article 9(a), the matter may, if presented within ten (10) standard working days after the effective date of such move, or within ten (10) standard working days after notification to the LOCAL UNION of such move, whichever is later, be processed in accordance with ARTICLE 6, GRIEVANCE PROCEDURE, and ARTICLE 7, ARBITRATION, provided that in any such case the authority of the arbitrator will be limited to the conditions and procedures of this Agreement.
- (i) Employees who upgrade to Level III must remain on the job twelve (12) months before downgrading.

- (j) Employees who downgrade must remain on the job twelve (12) months before upgrading. If an employee is involuntarily downgraded, the twelve (12) month requirement will be waived.
- (k) Employees must be on the job six (6) months before lateralling.
- (l) Certification requirements for OCCUPATION JOB CLASSIFICATIONS shall be determined and implemented by the Joint Training Committee and the COMPANY shall offer Certification to an initial pool of ten (10) PLII's, selected by term of employment, for advancement opportunities into the PLIII Job Corridor. Any PLII can opt, at their discretion, not to become Certified for advancement purposes. The Certification pool will be reviewed and adjusted as needed by the Joint Labor/Management Committee.
- (m) For Production Occupation advancement and Temporary Upgrades first consideration will be given to Senior qualified/certified employee within the Job Family.

2. Filling Job Vacancies

- (a) When a vacancy occurs in the Level III PRODUCTION OCCUPATION, certified employees will be considered in successive steps in the following order until the vacancy is filled:
 - 1. Obligatory reinstatements from Leaves of Absence.
 - 2. Employees who are surplus. Employees will be considered for return to the same production occupation on which they were surplus due to lack of work and which they performed satisfactorily within two (2) years of the date when the vacancy occurs.
 - 3. Employees who have an Annual Shift Selection sheet on file.
 - 4. Any vacancy not filled in accordance with 2(a)(1) or 2(a)(2) above will be posted on COMPANY bulletin boards for ten (10) standard working days.
 - (A) Each such posting will include the following information:
 - (i) Job title
 - (ii) shift
 - (iii) description of duties
 - (iv) location
 - (v) department title
 - (vi) supervisor
 - (vii) number of vacancies
 - (viii) physical demands
 - (ix) certification required
 - (x) job hazards
 - (xi) closing date
 - (B) Employees who bid for a posted vacancy will be considered by submitting the prescribed form in accordance with established routines.
 - (C) Certified Level II and Qualified Level III employees will be considered in order of TERM OF EMPLOYMENT. If the job is not filled, then Paragraph 2(c) would apply.
- (b) When a vacancy occurs in the Level II PRODUCTION OCCUPATION, qualified employees will be considered in successive steps in the following order until the vacancy is filled.
 - (1) Obligatory reinstatements from Leaves of Absence.
 - (2) Employees who are surplus. Employees will be considered for return to the same production occupation on which they were surplus due to lack of work and which they performed satisfactorily within two (2) years of the date when the vacancy occurs.
 - (3) Employees who have an Annual Shift Selection Sheet on file.
 - (4) Employees requesting a downgrade.

- (5) Any vacancy not filled in accordance with 2(b)(1) to 2(b)(3) above will be posted on Company bulletin boards for ten (10) standard working days.
- (A) Each such posting will include the following information:
- (i) Job title
 - (ii) shift
 - (iii) description of duties
 - (iv) location
 - (v) department title
 - (vi) supervisor
 - (vii) number of vacancies
 - (viii) physical demands
 - (ix) certification required
 - (x) job hazards
 - (xi) closing date
- (B) Employees who bid for a posted vacancy will be considered by submitting the prescribed form in accordance with the established routines.
- (C) Employees will be considered in order of TERM OF EMPLOYMENT. If the job is not filled, then Paragraph 2 (c) would apply.

(c) The LOCAL UNION recognizes the right of the COMPANY to hire additional people of its own choice and according to the needs of the business, subject to the provisions of Movement of Personnel. However, former employees, from specified PRODUCTION OCCUPATIONS Job Classifications, available for work and who have been LAID OFF within the bargaining unit in the preceding twenty-four (24) calendar months, will be given first consideration for re-employment before new employees are hired, provided they have not previously refused an opportunity for re-employment at the facility from which LAID OFF, accept as otherwise stated in this Agreement.

3. Effect of Lack of Work

- (a) When lack of work necessitates decreasing the facility workforce, the employees to be LAID OFF will be selected in the inverse order of TERM OF EMPLOYMENT from the Level II PRODUCTION OCCUPATION.
- (b) The COMPANY may exempt from selection for Layoff a limited number of employees for a limited amount of time when such exemptions are necessary to avoid unreasonable Departmental depletions. The Local Union will be notified, in advance, of all employees being exempt and the length of time the exemption is for, exemption will be complete once adequate numbers of employees have been trained and qualified for the job function to which the extension was initiated, extension shall not exceed a reasonable training period.
- (c) When lack of work necessitates the selection of employees as surplus, the surplus will be declared by the Job Family affected. The affected employees to be surplus will be selected in the inverse order of the TERM OF EMPLOYMENT from the PRODUCTION OCCUPATION, and Job Family. The COMPANY will then reassign remaining employees in the same PRODUCTION OCCUPATION, and Job Family. An employee affected by surplus or an employee who becomes displaced by surplus will be considered for placement in the following successive steps:
- (1) Surplus Level III will first displace the employee with the shortest TERM OF EMPLOYMENT in a Level III PRODUCTION OCCUPATION in which certified and can be proficient in the essential functions of the work process in a reasonable time period.
 - (2) Surplus Level III not placed under 3(c)(1) will be placed in vacancies in the Level III PRODUCTION OCCUPATION in which certified and can be proficient in the essential functions of the work process in a reasonable time period.

- (3) Surplus Level III employees not placed under 3(c)(1) through 3(c)(2) will displace the employee with the shortest TERM OF EMPLOYMENT in the Level II PRODUCTION OCCUPATION, provided that the surplus employee has at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
 - (4) Surplus Level III employees not placed under 3(c)(1) through 3(c)(3) will first be placed in vacancies in the Level II PRODUCTION OCCUPATION provided that the surplus employee has at least one (1) day more TERM OF EMPLOYMENT than those employees to be LAID OFF.
- (d) If the employee is not thus placed in accordance with the provisions of this Paragraph 3, then the employee will be LAID OFF in inverse order of TERM OF EMPLOYMENT.

MOVEMENT OF PERSONNEL
JOURNEYMAN TRADES OCCUPATIONS

(1) General

- (a) All adjustments to the work force will be done in accordance with the provisions of this Agreement and made by the COMPANY.
- (b) Qualifications shall be determined by an employee's ability to properly perform the essential functions of the job such as, employee's experience, demonstrated productive efficiency, transferable skills, ability and certification (where applicable).
- (c) If the LOCAL UNION objects to any move made in accordance with the provisions of this Appendix, the matter may, if presented within ten (10) standard working days after the effective date of such move, or within ten (10) standard working days after notification to the LOCAL UNION of such move, whichever is later, be processed in accordance with ARTICLE 6, GRIEVANCE PROCEDURE, and ARTICLE 7, ARBITRATION, provided that in any such case the authority of the arbitrator will be limited to the provisions of this Agreement.
- (d) TERM OF EMPLOYMENT shall be given the most weight in the selection of an employee to fill a job vacancy when two (2) or more employees under consideration possess substantially the same qualifications needed for such vacancy.

(2) Filling Job Vacancies

- (a) When a vacancy in a JOURNEYMAN TRADES OCCUPATION occurs, JOURNEYMEN who have qualifications for the job will be considered in successive steps in the following order until the vacancy is filled:
 - (1) Obligatory reinstatements from Leaves of Absence.
 - (2) JOURNEYMEN who are surplus in accordance with Paragraph 3(c).
 - (3) JOURNEYMEN for return to the same JOURNEYMAN TRADES OCCUPATIONS on which they have performed satisfactorily within two (2) years of the date when the vacancy occurs.
 - (4) JOURNEYMEN, subject to the needs of the business who are necessary to the establishment of a new shift or the staffing of a new job shall be selected by Senior qualified bidder, if not filled by volunteer then qualified Junior force.
 - (5) JOURNEYMEN with a Shift Selection sheet on file.
- (b) Any vacancy not filled in accordance with 2(a)(1) through 2(a)(5) above will be posted on COMPANY bulletin boards for ten (10) standard working days.
 - (1) Each such posting will include the following information:
 - a. occupation
 - b. shift
 - c. description of duties
 - d. location
 - e. department title
 - f. supervisor
 - g. number of vacancies
 - h. trade group
 - i. physical demands
 - j. preferred experience
 - k. job hazards
 - l. closing date

- (2) Employees who bid for a posted JOURNEYMEN TRADES vacancy will be considered by submitting the prescribed form in accordance with established routines.
 - (3) For Group II vacancies,
 - (i) senior qualified employees in Group I and Group II and
 - (ii) senior qualified employees in PRODUCTION OCCUPATIONS.
 - (iii) qualified JOURNEYMEN applying for reinstatement from Leaves of Absence.
 - (4) For Group I vacancies, Group 1 and Production Occupation employees may bid under this provision. Employees bidding will submit the prescribed form in accordance with established routines.
- (c) The LOCAL UNION recognizes the right of the COMPANY to hire additional people of its own choice and according to the needs of the business, subject to the provisions of this Section. However, former employees, if qualified for available work who have been LAID OFF within the bargaining unit in the preceding twenty-four (24) calendar months, will be given first consideration for re-employment before new employees are hired, provided they have not previously refused an opportunity for re-employment at the facility from which LAID OFF, accepted as otherwise stated in this Agreement.

(3) Effect of Lack of Work

- (a) When lack of work necessitates decreasing the facility workforce, the employees to be surplus will be selected in the inverse order of TERM OF EMPLOYMENT from the JOURNEYMAN TRADES OCCUPATION(s) affected.
- (b) An employee affected by a surplus or an employee who becomes displaced by surplus will be considered for placement in the following successive steps:
 - (1) By displacing another employee in a JOURNEYMAN TRADES OCCUPATION who has the shortest TERM OF EMPLOYMENT, provided the surplus employee is considered by reason of previous experience to be able to perform the assignment efficiently within a reasonable training period, and further provided that the surplus employee has at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
 - (2) If the surplus employee is not placed under 3(b)(1) then by filling vacancies in the JOURNEYMAN TRADES OCCUPATIONS for which the employee is qualified through previous experience to perform efficiently within a reasonable training period.
 - (3) If the surplus employee is not placed under 3(b)(2) then by displacing another employee in a PRODUCTION OCCUPATION who has the shortest TERM OF EMPLOYMENT, provided that the surplus employee is qualified to perform the job of such other employee efficiently within a reasonable training period, and further provided that the surplus employee has at least one (1) day more TERM OF EMPLOYMENT than the employee to be displaced.
 - (4) If the surplus employee is not placed under 3(b)(3) then by filling a vacancy in a PRODUCTION OCCUPATION for which the employee is qualified through previous experience to perform efficiently within a reasonable training period.
- (c) If the employee is not thus placed in accordance with the provisions of this Paragraph 3, Effect of Lack of Work, then the employee will be LAID OFF.

**STURBRIDGE LOCAL APPENDIX
Section 3**

WAGE SCHEDULES

(a) Wage Schedules

(1) Active Employees (as of 6-01-09)

- (i) For active employees as of 6-01-09, the Wage Schedules effective June 2, 2013 shall remain in effect for the duration of the 2013 - 2016 Agreement.
 - (ii) Wages Schedules for job titles and levels in this Agreement are contained in the Wage Schedules found in the Appendices of this Agreement. Such Wage Schedules are exclusive of all differentials and other special payments.
- (2) New hires will be eligible for health care, life insurance, 401K and Cash Balance account upon ninety (90) days after date of hire.
- (3) Employees hired prior to 6/1/09 will follow the Step progressions as outlined in the schedule below.
- (4) Employees hired after 6/1/09 will follow the Conversion Wage Schedule and will be eligible for annual wage increases. Once the employee reaches the maximum progression step he/she will be converted the current wage schedule commencing at the next January general increase, March or September progression change (whichever comes first) in affect at the time.

(b) Wage Schedules

- (1) Wage Schedules for employees on the recall list and who return to work during the term of the 2006 – 2009 Agreement, and any rehires or initially hired employees after 5-31-06 but before 6/1/09 will be paid in accordance with the Wage Schedules below:

Production Level II

		Effective	Effective	Effective	Effective
		1/7/2013	1/6/2014	1/5/2015	1/4/2016
	STEP				
Min	1	13.43	13.70	13.97	14.25
	2	14.10	14.38	14.67	14.96
	3	14.80	15.10	15.40	15.71
	4	15.52	15.83	16.15	16.47
	5	16.27	16.60	16.93	17.27
	6	17.09	17.43	17.78	18.14
	7	17.93	18.29	18.65	19.03
	8	18.79	19.17	19.55	19.94
Max	9	19.72	20.11	20.52	20.93

Production Level III

		Effective	Effective	Effective	Effective
		1/7/2013	1/6/2014	1/5/2015	1/4/2016
	STEP				
Min	1	14.22	14.50	14.79	15.09
	2	14.90	15.20	15.50	15.81
	3	15.60	15.91	16.23	16.55
	4	16.36	16.69	17.02	17.36
	5	17.16	17.50	17.85	18.21
	6	17.98	18.34	18.71	19.08
	7	18.85	19.23	19.61	20.00
	8	19.75	20.15	20.55	20.96
Max	9	20.70	21.11	21.54	21.97

Trades Group I

		Effective	Effective	Effective	Effective
		1/7/2013	1/6/2014	1/5/2015	1/4/2016
	STEP				
Min	1	18.18	18.54	18.91	19.29
	2	18.93	19.31	19.69	20.09
	3	19.71	20.10	20.51	20.92
	4	20.51	20.92	21.34	21.77
	5	21.36	21.79	22.22	22.67
	6	22.23	22.67	23.13	23.59
Max	7	23.15	23.61	24.09	24.57

Trades Group II

		Effective	Effective	Effective	Effective
		1/7/2013	1/6/2014	1/5/2015	1/4/2016
	STEP				
Min	1	21.00	21.42	21.85	22.29
	2	22.06	22.50	22.95	23.41
	3	23.20	23.66	24.14	24.62
	4	24.36	24.85	25.34	25.85
	5	25.63	26.14	26.67	27.20
	6	26.92	27.46	28.01	28.57
Max	7	28.30	28.87	29.44	30.03

*

**Conversion Wage Schedules
Production Level II**

		Effective	Effective	Effective
STEP	Current	1/6/2014	1/5/2015	1/4/2016
1	12.50	12.75	13.01	13.27
2	13.12	13.38	13.65	13.92
3	13.77	14.05	14.33	14.61
4	14.44	14.73	15.02	15.32
5	15.14	15.44	15.75	16.07
6	15.90	16.22	16.54	16.87
7	16.68	17.01	17.35	17.70
8	17.49	17.84	18.20	18.56
9	18.35	18.72	19.09	19.47

Production Level III

		Effective	Effective	Effective
STEP	Current	1/6/2014	1/5/2015	1/4/2016
1	13.23	13.49	13.76	14.04
2	13.87	14.15	14.43	14.72
3	14.52	14.81	15.11	15.41
4	15.23	15.53	15.85	16.16
5	15.97	16.29	16.62	16.95
6	16.73	17.06	17.41	17.75
7	17.54	17.89	18.25	18.61
8	18.38	18.75	19.12	19.51
9	19.27	19.66	20.05	20.45

Trades Group I

		Effective	Effective	Effective
STEP	Current	1/6/2014	1/5/2015	1/4/2016
1	16.92	17.26	17.60	17.96
2	17.62	17.97	18.33	18.70
3	18.34	18.71	19.08	19.46
4	19.09	19.47	19.86	20.26
5	19.88	20.28	20.68	21.10
6	20.69	21.10	21.53	21.96
7	21.55	21.98	22.42	22.87

Trades Group II

		Effective	Effective	Effective
STEP	Current	1/6/2014	1/5/2015	1/4/2016
1	19.54	19.93	20.33	20.74
2	20.53	20.94	21.36	21.79
3	21.59	22.02	22.46	22.91
4	22.68	23.13	23.60	24.07
5	23.85	24.33	24.81	25.31
6	25.06	25.56	26.07	26.59
7	26.34	26.87	27.40	27.95

STURBRIDGE LOCAL APPENDIX
Section 4

LOCAL AGREEMENTS

Union Management Relations

When employees are reinstated from Leaves of Absence of more than 30 days, recalled from layoff, rehired, or newly hired the Company's Human Resource Representative will inform them verbally that the signing of an authorization card for payroll deduction of dues does not constitute Union membership. The Human Resource Representative will inform such employee that they will receive a letter mailed by the Union with a membership card enclosed.

UNION Representatives will be allowed to meet with recalled, rehired, reinstated, or newly hired employees into the Bargaining Unit for a one (1) hour orientation. Stewards will be allowed to attend such orientation, giving due consideration to needs of the business, but no less than one (1) will be allowed to attend. Such orientation will occur during employees normal Daily Scheduled Tour.

The Hobbs Conference Room will be renamed, posted as the CWA/OFS Conference Room, with the name displayed appropriately. The CWA/OFS Conference Room will be made available, by normal reservation procedure, to the Stewards for use in conducting Union business. A secured and accessible only to Local 1365 Stewards and designees, a 4-Draw file cabinet will be made available in the CWA/OFS Conference Room

Salary-Rated Employees performing work normally assigned to Hourly Employees: Salaried Employees shall perform work in areas of responsibility; however, no production or trades work, covered by this Agreement, will be done by salaried employees without the assistance of normally assigned Bargaining Unit employees.

Personnel Records

Employees may, at any time request and schedule an appointment during work hours, in a reasonable time, with Personnel to view and review their records with their supervisor and Union Representative if requested and have any disciplinary write-ups in separate areas of Attendance, Safety, Quality and Production, Rules and Standards, Policies, Procedures and Practices, removed which have expired.

Forty-eight (48) hour cooling off period

In situations which does not impact the general welfare and safety of the facility or its employees the Company will consider a forty-eight (48) hour cooling off period before enforcing a suspension in order to allow the Union time to review the circumstances.

Premium Payments

Employees who work hours other than their normal scheduled shift hours will be compensated overtime pay in accordance with Article 11 – Premium Pay.

Excused Work Days

At the beginning of each calendar year, twenty-four (24) hours of an Excused Work Day (EWD) may be taken in one (1) hour increments, all other EWD days may be taken in 2 hour increments.

Movement of Personnel

An employee who is promoted to a higher level and, for some reason wishes to return to his/her former lower level position, may do so if the lower level tour has not been filled.

Promotion from Level II to Level III will be awarded to the senior qualified bidder followed by senior qualified with the option to refuse without it being held against them.

Temporary Promotion - In the filling of temporary promotions, first consideration will be given to the senior certified employee followed by the senior qualified, with the option to refuse without it being held against them. For purposes of temporary promotions to PLIII positions, each department will identify the certified/qualified candidate. These candidates will remain on record as prime back-up PLIII. If a more senior certified/qualified candidate changes his/her mind and chooses to replace the back-up PLIII they need only to notify management and they will become the prime.

If a job is on a Temporary Promotion basis for more than sixty (60) days, the vacant job shall be considered a permanent vacancy. A job requisition shall be submitted to the Staffing Organization and normal placement routines will follow. This will not apply to a temporary promotion when filling in for long-term disability or illness.

The Company agrees to provide written notification of all temporary upgrades to the Local Union and the interested Local Union Representative no less than on a monthly basis.

Notification to the Union of temporary reassigned employees is as follows:

Less than thirty (30) days = written
Thirty (30) days or more = written

All reassignment selections shall be made from senior qualified employee in the Job Family, if senior qualified employee turns down the reassignment opportunity the next senior employee will be canvassed to the point of junior forced.

Any extensions to the sixty (60) work day reassignment limited will require written agreement between the Local Union and the Company.

An employee who has accepted a lateral transfer must be classified in their present department for six (6) months before again becoming eligible for lateral consideration.

Any involuntary move out of a department, level subsequent to a lateral transfer will negate the six (6) month time constraint on eligibility for lateral movement.

Job Posting - Selectee for an opening must be posted within thirty (30) days from the date of the original posting otherwise the opening is to be reposted.

When a job posting is cancelled, the Company will post a notice of cancellation within ten (10) standard working days, with reason(s) for cancellation clearly stated on posting.

All voluntary and involuntary Movement of Personnel will be posted on the Company's post and bid boards within five (5) standard workdays of the effective date of the move.

When a downsizing is to occur higher graded surplus and/or bumping will occur before the layoff. Under no circumstances is this to prohibit the company from surplus and/or downgrade at times other than in layoff conditions.

Job Families

Movement of Personnel will be based on plant-wide seniority unless the employee is disqualified because of demonstrated productive efficiency, ability or conduct. However, the Company and Union agree that for the purposes of filling Level III openings, the following will be considered as Job Families, requiring certification and 12 months experience in as a Production Level II position prior to being eligible to promote to a Level III Senior Production position. Equal consideration will be given to those employees who have moved out of the Job Family within a 12 month period and had 12 months prior experience as a Level II in that Job Family before leaving.

The following will constitute Job Families:

- Draw
- MCVD
- Quality Control

Doctor's Certificate

Doctor's certification will not be required for sick absences of less than three (3) days if such absences are not paid.

Employee must be notified in advance of the need for a doctor's certificate.

Occupational Job Classifications

The Company agrees to meet with the Union's Designated Representative on an as-needed basis to discuss mutual concerns that have an impact on the production occupation employees.

Prior to the Company notifying the Local Union of implementation of new technology, changes or new jobs to be introduced into the workplace, the Company and the Union's Designated Representative will meet to discuss the job classification and level.

Disciplinary Documentation

The Company agrees to place a twenty-four (24) month expiration date on all Verbal Warnings and Company Notices, except for disciplinary actions issued under the Absentee Control Plan, which will have an expiration date of twelve (12) months. The Company further agrees not to reference the actions that have reached the expiration provided that there has been no subsequent disciplinary action.

Licenses

The Company agrees to pay for all professional licenses required as a condition of employment.

Mileage

Occupational employees required to use their personal vehicles for Company business, will be reimbursed for mileage at the IRS Standard Rate.

The rate change will become effective on the following dates or as soon thereafter as the IRS standard is available:

January 1, 2006, January 1, 2007 and January 1, 2008

Clothing Allowance

The Company will provide a clothing allowance for designated workers according to the following schedule:

Safety shoes - \$200.00 per year or replace when damaged.

Pants - \$175.00 every six (6) months.

Uniform shirts – Five (5) shirts provided by Company once a year or as needed.

Company will reimburse all Production Department Operators up to \$100.00 annually for clothing damaged due to performing job duties .

Clean Room Shoes – Two (2) pair no more than \$175 per calendar year for employees whose normal schedule tour of duty requires them to operate in a clean room. The Company will cover co-pay out of pocket costs for medically prescribed orthotics.

Established practices concerning seasonal clothing will be continued. Such seasonal clothing will be provided in a timely manner. The Company will provide appropriate disposable outer gear for personnel not normally assigned outdoor work.

Punch In /Out Policy

Employees who leave company premises for any reason, other than authorized company business, will be expected to punch out when they leave and punch back in when they return. If employees do not leave company premises, they will not be required to punch out for lunch.

Joint Labor Management Safety Committee

The Company and Union will continue a Joint Labor Management Safety Committee to develop and promote continuous improvements and employee involvement in safety and health processes. The Committee will consist of an equal number of Union and Management Representatives not to exceed six (6) each. Appropriate Company personnel will be in attendance. Each party will select their respective members, including a Union and Company Co-chair. The Committee will meet on a monthly basis.

Access To Banked Hours

The COMPANY will develop a means for employees to access current and updated balances for HOURLY TIME BANK hours. The system developed will be reviewed with the UNION for mutual agreement prior to implementation.

Joint Training Committee

Both the UNION and the COMPANY are committed to supporting the ongoing need for worker training and education. In order to ensure the successful implementation of training programs for Represented Employees the UNION and the COMPANY agree to the following:

Joint Oversight

Equal numbers of two (2) each of Union and Company Representatives will participate in the Joint Training Committee with the Union and the Company selecting their own representatives and alternates. The goal

of the representatives will be to oversee training/education, training design, implementation and evaluation of all training and education programs for Bargaining Unit Members. All decisions by the Committee shall be by a majority vote of the Committee. The Committee will meet on an as needed basis. All meetings will be held during standard work hours of the majority of the committee members.

The Joint Training Committee will determine, based on availability, what courses and programs will be offered to Bargaining Unit Members.

The Joint Training Committee will determine eligibility for enrollment in courses and/or classes for Bargaining Unit Members when the course and/or class is not mandatory. Mandatory courses and/or classes will be determined by legal requirements, job classification certification requirements or other areas the Joint Training Committee determines makes a course and/or class mandatory.

The Joint Training Committee will determine which employees are eligible to participate in any program, course and/or class, giving due consideration to Term of Employment.

If the courses and/or classes are not offered during normal work hours the Joint Training Committee will make a proposal for compensation in alignment with the contract.

The outcome of any training, if successful, will be a part of the individual employee file of the Bargaining Unit Member and may be used as a building block for future promotion or upgrade. Such training files will be accessible only to such persons on a strict need to know basis, need to know will be determined by the Joint Training Committee, and such training documents shall only be used to determine qualification level for promotion or upgrade. Successful completion will be demonstrated via method agreed upon by the Joint Training Committee, e.g.: licensing exam, class attendance, competency sign-off, etc.

Neither the Union or the Company Committee Members will unreasonably prevent any classes or course that are determined to be required for continued employment or job related requirement.

The Joint Training Committee must agree on training/educational vendor(s) contracted to provide education or training to Bargaining Unit Members. The Joint Training Committee will participate in all curriculum development.

No training, class or course programs approved and implemented by the Joint Training Committee can lead to the reduction or elimination of Bargaining Unit jobs as a direct result of any training implemented.

Joint Union/Company Committees

All decisions and actions by any Joint Union/Company Committees will be implemented and done by a majority vote of all Committee Members. If a majority cannot be attained the matter may be processed through the Grievance and Arbitration procedure. Neither the Union nor the Company will unreasonably prevent any actions from implementation or consideration.

Local Labor/Management Committee

A Local Labor/Management Committee will be established to meet on a monthly basis to discuss areas and concerns of mutual interest. The Local Union participation in such meetings will be attended by the Local Union President or designee, Stewards and such Committee Members as determined necessary for a particular meeting and agreed to by both parties in advance of the meeting. Company attendees will be all necessary managers determined by the Company.

All Joint Labor/Management meetings will be held during standard work hours of the majority of Committee Members.

The Company will meet periodically with the Union to discuss matters of mutual interest or concern. Procedural issues such as training or training scheduling will be proper subjects of the Production or Trades Liaison Committees giving due consideration to the term of employment and job assignment.

Annual Shift Selection

At the beginning of November each year, employees will complete an Annual Shift Selection form identifying their order of preference for all established shifts in their Job Family. (Exception: By occupation in Journeyman Trades)

Shift placement will be based on TERM OF EMPLOYMENT among those employees in the same Production Level (PLII or PLIII) and Job Family. (Exception: By occupation in Journeyman Trades). Employees will be advised of their selection status no later than December 15.

The date of implementation for the Annual Shift Selection will be the first workday of the second fiscal week in January.

Returning employees, recalled employees, rehired employees and new hires will fill out and implement a Shift Selection sheet upon their hire or return.

Employees who are involuntarily moved from their present Job Family to a new Job Family may immediately exercise their Shift Selection within their new Job Family.

Return to the Unit

An employee who leaves the Bargaining Unit will be afforded the opportunity to return to the Bargaining Unit, when a vacancy exists and after all other Movement of Personnel conditions has been exhausted, provided the employee returns within one (1) year of the effective date of leaving the Unit.

For employees who leave the bargaining unit and later return to the bargaining unit within one (1) year, the Company will return the employee to the same level from which they left, provided no other Bargaining Unit Employee is displaced to accommodate the Return to Unit.

Any employee returning to the Bargaining Unit under this Agreement will have their service adjusted for Movement of Personnel and Shift Selection purposes to reflect the date of their effective return to the Unit. All other service date adjustments will be in accordance with this Agreement.

Joint Overtime Committee

It is agreed to continue a Joint Overtime Oversight Committee made up of two (2) Union Representatives and two (2) Company Representatives for the resolution of overtime problems prior to the utilization of the grievance procedure.

The Joint Committee will agree to the guidelines established by the Committee. The Joint Committee will also be responsible for making changes (when needed) to the guidelines.

The members of the Joint Overtime Oversight Committee shall be selected and appointed by the represented parties; the UNION shall select and appoint UNION represented members and the COMPANY shall select and appoint COMPANY represented members.

Actions implemented by the Joint Overtime Oversight Committee shall be done so by a majority vote of the Committee, with one member having one vote.

Any issue the Committee does not come to agreement on, by majority approval; the UNION will have the option of processing the issue through the normal Grievance and Arbitration procedure

STURBRIDGE LOCAL APPENDIX

Section 5

CONTINUOUS OPERATIONS TOURS (CON-OPS 12)

This will confirm our understanding that notwithstanding the specified provisions of the General Agreement. The following agreements shall apply to the Production and Journeymen Trades employee population of the work schedules known as CON-OPS 12, at the Sturbridge facility.

1. The Scheduled Weekly Tour will consist of three (3) 12 hour tours and one (1) 6 hour tour per week. The CON-OPS 12 hour tours lunch period will be 30 minutes (paid) and may be varied where it is not practicable to interrupt the process at a regular interval. This paid lunch period applies only to the CON-OPS 12 hour tours at the Sturbridge Facility and does not apply to any other schedule or area at this location. Three (3) ten (10) minute Rest Periods will be scheduled for the 12 hour tours. One (1) fifteen minute Rest Period will be scheduled for the 6 hour tour.
2. Vacations, Excused Work Days and Designated Holidays will be converted to hours and placed in an HOURLY TIME BANK to be utilized as required by the CON-OPS 12 WORK SCHEDULE agreement.
3. Holidays will be observed as specified in ARTICLE 13 – HOLIDAYS.
4. The parameters for CON-OPS twelve hour (12) Continuous Operations Tour Work Schedules shall be in accordance with the provisions of Attachment B to this agreement. Any hours worked outside employees' scheduled daily tour will be subject to Premium Payments per this Agreement. Any dispute with respect to this matter shall be subject to review by both parties to the Letter of Understanding (or their duly authorized representatives). Failure to resolve a dispute with respects to this matter shall then be subject to Article 6 and 7 under the General Agreement.

CONTINUOUS OPERATIONS TOURS (CON-OPS 12)

ATTACHMENT A

DEFINITIONS

The following uniform provisions shall apply for CON-OPS Schedules at the Sturbridge facility.

CON-OPS 12 SCHEDULED DAILY TOUR

A tour of duty of twelve (12)/six (6) scheduled hours.

CON-OPS 12 SCHEDULED WEEKLY TOUR

See Attachment B.

CON-OPS 12 Employee

An hourly rated employee whose SCHEDULED WEEKLY TOUR involves working a CON-OPS 12 Tour.

DAY IN LIEU OF SUNDAY

For Con-Ops employees whose standard shift includes hours worked on a Sunday, the second (2nd) NONSCHEDULED DAY in the WORKWEEK.

DAY IN LIEU OF SATURDAY

For Con-Ops employees whose standard shift includes hours worked on a Saturday, the first (1st) NONSCHEDULED DAY in the WORKWEEK.

NONSCHEDULED WORK DAYS

The 1st, 2nd and 3rd days in the WORKWEEK which the employee is not scheduled to work.

RESIDUAL TIME

Residual Time is time remaining in the Hourly Time Bank after an employee has taken either a Holiday, Vacation Day, or an Excused Work Day. Any Excused Work Days carried over to the following year will be recorded and scheduled as Excused Work Days in accordance with Article 14 – Excused Work Days.

HOURLY TIME BANKS

An HOURLY TIME BANK shall be established for each employee assigned to a CON-OPS 12 Tour. The bank shall consist of the total hours of eligibility for Holidays, Vacations, and Excused Work Days (8 hours X employees annual eligibility in days = annual hours of eligibility).

If an employee is assigned to a CON-OPS 12 Tour during the year, the Hourly Time Bank amount is determined by the net number of days of remaining eligibility for Holidays, Vacations and Excused Work Days.

Hours paid for the purposes of Holidays, Vacations and Excused Work Days shall be deducted from the hours in an employee's Hourly Time Bank.

Each employee's HOURLY TIME BANK will include a separate account for Sick Days. Each employee will be eligible for eighty (80) hours of pay (8 hours X employee's annual eligibility of 10 days) for personal absence each calendar year. For absences due to personal sickness on his/her CON-OPS 12-Hour Tour, the employee will be paid no more than twelve (12) hours pay per absence day. For absences due to personal sickness on his/her CON-OPS 6-Hour Tour, the employee will be paid no more than six (6) hours pay. Such pay will include any applicable SHIFT DIFFERENTIAL BONUS.

VACATIONS

Vacation pay is based on the length of an employee's Scheduled Daily Tour.

Vacation time may be scheduled in two (2) hour increments.

EXCUSED WORK DAYS

Excused Work Days (EWD) time up to twenty-four (24) hours may be scheduled one (1) hour increments.

HOLIDAYS

A CON-OPS 12 HOUR TOUR EMPLOYEE who does not work on an authorized holiday will receive eight (8) hours Holiday allowance at the ADJUSTED RATE. The maximum amount of holiday allowance pay shall not exceed eighty (80) hours in a calendar year. In the event that the employee has insufficient RESIDUAL TIME, the Holiday (or portion thereof) shall be unpaid. The holiday period shall be the period between 7 a.m. on the day observed as the holiday to 7 a.m. on the day following the day observed as the holiday as identified in this Agreement.

When the COMPANY designates an employee's NONSCHEDULED DAY on which the holiday falls as the day to be observed as the holiday and an employee is not scheduled to work on such day, such employee shall receive a holiday allowance according to the Scheduled Daily Tour of the day in which the Holiday falls at his or her ADJUSTED RATE plus applicable SHIFT DIFFERENTIAL BONUS for time not worked during the employee's SCHEDULED DAILY TOUR, provided the employee receives pay for all or part of either such SCHEDULED DAILY TOURS preceding or following such NONSCHEDULED.

USE OF RESIDUAL TIME

1. At the option of the employee, and subject to the needs of the business, up to forty (40) hours of RESIDUAL TIME may be carried over into the following year, provided that such carry-over is scheduled and taken on or before June 30.
2. The amount of RESIDUAL TIME remaining in December which is not to be carried over into the following year must be eliminated in increments of no less than two (2) from an employee's Hourly Time Bank.

REST PERIODS

For CON-OPS 12 TOUR EMPLOYEES - three ten (10) minute rest period plus 5 minutes of cleanup/gowning time.

For CON-OP 6 hour tour – One 15 minute rest period plus 5 minutes of cleanup/gowning time.

SHIFT DIFFERENTIAL BONUSES

Differential bonuses will be paid to each CON-OPS 12 employee according to the following schedule:

- B shift employees as defined in Attachment B will be paid 12% in lieu of 7-day coverage and night shift bonuses.
- C shift employees as defined in Attachment B will be paid 16% in lieu of 7-day coverage bonus.
- D shift employees as defined in Attachment B will be paid 20% in lieu of 7-day coverage and night shift bonuses.

When the Company assigns an employee to work a shift other than that to which he is normally assigned, the shift differential bonus of the shift to which assigned will be paid, and with no duplication.

OVERTIME

Notwithstanding the provisions of Article 12, Premium Payments, of the General Agreement, overtime payments for CON-OPS 12 TOUR EMPLOYEES, are as follows:

TIME AND ONE-HALF will be paid for authorized time worked:

- (a) In excess of the CON-OPS SCHEDULED DAILY TOUR in twenty-four (24) consecutive hours and without duplication;
- (b) On a CON-OPS 12 TOUR EMPLOYEE's NONSCHEDULED DAY;
- (c) In excess of forty hours authorized time worked in the SCHEDULED WEEKLY TOUR.
- (d) On hours other than SCHEDULED DAILY or WEEKLY TOUR.

DOUBLE TIME

Shall apply for overtime hours paid at time and one half in excess of eight (8) in the workweek including any payments for call ins.

DOUBLE TIME AND ONE-HALF

Will apply to authorized time worked on the day on which a holiday recognized for the CON-OPS 12 HOUR TOUR EMPLOYEES is observed. Bank hours will be reduced by the number of hours the employee would have received in Holiday allowance had the employee not worked the holiday.

OTHER PAID TIME OFF

Pay for absence due to Death in Family, Jury Duty or Military Duty will follow the applicable provisions of the General Agreement, based on the employee's CON-OPS 12 HOUR TOUR SCHEDULED DAILY TOUR, and payable at the daily rate of pay for the Scheduled Daily Tour of the absence.

TEMPORARY UPGRADES

For PRODUCTION OCCUPATION Level II employees who receive a temporary upgrade to Level III, they shall be paid \$12.50 per day for a CON-OPS 12 employee.

SICK DAYS

Except as otherwise provided herein, payment for sick days will be in accordance with Article 15, PAY TREATMENT FOR SICKNESS ABSENCES.

BENEFIT ABSENCE

Payments for Sickness and Accident Disability Benefit absences will be based upon a standard 42 hour Scheduled Weekly Tour for the duration of such payments.

LEAVES OF ABSENCE

Employees who are working on a CON-OPS 12 at the time a Leave of Absence is scheduled to begin will be converted to a standard 42 hour Scheduled Weekly Tour for the duration of such Leave.

TERMINATION ALLOWANCES

Computation of applicable Termination Allowance for employees who are working on a CON-OPS 12 on the date of termination shall be computed based upon a standard 42 hour Scheduled Weekly Tour.

STURBRIDGE LOCAL APPENDIX

Section 5

CONTINUOUS OPERATIONS TOURS (CON-OPS 12)

ATTACHMENT B

Work Week	Standard work week length: 42 hours (three (3) 12-hour work days and one (1) 6-hour work day)
Shift Hours	<p><u>A Shift (weekday day shift)</u></p> <p>Monday 1 p.m. – 7 p.m. Tuesday-Thursday 7 a.m. – 7 p.m.</p> <p><u>A Shift Modified (weekday day shift)</u></p> <p>Monday - Wednesday 7 a.m. – 7 p.m. Thursday 7 a.m. – 1 p.m.</p> <p><u>B Shift (weekday night shift)</u></p> <p>Tuesday 1 a.m. – 7 a.m. Tuesday 7 p.m. – 7 a.m. Wednesday-Thursday 7 p.m. – 7 a.m.</p> <p><u>B Shift Modified (weekday night shift)</u></p> <p>Monday -Wednesday 7 p.m. – 7 a.m. Thursday 7 p.m. – 1 a.m.</p> <p><u>C Shift (weekend day shift)</u></p> <p>Friday-Sunday 7 a.m. – 7 p.m. Monday 7 a.m. – 1 p.m.</p> <p><u>D Shift (weekend night shift)</u></p> <p>Friday-Sunday 7 p.m. – 7 a.m. Monday 7 p.m. – 1 a.m.</p>

NOTE: At the Company's discretion, the start and stop times for the above shifts may vary one hour.

NOTE: Modified schedules may revert back to non-modified schedules, when additional shifts are added in affected Job Families.

STURBRIDGE LOCAL APPENDIX
Section 6

May 31, 2001

Mr. Steve Early
International Representative
Communications Workers of America
100 Tower Office Park, Suite C
Woburn, MA 01801

Subject: On-Call Agreement

Dear Mr. Early:

On-Call Payment

1. Employees with necessary skills according to seniority may be required to remain in contact with the Company outside their scheduled daily or scheduled weekly tour by use of a beeper or other communications device. A listing of volunteers with the necessary skills will be established and maintained in order of necessary skills and service. Necessary skills (qualifications) will be the first determining factor for the on-call assignment and seniority applied beyond that. If there is an insufficient number of volunteers, the Company will assign this requirement to employees having the necessary skills utilizing the ask senior force junior qualified practice. Depending on operational needs, employees with the necessary skills may be assigned on-call normally for more than one (1) day, or up to and including seven (7) consecutive days. Those employees required to remain in contact with the Company during their non-scheduled hours will receive a payment of one hour at Standard rate of pay in effect at the time they carry the pager.
2. All normal contractual Call-In procedures would apply for travel time and actual hours worked relating to overtime payment and overtime charge hours.
3. Payment received for carrying a pager would not be considered overtime and not charged on any OT list.
4. When, due to failure to respond or because of illness, other absence, or an unforeseen circumstances beyond the employees control, another employee is required to substitute for the employee assigned the on-call responsibility, the substituting employee will receive the daily on-call payment instead of the originally assigned employee for each day of substitution.

On-Call Responsibilities

1. Employees on-call are expected to remain within range of the pager system and arrive at the plant within one hour after receiving the call. Response time in excess of one hour will be addressed on a case by case basis.
2. If an employee who is on-call becomes unavailable for some unforeseen reason, the on-call employee must contact security as being unable to respond and to discontinue his responsibility of being "on-call."

On-Call Contract Issues

1. Jobs that implement the on-call pager assignment will not be recognized as another shift or vacancy for any movement of personnel or shift preference and will be filled by assignment, not bidding.
2. Employees who possess the necessary skills within the work area and are on the volunteer list will be put on a rotational schedule for on-call duty (Normally not more than 7 days).
3. The Company will determine what areas will utilize the on-call assignments.
4. This Agreement will remain in effect for the duration of the current General Agreement.

AGREED:

R. L. Williams

Manager, Workforce Relations

S. Early

CWA Representative

**STURBRIDGE LOCAL APPENDIX
Section 6**

Employee Safety Agreement

Both the Company and the Union agree that safety is of the utmost importance to everyone at OFS Sturbridge. Many improvements have been made, but there is still much work to be done. Two issues – snow removal and the man down/lone worker program – have yet to be adequately addressed and still remain of great concern to both parties.

In this spirit, the Company agrees that it will work with the Union to address both of these issues within six months of contract ratification.

AGREED:

Kevin Smith	Robert Duszak
Sr. Manager - Human Resources	President – CWA Local 1365