

UNITED STATES BANKRUPTCY COURT <u>Eastern</u> DISTRICT OF <u>Michigan</u>		PROOF OF CLAIM
Name of Debtor <u>Oxford Automotive, Inc</u>		Case Number <u>04-74377</u>
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <u>International Union United Automobile Aerospace and Agricultural Implement Workers of America UAW and Its Locals 1763 and 2289</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent <u>Richard J Swanson</u> <u>Macey Swanson and Allman</u> <u>445 N Pennsylvania Street Suite 401</u> <u>Indianapolis IN 46204</u>		
Telephone number <u>317-637-2345</u>		
Account or other number by which creditor identifies debtor		Check here <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS # _____ Unpaid compensation for services performed <u>Exhibit A</u> from <u>07/11/2003</u> to <u>2/1/05</u> <div style="text-align: right;">(date) (date)</div>		
2 Date debt was incurred <u>01/01/2005</u>		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>\$100,750.50</u> (unsecured) <u>\$1,221,121.30</u> (secured) <u>\$1,321,871.80</u> (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7 Unsecured Priority Claim <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <u>1,221,121.30</u> Specify the priority of the claim: <input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier 11 U.S.C. § 507(a)(3) <input checked="" type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) <i>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
6 Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
9 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <u>Exhibit B and C</u>		
10 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		<div style="text-align: center; font-size: large; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: large; font-weight: bold;">FEB 01 2005</div> <div style="text-align: center; font-size: large; font-weight: bold;">BMC</div> <div style="text-align: right; font-size: small;">Oxford Automotive Inc</div> <div style="text-align: right; font-size: x-small;">01687</div>
Date <u>01/31/2005</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim. Attach copy of power of attorney, if any. Richard J Swanson	

**CLAIMS OF
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW
AND ITS LOCAL 1763 AND LOCAL 2289**

The International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW ("International") and its Local 1763 and Local 2289 (collectively "Union") make the following claims on behalf of the bargaining unit members of Local 1763 and 2289

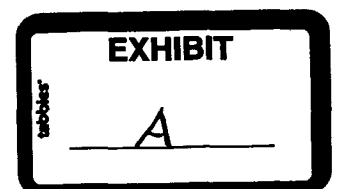
Contract Claims of UAW Local 1763 Bargaining Unit Members¹

2005 Vacation pay	\$449,953 67
Perfect Attendance	\$52,500 00
Contractual Grievance (Jack Humman) 7/11/03 - 9/8/04 \$57,154 00 9/8/04-12/7/04 \$12,103 20 12/7/04-2/1/05 \$ 7530 88	\$76,788 08
Contractual Grievance (Michael Blue) 8/11/03-9/8/04 \$37,603 36 9/8/04-12/7/04 \$8,589 60 12/7/04-2/1/05 \$5,344 64	\$51,537 60
Unpaid Medical Expenses ²	Unliquidated
WARN Act Claim ³	Unliquidated
Total	\$630,779 35

¹ See Exhibit B - 2004-2007 collective bargaining agreement between Oxford Automotive, Inc ("Oxford") and the International and its Local 1763

² The bargaining unit members have unpaid medical expenses The amount of this claim is unknown at this time because the relevant records are maintained by Oxford's Third Party Administrator

³ The bargaining unit members will have a WARN Act claim, pursuant 29 U S §2101 et seq , if they are terminated without a required WARN Act Notice



Contract Claims of UAW Local 2289 Bargaining Unit Members⁴

2005 Vacation pay	\$572,329 14
Contractual Grievance (Chris Orman) 8/16/04-9/8/04 \$2,793 12 9/8/04-12/7/04 \$10,929 60 12/7/04-2/1/05 \$6,800 64	\$20,523 36
Contractual Grievance (Roger Preston) 8/19/04-9/8/04 \$3,200 00 9/8/04-12/7/04 \$14,400 00 12/7/04-02/1/05 \$8,960 00	\$26,560 00
Contractual Grievance (Shawn R Perkins) 11/1/04-12/7/04 \$5,760 00 12/7/04-2/1/05 \$8,960 00	\$14,720 00
Contractual Grievance (Raymond Parsley) 10/11/04-12/7/04 \$9,120 00 12/7/04-2/1/05 \$8,960 00	\$18,080 00
Contractual Grievance (Brandon Crone) 10/1/04 - 12/7/04 \$10,720 00 12/7/04-2/1/05 \$8,960 00	\$19,680 00
Contractual Grievance (Gary Missi III) 10/4/04-12/7/04 \$10,240 00 12/7/04-2/1/05 \$8,960 00	\$19,200 00
Unpaid Medical Expenses ⁵	Unliquidated

⁴ See Exhibit C - 1999-2005 collective bargaining agreement between Oxford and the International and its Local 2289

⁵ The bargaining unit members have unpaid medical expenses. The amount of this claim is unknown at this time because the relevant records are maintained by Oxford's Third Party Administrator.

WARN Act Claim ⁶	Unliquidated
Total	\$691,092 50

Total Claim

\$1,321,871 80

⁶ The bargaining unit members will have a WARN Act claim, pursuant 29 U S §2101 et seq , if they are terminated without a required WARN Act Notice

AGREEMENT

MARCH 1, 2004

thru

FEBRUARY 28, 2007

OXFORD AUTOMOTIVE, INC

and

THE INTERNATIONAL UNION
UNITED AUTOMOBILE
AERO-SPACE & AGRICULTURAL
IMPLEMENT
WORKERS OF AMERICA (U A W)

AND ITS
LOCAL UNION NO. 1763



AGREEMENT

March 1, 2004

thru

February 28, 2007

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the corporation, the employees and the union. To these ends, the corporation and the union encourage to the fullest extent, friendly and cooperative relations between their respective representatives at all levels and among all employees.

INDEX

	Page
Arbitration	24
Bereavement Pay	41
Medical Insurance	43
Call in Pay	36
Change of Address	21
Company Rules	75
Departments	17
Gloves, Etc	55
Grievance Procedure	22
Holiday Pay	37
Inventory	20
Job Posting	13
Jury Duty Pay	40
Lay-off	10
Leave of Absence	46
Letters	60
Group Insurance	42
Military Leaves	19
Overtime	32
Pay Day	37
Pensions	52
Probationary Employees	3
Production Procedures and/or Processes	29
Recalls	13
Recognition	3
Representation	6
Rest Period	55
Safety Committee	57
Schedule A	31
Seniority	9
Shift Preferences	19
Shift Premiums	45
Strikes, Stoppages	26
Transfers	13
Vacation Pay	49
Wages & Hours	28
Work Week	37

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2004 between OXFORD AUTOMOTIVE, INC of GREENCASTLE, INDIANA, hereinafter referred to as the Company, and INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, and its Local No 1763, hereinafter referred to as the Union, to cover only the employees of the Greencastle plant of the Company The Company agrees that the recognition now tendered to the International Union, United Automobile, Aero-Space and Agricultural Implement Workers of America (UAW), as exclusive bargaining agent for its present plant at Greencastle, Indiana, in regard to wages, hours and other terms and conditions of employment shall be extended to cover any future plants or operations established by the Company at its present location

WITNESSETH In consideration of the mutual undertakings and agreements hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows

PREAMBLE

Oxford Automotive, Inc and UAW Local 1763 agree that all employees' abilities and contributions are essential to the long term success of the plant Further, a work environment in which all parties can work safely, productively and cooperatively will best address the continuing high expectations of our customers It is also recognized that our success is dependent upon respon-

sible leadership of both the union and management, supported by the participation of all employees in continuous improvement of both productivity and quality We have therefore agreed to

Continue to work to earn each other's respect, by listening better, and by conscientious joint action planning and follow up on continuous improvement and corrective action programs

Work to maintain high operational efficiency and productivity, low production costs and optimum quality of products and customer service Define our future relationship in the form of this agreement which is intended to prevent strikes and lockouts, provide satisfactory compensation and working conditions and facilitate peaceful resolution of grievances and controversies

ARTICLE I - RECOGNITION

Sec. 1. The Company agrees to recognize the Union as the sole collective bargaining agency, on the matters of wages, hours and working conditions for the duration of this Agreement for its production and Schedule A employees with the specific exception of office employees, foremen and supervisory employees having the right to hire and discharge workers or effectively to recommend the same, time study employees, plant clerical employees, engineers, quality control technicians and watchmen (plant protection employees) Jobs, duties, functions or work presently being or heretofore having been performed by employees covered by this agreement, or jobs, duties, functions or work substantially similar or comparable to these or accomplishing

the same or substantially similar or comparable purposes, shall not be performed during the life of this agreement by anyone excluded under this section, except by mutual agreement of the parties

When a new department is added or an old department is changed involving production, or maintenance work of any kind, covering jobs, duties functions or work not presently being or not heretofore having been performed by employees covered by this Agreement or covering jobs, duties, functions or work not substantially similar or not comparable purposes, the Union will be notified, and, at the request of either party, negotiations will take place promptly as to whether jobs, duties, functions or work should be in the included or excluded group. If no agreement is reached, the Union at its discretion may notify the Company of its intent to strike within (fifteen) 15 days of such notice

Sec 2 The Company agrees to enter into collective bargaining with the accredited representatives of the properly specified employees as noted in Section 1 above for the purpose of settling any grievances or disputes which may arise as to wages, hours and working conditions for the duration of this Agreement in the manner provided hereinafter

Sec 3 The term "employees" for the purpose of this agreement shall include all production and Schedule A employees of the Company and shall exclude office employees, quality control technicians, time study employees, plant clerical employees, engineers, foremen and supervisory employees having the right to hire and discharge workers, also watchmen

Sec. 4. The Union agrees to recognize the sole right and responsibility of the Company to hire, suspend or discharge employees for proper cause, to promote or

demote, to maintain order and efficiency, to determine the nature of employment; to determine the hours of employment subject to the grievance procedure, to direct the working force as per contract, to relieve employees from duty for lack of work or other legitimate reasons provided the aforesaid rights are not used for purposes of coercion or discrimination or in violation of any of the provisions of the Agreement

Sec. 5 The Company agrees that there shall be no discrimination against employees on account of membership in the Union and/or union activities. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to their rights to work or in respect to Union activities or membership in any manner or at any time, and further that there shall be no solicitation of the employees for Union membership on Company time

(a) The Company will initiate the check-off membership cards complete except for date at time of hire and hold to be forwarded to the Union at the end of the employee's probationary period

(b) Daily overtime will be on a voluntary basis for all shifts on the date of the regular scheduled monthly Union meeting, provided employees attend the meetings and sign in. The Union will provide the Company with the sign in sheet the day after the meeting each month to verify attendance. If the employee is scheduled to work and does not work or attend the meeting they will be counted absent and they will have points added. If no qualified volunteers are available, Supervisors will be allowed to perform emergency work

Sec. 6. The Company and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, national origin, sex, handicapped and veterans in the application of the provisions of the Agreement

Sec. 7. Each employee who on the effective date of this Agreement is a member of the Union in good standing and each employee who becomes a member after that date, shall, as a condition of employment, maintain membership in the Union

Each employee hired on or after November 1, 1971, shall as a condition of employment, beginning on their 70th working day, or six hundred seventy-five (675) hours, whichever comes first, following the beginning of such employment or within five (5) working days after the effective date of this Agreement, whichever is the later, acquire and retain membership in the Union

Sec. 8. Upon the presentation by the Union of a signed authorization of the individual employee and witnessed by an elected officer of the Union, the Company agrees to deduct from the employee's pay on the pay day following the first (1st) day of each month, the amount due the Union by the employee for Union dues. The Company will transmit to the Financial Secretary of the Union the total deduction from the pay of all employees contained on the list of members in good standing for whom the Company has authorization. The Company will submit to the local Union a monthly record of those employees from whose earnings deductions have been made, together with the amount of such deductions. The Union shall give the Company written notice within thirty (30) days of any discrepancies between the monthly remittance so made by the Company and the remittance shown due by Union records

ARTICLE II - REPRESENTATION

Sec. 1 The Company agrees that there shall be a Bargaining Committee consisting of five (5) members, President, Vice-President, Recording Secretary, Fourth Committeeperson and Fifth Committeeperson as the

Union may see fit. A fifth member may function if more than two (2) committeepersons are on one shift. At no time will there be more than three (3) members on any one shift. A sixth (6th) and seventh (7th) Committeeperson will become active when C and D shifts start respectively. When a shift is eliminated, the Committeepersons from the eliminated shift will function as part of the Bargaining Committee for meetings for sixty (60) days.

(a) Alternate committeepersons will be recognized and will function only in the absence of the regular Bargaining Committeepersons, unless authorized by Local Union President and Plant Manager, or their designated representatives.

Sec. 2. The Company agrees to meet with the Bargaining Committee twice each month on the 1st and 3rd Thursdays, if necessary, for the purpose of settling grievances and on the 2nd and 4th Mondays of the month to discuss other business matters. The meetings on the 2nd and 4th Mondays will be for the purpose of maintaining open lines of communication between the parties, and will be held from 3 00 p m to 4 00 p m. As business dictates, either party may cancel this meeting and will notify the other of the intention to do so in a timely manner. A special meeting may be called by the Company or Bargaining Committee in case of disciplinary lay-off, suspension, discharge, production disputes, or by mutual agreement of the President and the Plant Manager or their designated representatives. If a special meeting is requested by either party on the A shift the meeting will be held as soon as possible, excluding Fridays, Saturdays, Sundays and holidays. The B shift special meetings will be held at 4 00 p m the following day when possible. The C & D shift special meetings will be held as soon as applicable after the incident occurs. The C or D shift superintendent will

contact the Plant Manager or his designated representative and the Committeeperson involved will contact the Union President or his designated representative and a time will be scheduled for the special meeting. If the Plant Manager or the President or their designated representatives are not available, the special meeting will be held at 8 00 a m the Monday following the incident. Requests for special meetings will be submitted in writing and state the reason for such request. Affected employees will be present for special meetings for disciplinary lay-off, suspension or discharge. If the affected employee is not present the special meeting will be cancelled.

Sec 3. Members of the Bargaining Committee shall be paid for time spent investigating, writing and negotiating grievances, special meetings and on new contract negotiations. When investigating a grievance that requires looking at Company records, a designated representative of Management will assist the Union Representative in looking up records and make copies as needed.

The above will be paid as follows: production employees will be paid their regular hourly wage, and their regular hourly wage rate for non-productive employees.

(a) The members of the Bargaining Committee shall have at least one (1) year seniority with the Company.

(b) The Union will keep the Personnel Office currently informed in writing of the individuals comprising the Bargaining Committee, and in a like manner the Company will keep the Union currently informed in writing of the individuals comprising the supervisory force, by departments and superintendents.

(c) When overtime is scheduled on Friday, Saturday and/or Sunday for (A & B shifts) and on Monday, Tuesday and/or Wednesday for (C & D shifts), the

President, Vice-President, Recording Secretary, fourth, fifth, sixth and seventh committeepersons, if applicable will be offered work on their regular shift, in this order, if needed, except when less than ten (10) employees are scheduled to work. When holiday work is performed and more than ten (10) employees are working the committee on that shift will be offered work in the order stated above.

(d) The Company will recognize a Union benefit representative for each shift. Benefit representatives will be paid for time spent on their shift while investigating or explaining benefits to employees while at work as follows: production employees will be paid their regular hourly wage, and their regular hourly wage rate for non-productive employees. When a benefit representative is requested, they will be called without delay. The benefit representative to be appointed by the President of the Local Union.

ARTICLE III - SENIORITY

Sec. 1. Employees shall be regarded as probationary employees for the first six hundred seventy-five (675) accumulated hours worked, or seventieth (70th) working day, whichever comes first, during a period of six (6) continuous months, after which time they shall be placed on the seniority list. Seniority shall start from the last date of hiring. When a probationary employee is transferred from one department to another, for any reason, there shall be no loss of seniority. Probationary employees, if accidentally hurt while working on the job and the accident is compensable, the employee will accumulate time towards seniority until the employee's doctor releases the employee for work, but the Company holds the accumulated time the employee was off against the employee before he attains permanent se-

niorty

The Union agrees to assume no responsibility for lay-off or discharge until the employee has attained Seniority

Sec. 2. The Company will prepare and keep up to date, at all times, the seniority list, and agrees to furnish the President six (6) copies once each quarter and a copy of all changes made

The Company shall post a seniority list on the main bulletin board in the clock room once each quarter

Sec. 3. The President, Vice-President, Recording Secretary, fourth, fifth, sixth and seventh committeeperson if applicable in this order, shall have top seniority in the plant during their term of office, for the purpose of being retained at work on their shift and department during a temporary lay-off. They shall also head the seniority list on indefinite lay-offs and recalls

Sec. 4. In lay-offs and recalls seniority shall prevail as hereinafter set forth

a During scheduled shutdowns or layoffs all skilled trade employees may be retained at work on their regular job regardless of seniority for a maximum of 4 weeks (unless the Company and Union agree upon a longer period). Also if a lay off lasts for two months or longer both maintenance and tool & die employees who are laid off may be recalled first out of line of seniority to prepare for increased production needs and start up (by mutual agreement of both parties)

Sec. 5. A temporary lay-off due to steel shortages shall be up to three (3) consecutive work days but not to run into the following week. All other temporary lay-offs will be for no more than two (2) days but not to run into the following week. During a temporary lay off, whenever possible employees may volunteer to be laid off from high seniority down. Volunteers will be by department & shift and volunteers will put their request

in writing. Employees may only volunteer for the entire temporary lay off, they may not volunteer for only part of the lay off. If there are not enough volunteers, employees will be scheduled on their shift in their department by seniority with the low seniority going out first. During a temporary lay-off or a reduction of a department, the employees will be scheduled on their shift in their department by seniority. Furthermore, after working under the terms of a temporary lay-off for eight (8) consecutive weeks, the terms of an indefinite lay-off will apply. If outside conditions prohibit the Company from complying, the condition will be discussed with the Union and agreed to before the Company continues the temporary lay-off.

In the event employees are laid off in accordance with the above paragraph, management will attempt to place the employees affected on other work if they desire to work. The Union recognizes the right of the Company to retain out of line of seniority the following bided operators: crane, lift truck driver, press set up, blanker, minster, hand welder, WEMR, transfer press operator, autophoretic set up and system and effluent technician. When no bided employee is in one of the above mentioned classifications the person with the most seniority who is qualified will be assigned to the job.

In the event of an indefinite reduction of the work force in a department, employees shall be laid off from the bottom of the plant-wide seniority list. Notwithstanding any other provisions of this agreement, employees who are moved to another department as a result of an indefinite lay-off will carry their seniority into such department for all purposes.

Those employees who are actively working and have recall rights to another department will be the first sent to their home department when needed, after all

qualified employees in their home department have been utilized and still more people are needed in accordance with their classification by seniority, with high seniority going first. When an employee has been laid off to another department and is actively working, they will lose their recall to their previous department after one (1) year. Furthermore, after having been sent back to their home department for forty (40) hours per week for two (2) consecutive weeks, the affected employees will be considered as having been transferred back to their home department. If they acknowledge in writing their desire not to return they will remain on their present job and waive recall rights to their bided job. Any vacancy in a department will not be posted so long as there are employees laid off with recall rights to that bided job, except when a vacancy is created by an extended leave in excess of six (6) months.

Any employee moved as a result of application of the above paragraph shall have the right to bid on any job opening that occurs during this period but may only be selected and transferred once as a result of such job bid without forfeiting their right to recall to their original job opening.

Furthermore, two (2) machine repair employees, two (2) machine shop employees, two (2) electricians, one (1) autophoretic set up, two (2) WERM and one (1) system & effluent technician per shift, will be allowed to work regardless of seniority in the event of an indefinite reduction of the work force.

Also in the event of an indefinite reduction of the work force (1) employee per shift in each of the following Schedule A classifications, welder set up, press set up, lift truck driver and crib attendant, will be allowed to work regardless of seniority. If the duration of the indefinite reduction of the work force is determined to be longer than four (4) weeks, the employees listed

above will train higher seniority employees not affected by the reduction in force to perform their jobs, except when senior employees not affected by the lay-off are qualified to perform the required work. This training will be done under the close supervision of management and as soon as the replacement has been successfully trained, the employees who have been retained out of line of seniority will be laid off in accordance with the indefinite lay-off procedures of this section. If the duration of the reduction in force is determined to be less than four (4) weeks, no training will be done.

Sec. 6. Recalls shall be made in the reverse order of lay-off as per Sec 5 above, provided such employees are able to perform the work.

Sec. 7. When a permanent transfer is made, the Personnel Department will designate the transfer in writing and a copy shall be given to the affected employee immediately after the job requirements are met.

Sec. 8. When machines and/or operations are permanently transferred from one department to another, the operators of such machines or operations shall elect to move with the job or stay in their department. If an employee elects to move with the job it shall become a written permanent transfer immediately.

Sec. 9. When a vacancy occurs, (except as noted in Sec 5 above) in any department, it shall be posted on the central bulletin board for eight (8) working days, during which time employees who have attained seniority may sign for such jobs upon report to the Personnel Office or designated representative to fill out a job bidding form. The job will then be filled by the employee with most plant-wide seniority, who had bid, if additional vacancies occur in a classification within 30 calendar days following the previous posting, selections will be made from those not selected from the last posting based on seniority and qualifications, provided they are able to

meet the procedure and/or process within five (5) days worked and also meet the departmental average within thirty (30) days worked or such longer period as may be established by mutual agreement with the Company, Union and employee, except that an employee selected for vacancy in all Schedule "A" jobs shall be considered to have successfully bid the job if the employee is retained after thirty (30) working days, or such longer period as may be established by mutual agreement with Company, Union and employee. The System & Effluent Technician shall be considered to have successfully bid the job if the employee is retained after ninety (90) working days, or such longer period as may be established by mutual agreement with company, Union and employee. Once employees accept a job under the above provisions, they will have a right to return to their previous job within the first forty (40) hours of work on their newly bided job. After employees have completed forty (40) hours on a newly bided job, the Company reserves the right to temporarily transfer the employees back to their previous job to train their replacement. The training will not exceed eighty (80) hours, and the employee doing the training will be paid the wage of their new job or old job, whichever is greater. When an employee elects to return to their previous job, all bidding rights for sixty (60) calendar days shall be lost. Temporary bids may be posted by mutual agreement between the parties.

Any employee who bids for a Machine Repair, General Maintenance Electrician, Machine Shop, Electrical Technicians Lift Truck, Lift Truck Mechanic and System & Effluent Technician jobs will take a written test. The person with the most seniority who passes the test will be given the first opportunity on the job.

Testing for Schedule A classifications that are technical in nature such as welder set up, press set up,

autophoretic set up, crane operator and etc, will be done after the employee has completed eighty (80) hours on their new job to help determine if they are to be retained on the new job. The tests will be developed and administered by the Skilled Trades Committee. The licensed vehicle driver will be tested prior to taking the position based on state law requirements.

Testing procedure for Machine Repair, Tool & Die, General Maintenance Electrician, Lift Truck Mechanic and WEMR

(a) Eighty percent (80%) or above will be given the first opportunity on the job.

Testing procedure for System & Effluent Technician

(a) Eighty percent (80%) or above will be given the first opportunity on the job.

(b) The System & Effluent Technician, after one (1) year of experience may take the state test to become a Class A operator.

(c) The System & Effluent Technician, after three (3) years of experience may take the state test to become a Class B operator.

(d) A test score of less than sixty percent (60%) will not be considered.

Test will be available after test is completed to Bargaining Committee to check and see if tests are graded correctly.

Other employees and/or new hires will be required to take and pass the test also.

If no employee signs for the vacancy, (Machine Shop, Electrical Technician, General Maintenance Electrician, Machine Repair, Lift Truck Mechanic, WEMR) and/or passes the test, the Company will fill the vacancy with an employee that does not object to a transfer or a new hire. If an employee holds a journeyman card obtained through the Greencastle plant, they will not be

required to take a written test. The journeyman card in the classification with a vacancy will be considered as a passing score, but their selection will be based on an interview with the skilled trades committee. The selection will be made only after the employee or new hire has been interviewed by the Skilled Trades Committee. The Skilled Trades Committee will be made up by three (3) Skilled Trades Journeymen and three (3) salaried employees. In the event of a tie vote by the Skilled Trades Committee, the Plant Manager will be the tie breaking vote.

Vacancies will be posted on Non-productive jobs as defined in Schedule A.

Vacancies will be posted on Productive jobs by Department and classification. Production classifications are General Production, Blanker Operator, Minster Operator, Hand Welder and Transfer Press Operator. However, this shall not limit the right of the Company to assign other work.

(a) If the selected employee fails to accept the job after being selected, they shall lose their bidding rights for a period of two (2) months.

(b) Any employee shall have the right to acquire a job hereunder only once in a three (3) month period, not to exceed three (3) times in a twelve month period, unless the job so acquired does not last for that length of time, except when a new job or process is brought into the plant.

(c) The Personnel Office is to make the selection and transfer of an employee who successfully bids on a job within ten (10) working days following the job posting. Result of job bidding will be posted by the Personnel Office.

Sec. 10. The Company will not be held liable for any misapplication of the seniority provision unless such cases are called to the attention of the Company within

thirty (30) days.

Sec. 11. For the purpose of Sections 4, 5, 6, 7, 8 and 9 of this Article, the departments shall be as follows:

02G Machine Shop

54G Press Room

59G Shipping

73G Assembly & Welding

90C System & Effluent

90G General Maintenance

93G General Service

The Company reserves the right to make changes, additions, or deletions in such departments. The Company will notify the President of such changes to any department within one week and a discussion with the Bargaining Committee will take place on changes made.

When a department is eliminated and at a later date, of more than ninety (90) calendar days, when a new part is produced and the old department number is used, it does not give a past employee of the old department number recall rights, just because of the same department number.

Sec. 12. Employee's shall lose their seniority and their right to employment if

(a) they quit,

(b) they are discharged in accordance with the provision of the Agreement,

(c) they are absent for four (4) consecutive regular scheduled working days without notifying the Personnel Department in person, by telephone or telegram, or in writing by certified mail addressed to the Company office advising the Company of serious illness, accident or death in the immediate family. Medical verification must indicate unable to work due to illness. When medical verification states that the employee is unable to work for an indefinite period of time, the employee is required to submit medical verification at least every six

(6) weeks to retain seniority After the first six (6) weeks off that the employee does not submit the required medical verification, the Company will send a reminder letter to the affected employee by certified mail (with a copy to the Union President) and if no reply is received within ten (10) days after the date the letter is sent that the affected employee will be removed from the seniority list (Refer to Article XII - Sick Leave),

(d) they exceed leave of absence for more than the period and under the conditions in subsection (c) above,

(e) they are laid off and not recalled to work for a period of twelve (12) consecutive months However, if their seniority exceeds twelve (12) months they will not lose seniority until they are laid off for a continuous period equal to the seniority acquired at the time of their lay-off, further, employees with three (3) or more years seniority shall break seniority if they are laid off in excess of five (5) years

(f) employees who have seniority with the Company, but who are not actively working, are to be notified to report for work, the procedure will be as follows,

They will be notified by phone and told what date and shift to report for work If no phone is listed or no one answers a certified letter with return receipt requested will be sent If the affected employee is contacted by phone but does not report for work, they will be sent a certified letter as above, the day after the first absence In both cases of mailing a certified letter the employee will be considered as having voluntarily quit, if they do not report for work on the fourth (4th) day after receipt of the certified letter, or notifies the Company during such period that there is serious illness, accident or death in the immediate family that prevents such return to work A copy of such letter will be given the Union President In the event no receipt is returned

and the employee does not return to work the Local President will be notified to see if they can contact the affected employee If after two (2) weeks after the mailing of the certified letter neither party has been able to contact the affected employee he will be removed from the seniority list

(g) if an employee is laid off for a period of at least twelve (12) consecutive months, the Company will send employee a form by certified mail (return receipt requested) on which they will indicate whether or not they are available for work at this Company If the employee answers in the affirmative, the provisions of subparagraph (e) shall apply If the employee answers in the negative, or fails to answer within sixty (60) days after the notice was sent, the employee's name shall be removed from the seniority list A copy of such notice shall be provided to the Union

Sec. 13. All employees engaged in military, naval or marine service shall not lose their seniority because of such service and seniority will be cumulative during such service, provided they report for work within ninety (90) days and have not been dishonorable discharged and are physically fit to resume such employment, unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so In the event the employees fail to so report in accordance with the Selective Service Act as Amended, they shall forfeit their seniority rights In the event an employee re-enlists (not in time of war) it shall be considered as a voluntary quit

(a) An employee shall be granted sixty (60) days leave of absence prior to a minimum of a two (2) year induction provided the employee furnishes the Personnel Department proof of induction and applies for the leave in writing

Sec 14 Any employee with seniority promoted

from a position in the Bargaining unit to a position with the Company outside the Bargaining Unit shall lose all seniority in the Bargaining Unit after one hundred (100) days

Sec. 15 Employees shall have the right to work on the shift of their choice within their department in line with their seniority except as this right may be exercised only once each three (3) months Employees will change shifts with employees within their classification within their departments Shift change will be made the first Monday possible within two (2) weeks after shift preference is made

When an employee transfers from C or D shifts to A or B shifts, the first Monday is optional for the employee to work or not, with no loss of points If the employee elects not to work the above Monday, wages + hours are paid as per contract for the remaining work week If an employee elects not to work Monday and is scheduled to work on Friday they will be paid at straight time for Friday

Sec 16. It is recognized that it may become necessary at times for a departure or deviation from seniority in order to maintain operating efficiency, safety or losses that may jeopardize the Company and the livelihood of its employees When such departures or deviations are necessary, it shall be by mutual agreement between the Company and the Bargaining Committee

(a) During inventory periods, when the plant is shut down, the Company may bring in bided non-productive employees based on their plant wide seniority Production or non-production employees, not already scheduled may be brought in by their plant wide seniority for the purpose of cleaning, painting and preparing the plant for inventory Senior employees may be excused at their request if other suitable employees are available to work during inventory Employees will be paid their

regular hourly wage during inventory

(b) During inventory periods, when the plant is operating, employees will be brought in by seniority per contract

Sec 17. It shall be the responsibility of the individual employees to promptly and correctly notify the Personnel Department of their present address, phone number, and of any other change of address (of which the affected employee will be given a copy) The Company shall be entitled to rely on the information so furnished

(a) Within thirty (30) days after the ratification of this Agreement and every three (3) months thereafter during the term of this Agreement, the Company shall give three (3) copies to the International Union the names of all seniority employees covered by this Agreement together with their addresses and social security number as they then appear on the records of the Company The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information

Sec. 18. The Company shall furnish the President once a week, a copy of the record of all layoffs, recalls, transfers, terminations and new hires

Sec. 19. Any employee who has been incapacitated at their regular work by injury or compensable disease while employed by the Company will be employed in other work on a job that is operating in the plant which they can do without regard to any seniority provisions of this Agreement, except that such employee may not displace an employee with longer seniority Any employee with a compensable injury or disease who loses work as a result of such injury or disease will be paid for such lost time which is not otherwise covered by Workman's Compensation on the first day or for loss of work on the first day of any recurrence of such injury or

disease, provided it is supported by medical evidence, and two (2) hours pay for lost time for follow up care. Pay for an employee requiring out of town follow-up care for an industrial injury will be handled on a case by case basis. The employee will have the Doctor's office document time in and out on medical verification.

(a) Once an employee has been assigned to a job in a department as per the provisions of this section, they will revert to natural seniority.

ARTICLE IV - GRIEVANCE PROCEDURE

Sec 1. Should any differences arise between the Company and any of its employees as to the meaning, application or violation of any of the provisions of this Agreement, such differences shall be settled by the following grievance procedure.

(a) Any employee having a complaint may ask the supervisor for a committeeperson/safety representative and shall get one at once after first stating their complaint to their supervisor. A Company complaint shall be taken up first with the committeeperson. The Union shall have the right to full investigation of all facts including private discussion with grievant and discussion with witnesses, one at a time.

(b) If not settled under (a), the grievance shall be reduced to writing on standard grievance form and three (3) copies shall be given to the supervisor. The supervisor shall sign a receipt for the grievance. If the grievance is not presented to the supervisor by the end of the shift following twenty-four (24) hours after the alleged infraction, the matter will be deemed closed. Grievances other than for discharge, disciplinary lay-off or suspension must be answered by the supervisor by the end of the shift following twenty-four (24) hours. Furthermore, in the case of discharge, disciplinary lay-

off or suspension the supervisor must answer the grievance by the end of the shift following twenty-four (24) hours or the request of the grievance will be granted. All three (3) copies of the grievance will be returned to the committeeperson involved. (In the event the committeeperson is absent who initiated the grievance, the grievance will be given to another committeeperson on that shift. If no committeepersons are present, the grievance will be signed, dated, time noted and placed in the Union mail box.)

(c) If not settled under (b), all three (3) copies shall be presented to the shift superintendent and they shall sign a receipt. If the committeeperson does not present the grievance to the shift superintendent by the end of the shift following forty-eight (48) hours after the committeeperson has received the grievance back from the supervisor, the matter will be deemed closed. Grievances other than for discharge, disciplinary lay-off or suspension must be answered by the shift superintendent by the end of the shift following forty-eight (48) hours. Furthermore, in case of discharge, disciplinary lay-off or suspension the shift superintendent must answer the grievance by the end of the shift following forty-eight (48) hours or the request of the grievance will be granted. The original copy of the grievance will be returned to the committeeperson and the company will retain the second and third copies. (In the event the committeeperson is absent who initiated the grievance, the grievance will be given to another committeeperson on that shift. If no committeepersons are present, the grievance will be signed, dated, time noted and placed in the Union mail box.) (Both sections (b) and (c) are exclusive of Fridays, Saturdays, Sundays and holidays for A and B shifts. Also both sections (b) and (c) are exclusive of Mondays, Tuesdays, Wednesdays and holidays for C and D shifts.)

(d) The complaint being still unsettled, it shall be referred to the bi-monthly grievance meeting. An International Representative of the Union may be present at any such meeting. Either party may request the presence of witnesses to clarify disputed facts. Witnesses for the Union will be paid by the Company for time spent in such meetings at their regular rate of pay for non-productive employees and their regular hourly wage for productive employees, but only if it is their regular scheduled shift.

(e) When a grievance reaches the 2nd meeting, if a request is made by the Local President to hold the grievance over for the International Representative, the Union will have thirty (30) days for the International Representative to meet with the Company to settle the grievance, unless time is extended by mutual agreement. If no meeting is held within thirty (30) days, the grievance will be deemed closed unless appealed to arbitration within ten (10) days at the end of the thirty (30) day extension.

If there is no settlement after the 2nd meeting and no request is made for an extension, the grievance must be submitted to arbitration within ten (10) days as per contract or be deemed closed. Also, when an extension is agreed upon and no settlement is reached between the Company and meeting with the International Representative, the grievance must be submitted to arbitration within ten (10) days after said meeting or be deemed closed.

f) If the Company fails to answer the grievance within the prescribed time limits (except for discharge, disciplinary lay-off or suspension), the Union may move the grievance to the next step of the grievance procedure.

(g) In the event the dispute shall not have been satisfactorily settled in the preceding steps of the griev-

ance procedure, the matter may be appealed to an impartial arbitrator, upon request of either party.

(1) A panel of seven (7) arbitrators will be selected by mutual agreement by the Company and the Union. Either party has the right of veto at any time against any panel member and the process will be repeated to select a replacement. The expense and salary incident to the service of the arbitrator shall be paid by the losing party. The arbitrator, however, shall have no power to add to or subtract from or to modify any terms of this Agreement or any agreements made supplementary hereto, nor establish or change any wage, nor to rule on any dispute concerning new standards established or standards revised by the Company.

(2) If either party requests a transcript of the arbitration hearing, the party requesting the transcript will pay for such and provide the other party with a copy.

(3) The arbitrator will be used on a rotation basis. If an arbitrator is not available he will be bypassed and the next arbitrator in line would be used.

(h) A policy grievance will be filed directly with the Personnel Director and/or his designated representative and answered in accordance with the grievance procedure.

(i) When discipline involving lay-off or discharge is to be imposed on any seniority employee, the supervisor shall notify the committee person before the penalty is imposed. The copy of the statement as to the reason for discipline shall be given to the employee and the Union representative.

(j) The Company agrees to allow plant entry to any International Representative who shall present his credentials if requested and, to any member of the Bargaining Committee who requests the same for the purpose of investigating a grievance. Requests for such plant entry shall be made to the Plant Manager or, in their absence,

to their designated representative

(k) The Company will pay the Bargaining Committee and/or witness(es) all the time spent in an arbitration hearing. Furthermore, the Company will pay the Bargaining Committee up to one (1) hour for time spent with the International Representative in a meeting prior to an arbitration hearing. If the International Representative wishes to question a witness or witnesses in such a meeting, the witness(es) will be paid if requested for, up to one (1) hour if they lose time from their regular shift.

Sec. 2 Once the grievance has been reduced to writing as provided by subparagraph (b) of Sec. 1 of this Article IV, any action taken shall be endorsed on the written grievance and signed by a representative of the Union and of the Company, except as modified by Sec. 5 hereof.

Sec. 3. Any settlement reached between the Company and the Bargaining Committee is binding upon all workers affected and cannot be changed by any individual.

Sec. 4. All settlements of any grievance or any agreement reached between the Bargaining Committee and management shall be reduced to writing in duplicate and signed by a majority of the Bargaining Committee members and management, and two copies delivered to the Recording Secretary.

Sec. 5. The parties agree that the arbitrator's decision shall be final and binding upon both parties and that no strikes, slowdowns or interference with production or lockouts shall take place as the result of such decision or during the procedure pending such decision.

Sec. 6 "Strikes, Lockouts and Work Stoppages"

(a) During the life of this Agreement, the Union will not cause or engage in or authorize its members to engage in, nor will any member of the Union be author-

ized to take part in any sit-down, stay-in or slowdown in any plant of the Company or any curtailment of work or restriction of production or interference with the procedure of the Company.

(b) The Union will not cause, or engage in, or authorize its members to engage in, nor will any member of the Union be authorized to take part in any strike or stoppage of the Company's operations, or picket any of the Company's plants or premises, over any matter which is within the jurisdiction of the Arbitrator provided for in the grievance procedure of this Agreement.

(c) The Union will not cause, or engage in, or authorize its members to engage in, nor will any member of the Union be authorized to take part in any strike or stoppage of the Company's operations, or picket any of the Company's plants, or premises, over any matter which is not within the jurisdiction of the Arbitrator, until after negotiations have continued for at least five (5) days at the Final Step of the Grievance Procedure and not even then unless authorized by the International Union, and written notice of such intention to authorize has been delivered to the Company's Personnel Director and to the Company's Vice-President of Manufacturing at least five (5) days prior to such authorization.

(d) It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if an employee or a group of employees refuse to enter upon the property of any other employer involved in a primary labor dispute with the UAW at one of its local unions, or any other recognized trade unions at which a lawful primary picket line has been placed.

(e) In the event any employee takes part in any of the activities enumerated in (a), (b), (c) above, such conduct will be considered a violation of this Agreement and the Company shall have the right to discipline any such employee.

(f) During the life of this Agreement, the Company will not lockout any employee over any matter which is within the jurisdiction of the Arbitrator provided for in the Grievance Procedure of this Agreement, and in no other matters which are not within the jurisdiction of the Arbitrator, until after negotiations have continued for at least five (5) days at the Final Step of the Grievance Procedure and not even then unless written notice of such intentions has been delivered to the Union President and the International Representative at least five (5) days prior to such lockout

(g) It is understood and agreed that the union, under sub-paragraph (c) hereof, and the Company, under sub-paragraph (f) hereof, may not take the action therein provided in connection with disputes, if any, which may arise concerning an attempt to add to, subtract from, or to modify any of the terms of this Agreement or of any Agreements made supplementary thereto

Sec. 7 Grievances that are subject to arbitration and not settled after two (2) meetings at the Final Step proceeding arbitration, in which the grievance has been discussed, will be deemed closed based on the Company's last answer on Union initiated grievances, and the Union's last answer on Company initiated grievances, unless the Company or Union notifies the other party in writing within ten (10) days after the last meeting that it has appealed this grievance to arbitration

ARTICLE V - WAGES & HOURS

Sec. 1 The regular hourly wage rate for production employees will be \$15.36

All new employees hired after March 1, 1999 will be paid a minimum of the regular hourly wage for produc-

tive employees and the regular base wage for Schedule A jobs with the following guidelines

- 1 Hire date through twelve (12) months at 80%
- 2 From twelve (12) months through eighteen (18) months paid at 90%
- 3 From eighteen (18) months through twenty-four (24) months paid at 95%
- 4 First day of the twenty-fifth month paid at 100%
- 5 Newly hired Skilled Trades employees will have a starting wage as prescribed under Article V, Sec. 3 as negotiated by the Company and Union. If the new employee hired for a Skilled Trades job is a Journeyman, they may be started at the Journeyman wage. Newly hired Skilled Trades employees will not have their starting wage reduced as stated above

Sec. 2 Production procedures and/or processes shall be established by the Company on the basis of fairness and equity consistent with the quality of work, efficiency of operations and reasonable working capacities of normal operators working in their classifications

(a) In the event a procedure and/or process has not been established on a job, and an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined in failure to obtain an expected amount of production on that job

(b) The amount of production will not be increased beyond the level for which they are staffed for the purpose of gaining additional production or for the purpose of making up for loss of production due to breakdown or unscheduled line gaps or stops

(c) Procedures and/or processes on all operations will be set as soon as possible and time studies will be available to the Bargaining Committee for inspection. Procedures and/or processes shall be temporary for thirty-five (35) calendar days. If not questioned by the

employees or retimed by the Company, the procedures and/or processes will be considered permanent thirty-five (35) calendar days from the effective date. An employee may request a retime only after ten (10) calendar days after a new procedure and/or process has been posted.

(d) When a procedure and/or process has been questioned by an employee, it shall be retimed within ten (10) working days by a Company time study engineer and a Union time study engineer (for the purpose of investigation). All findings of the union's time study engineer will be turned over to the Union Bargaining Committee for determination prior to the International step. If the procedure and/or process is still not resolved, the Union will call in an International time study engineer to examine the job prior to the final step of the grievance procedure. Such disputes are not subject to the arbitration procedure and are strikable issues, only after the International time study Engineer's step.

(e) A mutually established procedure and/or process agreed to by both parties shall be binding on both parties in (d) above.

(f) Procedures and/or processes set shall not be changed except when a mechanical, specification and/or procedure change has been made that tends to throw an established procedure and/or process out of line three (3) percent or more, in which case the new procedure and/or process shall be temporary for thirty (30) days. In this event, the change in procedure and/or process will be in proportion to the change in the operation.

(g) When a Schedule A employee is transferred to a production job they will receive the greater of the two rates.

(h) Effective March 1, 2005 add 2.75% to above rates
Effective March 2, 2006 3.0% lump sum paid to

all active employees

(i) The hand (mug) welder on production will receive an additional fifty cents (50¢) per hour. Employees working in rework will receive twenty cents (20¢) additional per hour while hand (mug) welding. Coil feed operations (Blanker/Minster) will receive an additional thirty cents (30¢) per hour.

Journeyman wages may be increased as agreed to by both parties, to meet local wage demands to acquire qualified skilled trades employees.

(j) Delay procedure

(1) When an unforeseen condition affects the procedure and/or process set by the Company, the employees will notify their immediate supervisor and the condition will be corrected.

Sec. 3. The rates for non-productive workers shall be as per Schedule A below. The Company shall hire new employees and/or transfer employees at the starting rate and they will progress according to Schedule A unless they have had previous experience and had attained the top rate. Should it become necessary to place an employee temporarily on a Schedule A job, the employee will receive their regular rate of pay, except that an employee temporarily transferred to a higher paying job will receive the higher rate of pay.

(a) Employees temporarily assigned to a Schedule A job will earn credit toward progression to next higher rate based on hours worked, Machine Shop, Maintenance, Press set up, Lift Truck Driver, WEMR.

SCHEDULE A SKILLED TRADES WAGES

	Start	300 Hours	600 Hours	1200 Hours
Skilled Trades Wages				
Machine Shop	\$16.19	\$16.33	\$16.44	\$16.63

General Maintenance,				
Electrician	15 77	15 92	16 05	16 27
Machine Repair	15 61	15 78	15 90	16 05
Lift Truck Mechanic	15 61	15 78	15 90	16 05
WEMR	15 29	15 42	15 53	15 73
Skilled Trades Journeyman Wages				
Machine Shop	17 87			
General Maintenance,				
Electrician	17 54			
Machine Repair	17 31			
Lift Truck Mechanic	17 31			
WEMR	16 62			

SCHEDULE A WAGES

	Start Rate	300 Hours	600 Hours
Autophoretic Setup	\$15 04	\$15 19	\$15 36
System & Effluent Technician	15 04	15 19	15 36
Press Setup	14 75	14 87	15 03
Lift Truck Driver	14 61	14 74	14 90
Crane Operator	14 05	14 22	14 36
Licensed Vehicle Driver	13 67	13 80	13 97
Crib Attendant	13 67	13 80	13 97
General Services	13 72		

(c) Effective March 1, 2005 add 2.75% to above rates
Effective March 2, 2006 3.0% lump sum paid to
all active employees

Effluent & System Technician will receive 75 cents
above production wage for a class A license and \$1.00
above production wage for a class B license

Sec. 4. When productive employees are permanently transferred to a Schedule A job, they will receive the starting rate of the job they are transferred to unless they have had previous experience and attained a higher rate than starting rate

Sec. 5. Employees on A and B shifts shall receive time and one-half for all hours worked over ten (10) hours in one day or forty (40) hours in any one week, and for all hours worked on the work day Saturday, and double time for all hours worked on the work day Sunday. Furthermore employees who are scheduled or have volunteered for daily overtime and the job they have ran for the shift is scheduled for overtime may be allowed to remain on the job they were on at the end of the shift

Employees on C and D shifts shall receive time and one-half for all hours worked over thirteen (13) hours in one day on Friday, Saturday and Sunday or over thirty-nine (39) hours in any one week, and for all hours worked on the work day Tuesday, and double time for all hours worked on the work day Wednesday. If employees on the C and D shifts work any other day of the week, except Friday, Saturday or Sunday, they will work the regular hours of A or B shift and be paid accordingly. Employees on the C and D shifts will not be allowed to work on the workday Thursday

Time not worked because employee was sent home, not scheduled, hurt on the job and situations where wages or make up wages were paid will be counted as hours worked to qualify for time and one-half on Friday for A and B shifts and on Monday for C and D shifts

Sec. 6. The Company will distribute overtime to qualified employees on the basis of seniority in their classification, on their shift and in their department. When working weekend overtime the Company reserves the right to utilize Lift Truck Drivers out of their regular department, for up to twenty five percent (25%) of the shift. There will be a daily and weekend overtime sign-up sheet in each department. Daily overtime sheets must be signed by 2:30 daily to qualify for daily overtime. Friday overtime sheets for A and B shifts must be signed by 2:30 on Thursday to qualify for Friday overtime

Monday overtime sheets for C and D shifts must be signed by 5 00 p m on Sunday to qualify for Monday overtime Saturday overtime for A and B shifts will be assigned from employees working on Friday, and Sunday overtime for A and B shifts will be assigned from employees working on Saturday Furthermore, Tuesday overtime for C and D shifts will be assigned from employees working on Monday, and Wednesday overtime for C and D shifts will be assigned from employees working on Tuesday

The employees in the classification that is being scheduled who have signed the overtime sheet in the department will be scheduled first. Other qualified senior employees in the department who have signed the overtime sheet, but their classification is not scheduled, will be scheduled next If more employees are needed, people will be scheduled by qualified seniority from the supplemental overtime sheet If still more employees are needed to do the required work in a classification, the overtime will be scheduled from the low qualified seniority person upward in that classification and department

When an entire department is working, the assignment will be accomplished by posting a notice of the assignment in the department

Employees who are absent at the time overtime is assigned, will be responsible to contact their immediate supervisor between 3 00 & 4 30 at the end of the shift on Thursday for A & B shifts and between 3 00 & 4 30 on Sunday for C & D shifts, to see if they are scheduled for weekend overtime

Any employee bypassed for weekend overtime will be paid at straight time at the regular hourly wage for production employees and regular base wage for non-production employees, for the hours they could have worked

Any employee bypassed for in error for daily overtime will be noted by the Company, Union and the Employee and placed in their file If the same employee is bypassed a second time within one year of the initial bypass, the affected employee will be paid at straight time at the regular hourly wage for production employees and regular base wage for non-productive employees, for the hours they could have worked

(a) In the event the entire plant is not scheduled to work overtime, employees may upon request, be excused by Management, if a suitable qualified replacement is available Replacements will be from the supplemental overtime sheets only after all overtime requirements are filled from the supplemental overtime sheets Replacements will be as follows high seniority employees will be replaced first If no senior employees are available as replacements, probationary employees will be used if qualified and not already scheduled

(b) Employees will not be required to work more than three (3) consecutive Fridays without being allowed one (1) Friday off at their request in writing Lates (up to three (3) hours from the start of the shift) or Union business on Friday will not disqualify for fourth being off

Employees on the C and D shift will not be required to work more than three (3) consecutive Mondays without being allowed one (1) Monday off at their request in writing Lates (up to three (3) hours from the start of the shift) or Union business on Monday will not disqualify for fourth being off

(c) Overtime on Saturday and /or Sunday for shifts A and B and Tuesday and Wednesday for shifts C and D will be voluntary When there is work to be done on voluntary overtime days, and no volunteers are available, salaried personnel will be allowed to perform the work

Employees will be notified no less than one (1) hour prior to the end of the shift for daily overtime (except in emergency situations) Employees will not be required to work more than three (3) hours of daily overtime during the normal work week All other daily overtime will be voluntary All daily overtime for C and D shifts will be voluntary The Company has the right to schedule up to fifty percent (50%) of the department for daily overtime with the exception of when production requirements exceed fifty percent (50%) of the department Employees on A and B shifts will be notified by the end of the shift on Wednesday and employees on C and D shifts will be notified by the end of the shift on Saturday, for weekend overtime, whenever possible

Probationary employees will be excluded from both overtime and Holiday work considerations until all seniority employees who have signed the overtime sheet have been offered work

Sec. 7. In the event a Committee person, or an officer of the Union is called from their job during the day because of Union duties for other than regularly scheduled meetings, the time shall, for the purpose of computing overtime pay, be considered as time actually worked, providing notice is given to their supervisor before leaving

Sec. 8 In addition to Holiday Pay as per Article VI, Sec 1, double time shall be paid for all work performed on such Holidays

Sec. 9. Employees reporting for work at the beginning of their regular shift without having been notified not to report, but for whom no work at their regular job is available, will be offered at least five (5) hours of employment at some other work at their regular rate of pay This provision shall not apply when lack of work is due to a labor dispute, power failure, fire, flood or conditions beyond the control of the Company In no case

will employees refuse to work on jobs offered them or be paid waiting time as such

Sec. 10. The normal starting time for the A shift will be 6 00 a m and the normal quitting time will be 4 30 p m The B shift's normal starting time will be 6 00 p m and the normal quitting time will be 4 30 a m The C shift will start at 6 00 a m on Friday, Saturday and Sunday and will end at 7 00 p m The D shift will start at 5 00 p m on Friday, Saturday and Sunday and will end at 6 00 a m The Company reserves the right to bring in partial crews (up to fifty percent (50%) when necessary, outside of these time limits Any deviation from these hours, excluding partial crews, will be negotiated with the Union The work week is Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday

Sec. 11. Pay day shall be on Thursday and the Company agrees to discuss with the Bargaining Committee any change of the pay day

On payday, checks will be handed out as soon as possible after the start of the shift on all shifts If employees on the B, C and D shifts want to pick up their check early on payday, they may do so between the hours of 2 30 p m to 5 00 p m

ARTICLE VI - HOLIDAY PAY

Sec 1. Employees shall be paid for

New Year's Day	Thanksgiving Day
Easter Monday**	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Providing they meet all of the following eligibility rules, unless otherwise provided herein

(a) The employee has seniority as of the day of the holiday, and new hires will be eligible after completing

nine hundred (900) hours worked and,

(b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

(c) The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday, unless they have been absent or late for good cause. Absence on one of the qualifying days due to disciplinary lay-off will be considered as good cause. Holidays that fall within the disciplinary lay-off will not be paid and will count as part of the disciplinary lay-off.

** Employees working the C and D shifts will have Easter Sunday off instead of the Monday after

Sec. 2 Employees with the necessary seniority who have been laid off in a reduction of work force, or who have gone on sick leave during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday

(a) Any employee laid off during the month of December and is otherwise qualified shall receive holiday pay for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day

Sec. 3. When a holiday falls on Friday, Saturday or Sunday, eligible employees shall receive holiday pay provided they have met the requirements of Sec 1 (c) above

Sec. 4 In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday

Sec. 5. When one of the above holidays falls within eligible employees' approved vacation period, and they are absent from work during their regularly scheduled work week because of such vacation, they shall be paid for such holiday and will be allowed the extra time off in

conjunction with their vacation if they notify the Company in advance. Also the Company will pay holiday pay for military leave only if the holiday pay is affected by the normal two week summer drill

Sec 6. When an eligible employee is on approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, they shall be eligible for pay for that holiday

Employees on A and B shifts eligible under these provisions shall receive ten (10) hours pay at current rates for non-productive workers and their regular hourly wage for productive workers

Employees on C and D shifts eligible under these provisions shall receive thirteen (13) hours pay, if the holiday falls during their normal scheduled shift and if the holiday falls outside of their normal shift, they will receive ten (10) hours pay. The pay will be at current wages for Schedule A workers and the regular hourly wage for productive workers

Sec 7 Employees who have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive pay for the holiday

Sec. 8. Commencing January 1, 2004 those employees who worked at least seven hundred (700) clock hours in calendar year 2003 will be eligible to take two (2) paid absence days during the period January 1, 2004 through December 31, 2004. Commencing January 1, 2005 those employees who worked at least seven hundred (700) clock hours in the calendar year 2004 will be eligible for two (2) paid absence days during the period January 1, 2005 through December 31, 2005. Commencing January 1, 2006 those employees who worked at least seven hundred (700) clock hours in the calendar year 2005 will be eligible for two (2) paid absence days during the period January 1, 2006 through December 31,

2006

(a) Paid absence days shall, as far as possible, be granted at the time most desired by employees, but final right of allotment of a paid absence day is reserved exclusively by the Company in order to insure the orderly operation of the plant. Where conflicts occur they shall be decided on the basis of seniority among contending parties.

Once a paid absence day and/or days is granted by the Company it will not be cancelled without the employee's consent.

(b) Employees shall request a paid absence day off at least twenty-four (24) hours prior to the date requested off. The employee's request for a paid absence day shall be signed by the employee's department supervisor and approved by the Superintendent.

A and B shifts will receive ten (10) hours pay and C and D shifts will receive thirteen (13) hours pay, unless C shift takes a personal day off other than Friday, Saturday or Sunday, and then they would receive ten (10) hours pay. Pay will be at current wages for Schedule A workers and the regular hourly wage for productive workers.

ARTICLE VII - JURY DUTY

An employee who is on the seniority list who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages, i.e., the regular hourly wage for productive workers and the regular rate of pay for non-productive workers (excluding night shift premium) the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court (not including

travel allowances or reimbursement of expenses), for each day on which they report for or perform jury duty and on which they otherwise would have been scheduled to work for the Company. When an employee is called and not selected for Jury Duty they are to report back to work if time permits.

(a) The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give local Management prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that they reported for or performed jury duty on the days for which they claim such payment. The provisions of this paragraph are not applicable to an employee, who, without being summoned, volunteers for jury duty.

B and D shift employees to be excused at 11 00 p.m. the day prior to jury duty and B shift employees will be paid five (5) hours pay at their regular hourly wage, and D shift employees will be paid seven (7) hours pay at their regular hourly wage.

ARTICLE VIII - BEREAVEMENT PAY

When death occurs in an employee's immediate family, i.e., spouse, parent, parent of current spouse, child, step-child (parent-child relationship must exist), brother or sister, the employee, on request, will be excused for any of the first three (3) scheduled working days immediately following the date of death provided they attend the funeral. In the event of death of an employee's natural grandparents or an employee's step-parents, or employee's step siblings and/or an employee's spouses' stepparents, the employee will be excused from work the day of the funeral provided they

attend the funeral B and D shift employees will be excused from work at 11 00 p m the night preceding the day of the funeral

(a) A productive employee excused from work under this paragraph shall, after making written application, receive the regular hourly wage for time they would have otherwise been scheduled to work at straight time A non-productive employee will receive their schedule A pay

ARTICLE IX - GROUP INSURANCE

Sec 1 The Company agrees to make available Life, AD&D and Sickness and Accident insurance and or benefits on all eligible employees now employed and so long as they shall be regularly employed by the Company Full premiums will be paid by the Company

New hires are eligible for coverage the first (1st) of the month following nine hundred (900) hours worked

(a) Life insurance including AD&D on the employee at the following benefit levels

Effective March 2004	\$23,000.00
Effective March 2005	\$25,000.00
Effective March 2006	\$30,000.00

(b) Sickness and Accident Insurance and or benefits covering employees, at a benefit level of \$275 00/wk for disabilities commencing on or after March 1, 2004 One day of benefits is equal to twenty-five percent (25%) for A and B shift and thirty-three and one third percent (33 $\frac{1}{3}$ %) for C and D shift, of the weekly benefit Except for the one week provided for below, occupational disabilities are not eligible for coverage.

Accidental disabilities will have benefits paid from the first (1st) day of disability and sickness disabilities will have benefits paid from the eighth (8th) consecutive day of disability, both of which shall be supported by

proper medical evidence Benefits shall be paid for a period not to exceed twenty-six (26) weeks

Eligible for coverage are occupational disabilities, with benefits being paid for up to one (1) week, if such first week of disability is not paid by Worker's Compensation If both Worker's Compensation and S&A are paid for the same time period, the S&A carrier will be reimbursed by the employee

Effective March 1, 2005, Sickness and Accident benefits will be increased to \$250 00/wk Increases are for those disabilities commencing on or after respective dates of increases

Effective March 1, 2006, Sickness and Accident benefits will be increased to \$285 00/wk Increases are for those disabilities commencing on or after respective dates of increases

Sec. 2. In the event a seniority employee who is actively working should become disabled due to an alleged compensable injury or disease that occurred after February 22, 1981, and payment of Worker's Compensation Benefits are disputed and not paid, the claimant will be eligible to receive weekly disability benefits through the Sickness and Accident Insurance and or benefits Program subject to rules and regulations of such program The weekly benefit paid will be equal to what the claimant would have been receiving from Worker's Compensation had the claim not been disputed, but the weekly benefit will not exceed the S&A benefit level in effect at the time the alleged disability commenced

ARTICLE X - MEDICAL INSURANCE

Sec. 1 Effective March 1, 1993 eligible employees, their spouses and eligible dependents will be enrolled in a Comprehensive Major Medical Expense (CMME) Plan, with Preferred Care of Indiana (PCI) and Cost Guard

included The Company will pay ninety two & one half percent (92 5%) of the total monthly premium The employee will pay seven and one half percent (7 5%) of the total monthly premium The employee monthly premium will be multiplied by twelve (12) and divided by fifty two (52) and deducted weekly for current month The employee deduction from wages is pre-tax dollars subject to the Internal Revenue Code, Section 125, which is a Premium Only conversion Plan Each employee must sign an authorization form for this pre-tax deduction This plan will have a deductible for \$100 00 for a single plan and \$200 00 for a family plan The employee will pay twenty percent (20%) of the next \$2500 00 of eligible medical expenses and the insurance carrier will pay eighty percent (80%) If employees use Doctors or facilities listed in the PCI network booklet the deductible will be paid ten percent (10%) by the employee and ninety percent (90%) by the insurance carrier Also effective March 1, 2004 a Network Pharmacy only Prescription Drug Co-Pay Plan is as follows \$10 00 Name Brand, \$5 00 Generic and Mail service of \$10 00 Brand Name and \$5 00 Generic

Premium increases will be on a 92 5/7.5 co-pay basis, with the Company paying ninety two and one half percent (92 5%) of the increase

The Company, at its discretion, may change medical plan carriers at any time as long as benefits are not diminished in any way

(a) Coverage for new hires will go into effect the first (1st) of the month following completion of nine hundred (900) hours worked

Sec 2. If any employee, covered hereunder, is laid off, the Company will pay the remainder of the month of lay off, as noted in Sec 1 immediately above, after said employee's lay-off provided the employee remits their percent of the premium (by money order or certified

check) to the Company on the 1st Monday after the lay off The employee will be covered the month following lay off by remitting their percent of the premium (by money order or certified check) to the Company on the 1st Monday of the month

Future coverage will be provided as required by Federal Law (COBRA)

Sec 3. The Company will continue the payment of its share of premiums for a period not to exceed twelve (12) months for those employees who are on an approved sick leave, and twenty-four (24) months for those employees who are off because of a compensable disability if the employee remits their share to the Company by the 20th of each month

After twenty-four (24) months, the employee may continue in the Company Group at their option provided they pay one hundred percent (100%) of the monthly premium to the Company Personnel Office

Sec. 4. Effective March 1, 1979, the Dental Care Program will be made available for each eligible employee the first of the month after employee has at least one (1) year seniority and completed nine hundred (900) hours worked, their spouse and eligible children and will go into effect on an 80/20 percent basis with the Company paying eighty percent (80%) of the premium Increases will also be on an 80/20 percent co-pay basis The Company will choose the Dental Care carrier

ARTICLE XI - NIGHT SHIFT PREMIUM AND WEEKEND SHIFT EQUITY

A night shift premium of twenty-five cents (25¢) per hour on the B and D shifts will be paid on the clock hour to all employees working on shifts where more than half of the employees' regular scheduled working hours are between the hours of six (6) o'clock p.m. and six (6)

o'clock a m

Employees assigned to C or D shifts will receive an equity make up wage of up to one hour for hours worked on Friday, Saturday and Sunday only

ARTICLE XII - LEAVE OF ABSENCE

Sec 1. A personal leave of absence, not to exceed thirty (30) days may be granted by the Company, upon any reasonable request of employees Where requests for leave of absence are deemed unreasonable by the Company, such request shall be negotiated between the Company and the Union

LEAVE OF ABSENCE FOR PUBLIC OFFICE

(a) Any employee with seniority elected to public office may make written application for a leave of absence for the period of their first term of active service in such elective office Additional leaves of absence for service in elective public office may be granted at the option of local management upon written application by the employee

(b) Any employee with seniority who is appointed to a position as administrative assistance in a Congressional or Senatorial office, or to an administrative position in a State Agency or as a Labor Representative on a Community Agency, or to a Non-civil service Governmental position which is not generally available to an applicant for employment, may make written application for a leave of absence for the period of their active service in such positions, not to exceed one (1) year Such leave may be renewed at the option of local management upon written application by the employee

EDUCATIONAL LEAVE OF ABSENCE

(a) Employee veterans who have acquired seniority and other employees with seniority of one or more years who desire to further their education, may make application for leave of absence for that purpose

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months Additional leaves of absence may be granted, at the option of local management Seniority shall accumulate during such leaves of absence

(b) Employees attending work related schooling will be excused from work up to five (5) hours per week in order to attend their regular classes This program will be limited to no more than three (3) employees per shift at any one time, and only one person per department If more than one person per department requests an educational leave under this paragraph, the selection will be made based on seniority

FORMAL LEAVE OF ABSENCE FOR PERSONAL REASONS

(a) Employees requesting formal leave of absence shall first make application in writing to the Personnel Department on the form provided Such leave of absence will be granted to an employee for not more than ninety (90) days on approval of the local management when the services of the employee are not immediately required and there are employees available in the plant capable of doing their work

(b) Such leaves of absence may be extended but the approval of the manager of the plant or his representative is required in such cases Seniority will accumulate during the period of formal leave of absence Such

formal leaves of absence will not be granted and employee who is laid off and will not be extended if the employee would have been laid off had they been working during their leave

(c) Subject to the provisions of the above paragraphs, a formal leave of absence may be granted to an employee for service in the Peace Corps, and, if circumstances require, the duration of the original leave may be for a period up to thirty (30) months

LEAVE OF ABSENCE FOR UNION BUSINESS

Members of the Union elected or appointed to a position with the International Union or Local Union, the duties of which require their withdrawal from their job with the Company, shall, at the request of the Local Union or the International Union, be granted a leave of absence after the Company has been notified for periods not to exceed one (1) year. Extensions of such leaves shall be granted for successive periods not to exceed one (1) year, provided they are applied for in writing before the leave expires. During such Union leaves of absence, the employee will retain and accumulate seniority.

Sec. 1. Any Employee being elected or appointed to a position with the Union necessitating temporary leave of absence shall be granted such leave of absence by the management without loss of seniority.

SICK LEAVES

Sick leaves are automatic starting on the first (1st) full day of absence the employee sees the doctor (for a maximum of two (2) sick leaves per calendar year). The first (1st) day of the third and any future sick leave (per calendar year) will be counted as an absence. (Refer to Article XV, Sec 15) A sick leave or an extension of an

existing sick leave must be applied for within four (4) regular scheduled working days from the start of an illness or from expiration date of an existing sick leave (Refer to Article III, Section 12 (c))

GENERAL PROVISIONS

Sec. 1 Any employee granted a leave of absence shall be guaranteed re-employment on their present job, at the then current rate of pay, if there is sufficient work available which they are capable of doing and to which they may be entitled on the basis of seniority, as long as the job still exists. Seniority will accumulate during the period of such leaves.

Sec. 2. Any employee on leave may return to work in line with their seniority before the expiration of their leave providing not less than seven (7) days notice is given to management. The return within the seven (7) day period is at the option of management. Any employee who fails to return to work in accordance with the notice given, shall be considered as having voluntarily quit unless they have a satisfactory reason.

ARTICLE XIII - VACATIONS WITH PAY

Sec. 1. The number of hours of vacation time off and pay allowance to which an eligible employee shall be entitled shall be based on the employee's seniority as of January 1st of each year and the number of hours they have worked in the eligibility year.

Eligible employees who have worked at least one thousand two hundred (1200) hours in their eligibility year shall be entitled to the following vacation time off and pay allowance credit.

CHART A

For an Eligible Employee With Seniority of	Hours of Full Vac- ation Pay Allowance
Less than one year	40 based on hours shown in Chart B
One but less than three years	40
Three but less than ten years	80
Ten but less than fifteen years	120
Fifteen or more years	160

Eligible employees who have worked less than one thousand two hundred (1200) hours shall be entitled to a percentage of the full vacation time off and pay allowances credit shown above based on the number of hours they have worked in their eligibility year, in accordance with the following

CHART B

Hours Worked	Percentage of Full Vacation Pay Allowance Credit
1200	100%
1100-1199	90%
1000-1099	80%
900-999	70%
800-899	60%
700-799	50%

Vacation paychecks will be paid to the employee on or before February 1st of each year, unless employee requests before February 1st in writing that their vacation check be held until time of vacation. Employees will have the option of getting their vacation pay all at one time on or before February 1, of each year, or getting paid when vacation time off is taken (full days, multiple days, or full weeks only)

(a) Employees must notify the Company in writing by December 15 of each year to get vacation pay at the time vacation time off is taken

(b) Employees must request vacation days off with pay in writing at least one week in advance of vacations of multiple days off, and within twenty-four (24) hours for one (1) day off, (twenty-four (24) hour notice must be within the first two (2) hours after the start of the shift the day prior to vacation day requested) A copy of the request shall be retained by the employee. The employee request for vacation shall be signed by the employee's department supervisor and approved by the Superintendent

(c) Granted time off would follow the same rules as now in reference to seniority having the first chance at time off. The only exception would be if vacation time off with pay were requested and processed in advance, that person's vacation would be granted regardless of seniority

Sec. 2. Employees shall become eligible for a vacation pay allowance provided they have worked at least seven hundred (700) hours during their eligibility year. The eligibility period will be the hours from 1st pay of the calendar year through the last pay of the calendar year

Time off because of compensable injury or disease will be counted as time actually worked for the purpose of computing eligibility requirements, but not to exceed twenty-four (24) months

Sec. 3. Vacation pay allowance in each year shall be calculated on the basis of the employee's average rate of pay, not including overtime and night shift premium, in their eligibility period

Sec. 4. Employees entering military service shall receive vacation pay at the time of leaving under the provisions and rates set forth above in Section 1

Sec. 5. An employee who may have quit or been discharged and not reinstated shall not be entitled to any vacation pay, except employees retiring prior to December 31st will receive vacation pay based on the hours worked during the year of retirement, at the time of retirement

In the event of death prior to retirement, payment of vacation pay will be made to the beneficiary as stated in the employee's life insurance enrollment card

Sec. 6. Vacations shall, as far as possible, be granted at the time most desired by employee, but final right of allotment of vacation periods is reserved exclusively by the Company in order to insure the orderly operation of the plant. Where conflicts occur they shall be decided on the basis of seniority among contending parties

(a) Once vacation is granted by the Company it will not be cancelled without the employee's consent

(b) Employees will be allowed to take vacation one or more days at a time

(c) Number of employees on vacation or personal days at one time per shift as follows, except when affected by external conditions

Department Size	Number of Employees Allowed Off
1 to 5	1 person
6 to 15	2 persons
16 to 25	3 persons
26 to 40	4 persons
41 to 60	5 persons
61 to 80	6 persons
81 to 100	7 persons

ARTICLE XIV - PENSIONS

The Company Hourly Rated Employee's Retirement

Income Plan which became effective March 1, 1977 will include the following benefits

(a) Normal retirement at age 65 with the following amount paid for each year of Credited Service

March 1, 2004	\$19 00
March 1, 2005	\$19 50
March 1, 2006	\$20 00

(b) Effective October 1, 1990 Unreduced early retirement will be available at age sixty-two (62) if an employee has at least fifteen (15) years of credited service

(c) Vested Rights - Any employee terminating employment, October 1, 1989 or after, for any reason, with at least five (5) years of Credited Service, shall be entitled to vested rights

(d) Disability Benefit - Fifteen (15) years of more of Credited Service will be required for eligibility for a disability pension

(e) An employee's credited service is equal to their seniority, if any, as of October 1, 1976 to the nearest 1/12th year

(f) Effective March 1, 1993, the same medical plan available to active employees will be available to normal, early and disability retirees who have at least fifteen (15) years of credited service. For those retirees, the Company will pay up to ninety-two and one half percent (92 5%) of the premium and the retiree will pay seven and one half percent (7 5%) of the premium

Employees hired after March 1, 1996, and who subsequently retire, as noted above, the Company will pay up to forty-five percent (45%) of the premium and the retiree will pay fifty-five percent (55%) of the premium. For each additional year of credited service over fifteen (15) the retiree will pay three percent (3%) less, see the following table

Years of Service	Percent of Premium Retiree Pays	Years of Service	Percent of Premium Retiree Pays
30 or more	10%	22	34%
29	13%	21	37%
28	16%	20	40%
27	19%	19	43%
26	22%	18	46%
25	25%	17	49%
24	28%	16	52%
23	31%	15	55%

ARTICLE XV - GENERAL

Sec. 1 This Agreement shall be subject to changes that may become necessary due to Federal and State statutes, court decisions, Executive order, and properly authenticated administrative rulings

Sec. 2 Nothing herein shall permit the Union or any of its members to assume authority to officiate in a managerial or supervisory capacity

Sec. 3 Company rules and penalties have been established as of the date of the signing of this Agreement, and discipline will be administered in a fair, reasonable and timely manner. Employees shall promptly and efficiently execute the reasonable instructions and orders of the supervisor and other supervisors incident to the proper and efficient conduct of the business of the Company

It is understood, however, that the provisions of this Section 3 concerning Company rules in no way limit the right of the Company to issue such other Company rules as it desires and deems necessary. The Company will discuss with the Bargaining Committee any new rule or a change in an existing rule

Sec. 4 The Company agrees to maintain a bulletin

board in some suitable place for the use of the officers of the Union, exclusively, for posting

(a) Notices of Union recreational and social affairs,

(b) Notices of Union elections,

(c) Notices of Union appointments and results of Union elections,

(d) Notices of Union meetings

Sec. 5 The Company reserves the right to determine the nature and extent of the work and the operations to be performed by the Company, the products to be manufactured, the schedules of production and the process of manufacturing together with all designing, engineering and the controlling of raw materials, as per contract

Sec. 6. The Company shall furnish clean and adequate work gloves for all employees when necessary and it shall be the employee's responsibility to return a worn-out pair before replacements are issued

(a) Protective clothing will be made available by the Company such as aprons, sleeves, light and heavy rain-wear and various sizes of boots and coveralls

(b) The Company will pay sixty-five percent (65%) on the cost of prescription safety glasses ordered through the Company supplier

Sec. 7. All employees shall be granted one (1) ten (10) minute rest period in the first (5) hours of work and one (1) ten (10) minute rest period in the next five (5) hours of work and such periods shall be agreed upon between the Company and Bargaining Committee. Employees are not permitted to work during the rest period

C shift will have four (4) fifteen (15) minute paid break periods. D shift will have similar breaks, and the times will be determined when the shift is started

Sec. 8. The Company agrees to maintain an adequate First Aid Room and to render First Aid treatment to sick and injured employees. All foremen are to have

a basic first-aid course as soon as possible

Sec 9 Licensed vehicle drivers must have an appropriate Indiana operators license as required by law Under normal operating conditions the movement of production material that in the past has been performed by bargaining unit employees will continue to be bargaining unit work

Sec 10 Salary employees shall not perform any work, normally performed by Bargaining Unit members, other than for the purpose of instructing or demonstrating the proper method to be followed by an employee or in an emergency situation

Sec 11 This Agreement supersedes any and all prior agreements and past practices, all of which are hereby terminated

Sec. 12. Insofar as the employees covered by this Agreement are concerned, this Agreement shall be binding upon the employers successors, assigns, purchasers, lessees or transferees whether such secession, assignment or transfer be effected voluntarily or by operation of law and in the event of the employer's merger or consolidation with another company or companies, this Agreement shall be binding upon the merged or consolidated company

Sec 13 Production and maintenance work within the Plant shall not be subcontracted during either regular or overtime hours where the work is normally and usually performed by employees in the Bargaining Unit and appropriate equipment and qualified employees are willing to do such work In no event will work be subcontracted unless all employees who so desire are either scheduled to work or have been offered work Prior to the Company subcontracting work that is normally performed by the Bargaining Unit, the Company will notify the Bargaining Committee in writing of such intent and any disagreement will be subject to the griev-

ance procedure

Sec. 14 There will be a Plant Safety Team consisting of one person from each zone per shift and one member(s) of Management from each shift Members of the team will be selected from the top of each zone seniority list down It shall be the function of the team to cooperate in the observance and enforcement of all safety rules and regulations Each member will serve a term on the team for six (6) months each, with one team member rotating off each month There will be a safety inspection made each week alternating between the A, B, C and D shifts Each weekly inspection will be written up and presented to the Plant Manager, Local Union President, and shifts Safety Committeeperson and a person designated by the Plant Manager to coordinate the efforts of the Safety Teams The Safety Team will get a response as to what action has been taken to correct common safety violation within three (3) working days These responses will also be given to all of the people listed above who receive a copy of the original inspection report Within ten (10) working days if the designated person serving as the Coordinator has not received a response from the team on corrective action taken they will notify the Plant Manager so he/she can get the response taken care of

Complaints which are not satisfactorily handled by the Safety Committeeman and Supervisor may be presented as grievances for process and final determination through the grievance procedure of this Agreement The company also agrees to pay the Safety Committee for time spent in Monthly Safety Meetings and for time spent consulting with and accompanying Federal and/or State Inspectors during the course of their inspections and for investigating and writing safety complaints

(a) Alternate Safety Committeepersons to function when regular Safety Committeepersons are absent

Sec 15 Absentee Policy

(a) All absences will be charged against employees except vacations, holidays, leave of absence, sick leave, jury duty, bereavement pay, forced military service, lay-off, industrial injuries, death of grandchildren on day of funeral, spouse's natural grandparents on day of funeral and train crossing next to the plant

(b) Calendar year, all points drop December 31st of each year Allows thirteen (13) (total absences) + 2 Dr slips 27 points will be dismissal

Absent = 2 points

Late up to 2 hours from start of shift = 1 point

Leave early up to 2 hours prior to end of shift = 1 point

18 points = written warning

22 points = final written warning

27 points = termination

Two (2) emergency vacation days may be taken from employee's eligible vacation time

Perfect attendance bonus = \$750 00, payable 1st pay of following year

After January 1, of each year, valid Doctor slips will excuse employees on the first (1st) day of absence up to a maximum of two (2) times When further Doctor slips are submitted, the first (1st) day of each Doctor slip will count as an absence and points will be added (Refer to Article XII – Sick Leave)

Sec. 16 This agreement shall remain in force until 11 59 p m February 28, 2007 and thereafter for successive periods of sixty (60) days unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall be the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by

either party have been disposed of by Agreement or by withdrawal by the party proposing amendment

Sec. 17 The Company may adopt, amend, or rescind any one (1) or more Gain Sharing Program(s) affecting any group of employees, provided that such programs are in addition to (not in place of) all wages and benefits provided for in this agreement Compensation will be distributed equally among all employees, and shall not be included as gross annual earnings for vacation pay purposes

It is understood that the Bargaining Committee will be advised and have the opportunity for discussion and input prior to the adoption, amending or rescinding of any Gain Sharing Program

Any Programs adopted or amended will not circumvent this agreement in any way Any Gain Sharing Program(s) may be terminated by mutual agreement

Sec. 18. The Company and the Union recognize that during the period of this agreement certain issues may come up that were not anticipated prior to the signing of this agreement Both parties agree to discuss such issues and make such modifications as mutually agreed, and ratified by the bargaining unit

IN WITNESS WHEREOF the parties hereto have set their hands on this 1st day of March, 2004
OXFORD AUTOMOTIVE, INC

Dave Stonehouse Jerry W Williamson

Jeffrey Deaton

Reeder Singler, Director, Labor Relations

INTERNATIONAL UNION, UNITED AUTOMOBILE, AERO-SPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, AND LOCAL 1763

Brian C Pursell

Jason M James

Robert M Means

James L Wagoner

John R Messer, Int Rep, UAW

Terry Thurman, Regional Dir, UAW

Thomas E Fowler, II

Kevin P Chambers



Reassigned 3-1-04

November 30, 1998

Steven A Long, President, UAW Local 1763

This agreement is between Oxford Automotive, Inc and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local 1763 in settlement of Grievance DC 81977

The parties agree that the letter of agreement on employees giving one hours notice, does not apply to scheduled overtime when the entire plant is not scheduled to work and the employee has not requested a replacement in accordance with Article V, Sec 6 of the Collective Bargaining Agreement. If the employee has requested a replacement and no replacement is available the hours notice will apply

Steven B Seketa, Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

Per our discussion during 1987 Contract negotiations an understanding was reached concerning ART V, Sec 3, as follows

Machine Repair is introduced into the 1987 Work agreement for the sole purpose of Bargaining Unit employees to qualify for Journeyman Cards for Machine Repair. In no way does this affect normal functions of that department

Steven B Seketa
Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

Per our discussion during new Contract negotiations for 1999, an understanding was reached concerning ART VIII as follows

The Company will give consideration to granting unpaid bereavement time when lengthy travel time is required as covered in the first paragraph of Article VIII

Steven B Seketa
Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

During the 1999 Contract negotiations, which lead to a new Collective Bargaining Agreement between Oxford Automotive, Inc and UAW Local 1763, the following understanding was reached

The Union would not protest unequal or discriminatory treatment on penalties when the Company instituted balance of shift and days for disciplinary reasons

Steven B Seketa

Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

As a result of discussion during the 1999 Contract negotiations the Company agreed that a Union Representative will not be threatened or disciplined for leaving their job assignment to investigate, write or discuss grievances when proper notification has been given to supervisors

Steven B Seketa

Plant Manager

Confirmed

Steven A Long

President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

Per our discussions during 1999 Contract negotiations it was understood that when an employee gives an hours notice, that within the first one-half hour an employee may change his mind and stay, but after the first half-hour the Company has the right to make the employee leave

An hours notice will not be accepted until two (2) hours after the start of the shift, unless an employee has made arrangements to leave early for prearranged appointments

Furthermore, on voluntary overtime no hours notice will be accepted

Steven B Seketa, Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

Per our discussions during new Contract negotiations for 1999, it was agreed that the Company would continue to replace broken and worn out tools for the Machine Shop employees

Steven B Seketa, Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

During the 1999 Contract negotiations, which lead to a new Collective Bargaining Agreement between Oxford Automotive, Inc and UAW Local 1763, the following understanding was reached

The Union would not request pay under the provisions of Article V, Sec 6, for employees whom the Company was unable to contact as a result of a telephone call requesting that they come in to work

Steven B Seketa
Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

During 1999 Contract negotiations the Company agreed to provide the space and the Union agreed to supply the material for a Union work center

If the work center is abused and not used for purposes that the parties have intended, the Plant Manager and Local President will close the center

Steven B Seketa
Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President

UAW Local 1763

During 1999 Contract negotiations the Company and Union agreed to the following

Both parties agreed that employees excused from work due to ice, snow, and flood will be on a person by person basis

Steven B Seketa
Plant Manager

Confirmed

Steven A Long

President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President

UAW Local 1763

Per our discussion during new Contract negotiations for 1999, it was agreed that if a dispute over medical verification arises the Company will contact the Physician of record when discharge of the affected employee is at issue

Steven B Seketa
Plant Manager

Confirmed

Steven A Long

President, UAW Local 1763



Reassigned 3-1-04 November 30, 1998
Steven A Long
President, UAW Local 1763

During the 1999 Contract negotiations it was agreed that all Union Business (excluding monthly membership meetings) away from the plant will be counted as clock hours worked with points earned as such

Steven B Seketa
Plant Manager

Confirmed
Steven A Long
President, UAW Local 1763



Reassigned 3-1-04 November 30, 1998
Steven A Long
President, UAW Local 1763

This will confirm that during the negotiations recently concluded that, On or about January 1, 1997, at the Company's discretion, Greencastle will start up a "D" shift This shift is to be a night shift on Friday, Saturday and Sunday Prior to this shift being started the Company and the Union will meet to discuss the details of the startup Issues to be decided will be such issues as start times, stop times, breaks and lunch times

Steven B Seketa
Plant Manager

Confirmed
Steven A Long
President, UAW Local 1763



Reassigned 3-1-04 November 30, 1998
Steven A Long
President, UAW Local 1763

Dear Mr Long

During 1996 contract negotiations it was agreed that the Company will develop a Greencastle Plant Retirement Savings Plan 401(k) The Plan will have these features

- 1 Ability of the employee to save pre-tax dollars from one percent (1%) to fifteen percent (15%) of base forty (40) hour pay
- 2 A Company match of twenty-five percent (25%) on the first six percent (6%) of base forty (40) hour pay
- 3 Vesting of the Company match twenty percent (20%) per year over five (5) years Forfeiture will be used to reduce future Company contributions
- 4 Investment of Employee and Company contributions in any of the available investment funds listed as selected by the employee
- 5 Quarterly change dates where employees can change the amount of their contributions Daily valuation which permits employees to redirect their contributions
- 6 Company sponsorship of the Plan to include payment of administrative and record keeping fees Employees will pay fees for quarterly statements and the normal investment fees associated with their specific investments
- 7 The appointment of an outside Trustee to handle the investment of funds
- 8 A loan feature to enable employees to borrow his/her funds from the Plan Loans must be for a minimum of \$1,000 00 and cannot be for more than fifty percent (50%)

of the employees contribution. There may be only one loan at a time and loans must be repaid with the interest rate determined by the Committee (must be equal to interest on loans available from banking sources) through payroll deduction. A loan fee of \$50.00 will be paid at the origination of the loan and for each year the loan is outstanding. Loans may not exceed five (5) years.

9 Other access to funds is limited by hardship rules established by the Internal Revenue Service.

10 Funds in the Retirement Plan grow tax deferred while in trust. The funds contributed by employees are always fully vested and payable to the employee in the event of termination of employment. There may be tax consequences of any withdrawal including when an employee terminates employment.

11 A Committee of four (4) employees, consisting of two (2) Union members and two (2) Management members, one of whom will be the Human Resources Manager, to handle administrative decisions associated with the Plan.

12 Approval of the Plan by the Internal Revenue Service. The Company will pay for filing fees.

13 Compliance with all tax laws and government rulings affecting such plans.

It is recognized that the many details of a 401(k) Retirement Savings Plan must be worked out by mutual agreement of the Company and the Union with input from the Bargaining Committee.

If you concur, please so signify below.
Sincerely, Steve Seketa, Plant Manager

I Concur

Steven A. Long, President, UAW Local 1763



Reassigned 3-1-04

Steven A. Long

President, UAW Local 1763

November 30, 1998

During the 1999 contract negotiations the following understanding was reached concerning the addition of weekend shifts, hereafter called the C and D shifts.

The Company intends to begin the C shift no earlier than April 1, 1996 and the D shift no earlier than January 1, 1997. Through December 31, 1996, staffing for the C shift will come from volunteers from the A and B shifts first and then new hires as needed.

After January 1, 1997 employees for C and D shifts will be selected as follows. There may be a maximum of ten percent (10%) of the work force, employed as of December 4, 1995, who can be bumped to the C or D shifts. Volunteers will reduce the number of personnel who will be required to be bumped to the C and D shifts. New hires or volunteers may increase the number of employees on the C and D shifts up to a maximum of forty percent (40%) of the total work force. For example, if five percent (5%) of the people employed as of December 12, 1995 volunteer for the C and D shifts, only five percent (5%) of current employees would be bumped to C and D shifts.

The composition of the C and D shifts will be determined by the Company. (Example: If the needs of C shift require only fifteen (15) production and combinations of five (5) schedule A and skilled trades employees and there are twenty-five (25) production employees who volunteered and no skilled trades or schedule A employees volunteered, this would not prohibit the Company from bumping the needed number of schedule A and skilled trade employees to C shift.)

No more than forty percent (40%) of the total work force can be on the combined weekend shifts

Steven B Seketa, Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long, President, UAW Local 1763

Subject Alternates

This will confirm our discussion during 1999 contract negotiations about the use of alternates for overtime purposes only. A list asking for volunteers who would be willing to be alternates will be posted on the following jobs: Handwelder, Crane Operator, Press Set Up, Lift Truck Driver, Minster Operator, Blanker Operator, Welder Set Up, Autophoretic Set Up and System & Effluent Technician. Alternates will function by the following guidelines:

This will not apply during the normal workweek and/or when an entire department is scheduled for overtime.

1. There will be two (2) alternates per job, per shift listed above. If more than two sign the alternate sheet, the alternate will be selected by seniority if qualified; if not qualified they will be trained and retained as alternates if they are capable of performing the work within thirty (30) working days, as per article III, section 9.

2. Alternates will be used by seniority and availability. If no alternates are available, the low senior employee who is qualified will be scheduled.

3. If a bid job listed above is running, that employee will not be used as an alternate.

4. Alternates will function as per overtime provi-

sions of the contract

5. Alternates will function for a minimum of twelve (12) months, except for the alternates for Autophoretic Set Up and the System & Effluent Technician, which will function for a minimum of twenty four (24) months.

Employees who are already alternates for Autophoretic Set Up and System & Effluent Technician will remain as alternates unless they request to be removed.

Steven B Seketa, Plant Manager

Confirmed

Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Memo of Understanding between Oxford Automotive, Inc., and UAW Local 1763 concerning employees going to Customer to perform some type of service.

CUSTOMER SERVICE

Volunteers (Customer Service Representatives) for making visits to assembly plants to address customer concerns, rework, sort parts and etc. will have the following qualifications:

1. Be able to communicate and assess the customer's needs.

2. Have a working knowledge of SPC.

3. Have the technical knowledge and skills to check dimensions, tolerances and the visual quality of the part or parts in question.

4. Be able to communicate back to local plant management in technical terms the concerns of the customer (Example: Outboard, aft and etc.).

5. Be capable of performing the work required to

satisfy the customer's concerns (Example. hand welding, packing, sorting and etc)

6 Have the availability of a major credit card in order to be able to rent a car if needed and for other unforeseen emergencies

7 Have the flexibility to be gone longer than the predetermined time in case a more serious problem exists or is detected than originally planned for

8 Be neat in appearance and cooperative with the customer

A sign up sheet will be posted in each department for two weeks for the purpose of allowing employees to sign their names to volunteer for these assignments

Volunteers will be selected based on the above qualifications and an interview with the plant manager, quality manager and or their designated representatives

Selection of employees for each assembly plant visit will be based on their particular knowledge, expertise and qualifications and seniority for a particular part or problem. When no particular employee has a knowledge of the problem the person(s) will be selected by department and seniority. The Company will determine when there is a need for hourly representatives to be sent to any assembly plant

Overtime for hourly employees conducting business, as representatives of the Company, away from the Greencastle plant will supersede all overtime sign up sheets

Once an employee is selected as a customer service representative of Oxford Automotive (Greencastle), your name will remain on the list of volunteers until you ask to be removed or are removed for good cause by the plant manager or his representative

Steven B Seketa, Plant Manager
Confirmed Steven A Long, President, UAW Local 1763



Reassigned 3-1-04

November 30, 1998

Steven A Long

President, UAW Local 1763

During 1999 contract negotiations the Company and Union agreed that at the implementation of the new contract, that the Self-Directed Team concept will be implemented at the same time

The Plant Manager and the President of UAW Local 1763 will appoint a development team. This team will be made up of, one (1) production employee from each shift, one (1) skilled trades employee, one (1) press set up employee and three (3) management personnel, also the Plant Manager and the President of Local 1763 or their designated representatives will be members by virtue of their positions. Attendance at all development meetings is mandatory

The development team will have the responsibility of setting up the team concept, training, developing the original working design and details of implementation. The development team will have a mandate of implementing the 1st team two (2) months after contract implementation, with a time table of when other teams are to be developed and when the entire plant would be completely self directed teams

Once the development team completes the organization and structure of how teams will function and has in place a plan of complete implementation, they will hand off the responsibility to an administrative team, (make up TBD by the Plant Manager, President of Local 1763 and the development team). The administrative team will follow through and insure the timetables and organizational mandates of the development team are carried out

Teams may have an impact on some non-production groups. If so, these employees will be assigned other work either as a team member or some other task.

Examples of what some team goals could be as set forth by the Development team:

- 1 Reduce scrap
- 2 Reduce rework
- 3 Problem solving
- 4 Continually improve the process
- 5 Meet weekly to resolve problems and discuss improvements. Meeting minutes to be given to Plant Manager, President of Local 1763 and Continuous Improvement Coordinator

6 Minor setup work may be performed by teams

7 Write & Track work orders, Complete time cards, Deal with rotation issues, Run constructive team meetings & maintain meeting minutes, Request & justify needed training, Bring IDL support personnel in as necessary, Know and adhere to all safety regulations and procedures, Know and adhere to all quality related procedures

8 Set productivity/efficiency gains and/or goals with a projected date for meeting goals and continuous improvement to meet goal. Once goal is met, set another goal, etc. Time periods to be set by development team.

We the Company and Bargaining Committee acknowledge that we have not had a formal team concept in the past, therefore it may become desirable, or necessary to revisit this topic in the future. If it appears that such realignment is necessary, any changes and or deletions will be made by mutual agreement between the two parties.

Steven B. Seketa, Plant Manager

Confirmed

Steven A. Long, President, UAW Local 1763

OXFORD AUTOMOTIVE, INC.

RULES & REGULATIONS

Company rules and the penalties the Company may impose for violation thereof are as follows:

1 Ringing clock card of another or failure to ring own clock card

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

2 Poor workmanship, making scrap or rework

- (1) Warning in writing
- (2) Warning in writing
- (3) 1 week layoff
- (4) Discharge

3 Injurious or dangerous pranks (horseplay, scuffling, running, or riding on hand or gas operated lift truck)

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

4 Fighting on Company premises (quarreling not recognized as fighting)

- (1) Discharge

5 Employees must punch out when leaving Company property at any time during working hours except on Company business

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

6 Immoral conduct or indecency

- (1) Discharge

7 Theft or misappropriation of property of employees or of the Company

- (1) Discharge

8 Abuse, misuse or deliberate destruction of Company property, tools, equipment, or the property of employees in any manner

(1) Discharge

9 Disregard of safety rules or common safety practices

(1) Warning in writing

(2) 1 week layoff

(3) Discharge

10 Smoking in no-smoking area

(1) Warning in writing

(2) 1 week layoff

(3) Discharge

11 Failure to report personal injury or accident immediately to supervisor and then report to first aid

(1) Warning in writing

(2) 1 week layoff

(3) Discharge

12 Falsification of personnel or other records

(1) 2 week layoff

(2) Discharge

13 Refusal to obey reasonable orders of supervisor or other designated Supervisor

(1) 1 week layoff

(2) Discharge

14 Leaving department without permission

(1) Warning in writing

(2) 2 week layoff

(3) Discharge

15 Employees wasting time, loitering, or visiting

(1) Warning in writing

(2) 1 week layoff

(3) Discharge

16 Eating, drinking of beverages except at designated break or lunch periods

(1) Warning in writing

(2) 1 week layoff

(3) Discharge

17 Possession and/or use of any alcoholic beverage or controlled substance on Company property at any time Reporting for work under the influence of alcohol or a controlled substance, or when suffering from alcoholic hangover or an unsafe condition resulting from usage of a controlled substance or alcoholic beverage

REFER TO COMPANY DRUG & ALCOHOL POLICY

18 Restricting output and not making 100% standard or better

(1) Warning in writing

(2) 2 day layoff

(3) 1 week layoff

(4) Discharge

19 Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time Unauthorized distribution of literature, written or printed matter of any description in working areas or during working time

(1) Warning in writing

(2) 2 week layoff

(3) Discharge

20 Failure to be in department ready to begin work when signal is sounded (at beginning of shift, end of break period, end of lunch period) unless granted permission by immediate supervisor

(1) Warning in writing

(2) 1 week layoff

(3) Discharge

21 Repeated absence or being late for work without notifying Company without a satisfactory reason (Phone 658-2421, Personnel Dept - days) (Security 658-2405)

- (1) 18 Points = First written warning
- (2) 22 Points = Final written warning
- (3) 27 Points = Discharge

22 Conviction of a felony

- (1) Discharge

23 Distracting the attention of others, or causing confusion by shouting, cat-calls, or demonstrations in the plant

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

24 Creating or contributing to unsanitary conditions, or throwing refuse or objects on the floor or out the windows

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

25 Unauthorized operation of machines, tools, or equipment

- (1) Warning in writing
- (2) 2 week layoff
- (3) Discharge

26 Posting or removal of notices, signs, or writing, in any form on bulletin boards or Company property at any time without specific authority of Management

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

27 Abusive language to any employee or supervision

- (1) Warning in writing
- (2) 2 week layoff
- (3) Discharge

28 Making preparations to, or quitting work before the signal is sounded

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

29 Failure to obtain proper Company authorization before receiving professional medical treatment for an industrial injury

- (1) Warning in writing
- (2) 1 week layoff
- (3) Discharge

30 Carrying a handgun, firearm, or prohibited weapon of any kind onto the property of the company outside of their vehicle regardless of whether the employee is licensed to carry the weapon or not See posted Company Policy for complete rule

- (1) Discharge

FAILURE TO COMPLY TO ANY OF THE ABOVE RULES WILL RESULT IN DISCIPLINARY ACTION BY THE COMPANY

A COMMITTEEMAN SHALL BE PRESENT WHEN DISCIPLINE IS IMPOSED AND SHALL BE IN WRITING

PER ART XV, SECTION 3, COMPANY RULES ARE NOT NEGOTIATED AND MAY BE CHANGED AS THE COMPANY DEEMS NECESSARY

2004

January	February	March	April
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6	1 2 3
4 5 6 7 8 9 10	8 9 10 11 12 13 14	7 8 9 10 11 12 13	4 5 6 7 8 9 10
11 12 13 14 15 16 17	15 16 17 18 19 20 21	14 15 16 17 18 19 20	11 12 13 14 15 16 17
18 19 20 21 22 23 24	22 23 24 25 26 27 28	21 22 23 24 25 26 27	18 19 20 21 22 23 24
25 26 27 28 29 30 31	29	28 29 30 31	25 26 27 28 29 30
May	June	July	August
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5	1 2 3	1 2 3 4 5 6 7
2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14
9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21
16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28
23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31	29 30 31
30 31			
September	October	November	December
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1 2	1 2 3 4 5 6	1 2 3 4
5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
26 27 28 29 30	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31

2005

January	February	March	April
<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1	1 2 3 4 5	1 2 3 4 5	1 2
2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12	3 4 5 6 7 8 9
9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16-17 18 19	10 11 12 13 14 15 16
16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26	17 18 19 20 21 22 23
23 24 25 26 27 28 29	27 28	27 28 29 30 31	24 25 26 27 28 29 30
30 31			
May	June	July	August
<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31
		31	
September	October	November	December
<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1 2 3	1	1 2 3 4 5	1 2 3
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
	30 31		

2006

January	February	March	April
<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1 2 3 4 5 6 7	1 2 3 4	1 2 3 4	1
8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8
15 16 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25	16 17 18 19 20 21 22
29 30 31	26 27 28	26 27 28 29 30 31	23 24 25 26 27 28 29 30
May	June	July	August
<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1 2 3 4 5 6	1 2 3	1	1 2 3 4 5
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29 30 31	27 28 29 30 31
September	October	November	December
<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>	<u>S</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u>
1 2	1 2 3 4 5 6 7	1 2 3 4	1 2
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 29 30	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30 31

2007

January	February	March	April
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AGREEMENT

JANUARY 23, 1999

JANUARY 23, 2005

OXFORD AUTOMOBILE and LOCAL 2289

International Union
United Automobile, Aerospace
and Agricultural
Implement Workers of America

EXHIBIT

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INDEX**Article I**

Recognition 1

Union Initiation 2

Management Rights 2

Union Dues 3

Article II

Representation 4

Bargaining Committee 4

For Stewards 5

Article III

Seniority 5

Probationary Employees 5

Temporary Layoff 6

Indefinite Layoff 7

Inverse Seniority 8

Return Rights 9

Job Posting 10

Testing 10

Trial Period 11

Team Signup 12

Assignment Outside Classification 13

Loss of Seniority 14

Recall from Layoff 14

Military Leave 15

Shift Change 16

Departure of Seniority 16

Address Notification 16

Light Duty 16

Compensable Injury 17

Article IV

Grievance Procedure 17

Supervisor Response 17

Grievance Meeting 18

Arbitration 19

Article V

Time Requirements 20

Wages and Hours 23

New Hire Wages 23

Production Classifications 23

Wage Increases 24

Article V

Standards 24

Chart A Classifications 31

Annual Increases 32

Overtime 33

Shift Times 34

	Pay Day	34
	Work Week	34
	Overtime Sign Up	35
	Fill In Employees	35
	Three Consecutive Weekends	36
Article V	Holidays	36
	Holiday Pay	34
Article VI	Jury Duty	38
Article VIII	Bereavement	39
Article IX	Insurance	39
	Sickness and Accident	40
	Life, AD&D	40
	Health Insurance	40
	Employee Assistance Program	43
Article X	Leave of Absence	43
	Sick Leave	40
	Public Office Leave	45
	Educational Leave	45
	Union Business Leave	45
Article XI	Vacations	46
Article XII	Pension Plan	48
	401K Plan	50
Article XIII	General	50
	Safety Glasses	52
	Rest Period	52
	Emergency Situations	53
	Tuition Reimbursement	54
	Training	54
	Safety Committee	54
	Memos of Understanding	
	Inventory	56
	Agree to Mediate	56
	Plant Shutdowns	56
	Vacation Hours Earned	57
	Line Rotation	58
	Emergency Situations	58
	Fill In Employees	59
	Plant Rules	61

AGREEMENT

THIS AGREEMENT, made and entered into the 23rd day of January 1999 between Oxford Automotive Of Corydon, Indiana, hereinafter referred to as the Company, and INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, and AGRICULTURAL, IMPLEMENT WORKERS OF AMERICA, UAW, and its local No 2289, hereinafter referred to as the Union to cover only the employees of the Corydon plant of the Company. The Company agrees that the recognition now tendered to the International Union United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), as exclusive Bargaining agent for its present plant at Corydon, Indiana, in regard to wages, hours and other terms and conditions of employment shall be extended to cover any future plants or operations established by the Company at its present location.

WITNESSETH

In consideration of the mutual undertakings and Agreements hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows

Section 1 The Company agrees to recognize the Union as the sole collective bargaining agency, on the matters of wages, hours and working conditions for the duration of this Agreement for its Production, Machine Repair, Tool and Die Repair, Weld Inventory attendants, Weld Technicians and Crib Attendants with the specific exception of Office Personnel, Supervisory Personnel, Quality Control Technicians, Scale Personnel, Time Study Personnel, Plant Clerical Personnel, Engineers, Security Guards and Supervisory Personnel having the right to hire or discharge workers or effectively recommend the same. Jobs, duties, functions or work presently being or heretofore having been performed by employees covered by this Agreement, or jobs, or accomplishing the same or substantially similar or comparable purposes, shall not be performed during the life of this Agreement by anyone excluded under this section, except by mutual Agreement of parties.

When a new classification is added or an old classification is changed involving production, or maintenance work of any kind, covering jobs, duties, functions or work not presently being or not having been performed by employees covered by this Agreement, or covering jobs, duties, functions or work not substantially similar or not comparable purposes, the Union will be notified and at the request of either party, negotiations will take place as to whether jobs, duties, function or work should be in the included or excluded group.

If no agreement is reached, the Union at its discretion may notify the Company of its intent to strike within five (5) days of such notice.

Section 2 The Company agrees to enter into collective bargaining with the accredited representatives of the properly specified employees as noted in Section 1 above for the purpose of settling grievances or disputes which may arise to wages, hours, and working conditions for the duration of this Agreement in the manner provided hereinafter.

Section 3 The term "Employees" for the purpose of this Agreement shall include all Production, Machine Repair, Tool and Die Repair, Weld inventory attendants, Weld Technicians and Crib Attendants of the Company and shall exclude Office Personnel, Supervisory Personnel, Quality Control Technicians, Scale Personnel, Time Study Personnel, Plant Clerical Personnel, Engineers, Security Guards and Supervisory Personnel having the right to hire and discharge workers or effectively recommend the same.

Section 4 The Union agrees to recognize the sole right and responsibility of the Company to hire, suspend or discharge employees for just cause, to promote or demote, maintain order and efficiency, determine the nature of employment, determine the hours of employment subject to the grievance procedure, direct the work force, relieve employees from duty for lack of work or other legitimate reasons provided the aforesaid rights are not used for purposes of coercion or discrimination in violation of any of the provisions of this Agreement.

Section 5 The Company agrees that there shall be no discrimination against employees on account of membership in the Union. The Union agrees that neither the Union nor members will intimidate or coerce any employee in respect to Union activities or membership in any manner or at any time, and further there shall not be solicitation of the employees for Union membership on Company time. The Company will initiate the check-off membership cards complete except for date at time of hire and hold to be forwarded to the Union at the end of the employee's probationary period.

Section 6 The Company and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, national origin or sex in the applications of the provisions of this Agreement.

Section 7 Each hourly employee within the bargaining unit who on the effective date of this Agreement is a member of the Union in good standing and each employee who becomes a

member thereafter, shall as a condition of employment, maintain his membership in the Union. Each hourly employee hired on, or after the effective date of this Agreement, shall as a condition of employment and following the completion of his probationary period, acquire and retain membership in the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of this Agreement.

Section 8 During the term of this Agreement, the Company shall deduct on the second (2nd) payday following the first (1st) day of each month from all employees who voluntarily inform the Company in writing on forms provided for that purpose by the Union that they have authorized such deduction, the initiation fees and Union dues levied by the Union in accordance with its Constitution and By-laws. The Company will transmit to the Financial Secretary of the Union the total deductions from the pay of all employees contained on the list of members. The Company will submit to the local Union a monthly record of those employees from whose earnings deductions have been made together with the amount of such deductions. The Union shall give the Company written notice within twenty (20) days of any discrepancies between the monthly remittance made by the Company and the remittance shown due by Union records.

Section 9 In cases where a deduction is made which duplicated a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

Section 10 The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the Company for the purpose of complying with the provisions of preceding Section 1 of this Article, or in reliance on any notice given by the Union to the Company with respect to the employee's membership status in the Union.

ARTICLE II - REPRESENTATION

Section 1 The Company agrees that there shall be a Bargaining Committee consisting of four (4) members, one member will be selected as Chairman, and will be recognized by the Company for all purposes of this Agreement. The Bargaining Committee will consist of the President, Vice-President, Recording Secretary, and Financial Secretary chosen as the Union sees fit.

Section 2 The Company agrees to meet with Bargaining Committee once each month on the 3rd Tuesday, (1 00 PM - 3 30 PM) if necessary, for the purposes of settling grievances. The Company shall pay the President for one (1) hour of preparation, immediately prior to the scheduled monthly meeting. A special meeting may be called by the Company, or Bargaining Committee in case of disciplinary lay-off, suspension, discharge, production disputes, or by mutual Agreement of the President and Plant Manager or their designated representative. Request for special meeting must be submitted in writing and shall state reason for such request. Meetings requested by either party will be held within 24 hours of receipt of written notification exclusive of Saturdays, Sundays, and Holidays.

Section 3 Members of the Bargaining Committee and Stewards shall be paid for the time spent investigating and negotiating grievances and on new contract negotiations. Non-production employees will be paid their regular wage rate. Production employees will be paid their hourly production wage.

Section 4 The Union will keep the Personnel Office informed in writing of the individuals currently comprising the Bargaining Committee and Stewards, and in like manner the Company will keep the Union informed in writing of the individuals currently comprising the Management by department.

Section 5 A shift will be entitled to one representative for each thirty (30) employees, or fraction thereof. When the shift war-

rants additional representatives the Union will select a steward(s), as they see fit. If a third shift is started the Union will select a steward(s) as they see fit and the shift warrants. In order to provide Union representation the local Union President will appoint a temporary Union representative to fill vacancies as they occur.

Section 6 The members of the Bargaining Committee will hold top seniority in their classification on their shift.

FOR STEWARDS ONLY

They cannot be bumped to another shift while holding office, but can be transferred by natural seniority to another classification on a daily basis. The Steward will be retained at work for representation, on a voluntary basis, if five (5) or more employees are working in their area of representation. The union steward will retain natural seniority for all other purposes.

Section 7 When there is a reduction in the number of Stewards due to a decrease in the work force, the Steward(s) no longer serving as a representative will revert to natural seniority.

Section 8 When overtime is worked on Saturday and/or Sunday and/or Holidays the Union Representative will be offered work when more than five employees are working in their area of representation.

ARTICLE III - SENIORITY

Section 1 Employees shall be regarded as probationary employees for the first Seventy (70) days worked during a period of six (6) continuous months, after which time they shall be placed on the seniority list. Seniority shall start from the last date of hiring.

The Union agrees to assume no responsibility for layoff or discharge until the employee has attained seniority.

Section 2 The Company will prepare and keep up to date, the seniority list, and agrees to furnish the President three (3) copies at the beginning of each month. The Company shall post a seniority list on the central bulletin board in the time clock area at the beginning of each month. The seniority list cannot be changed after it has been posted for more than ten (10) days, except for typographical errors.

Section 3 The President, Vice President, Recording Secretary and Financial Secretary, for purposes of being retained at work, shall have top seniority in the plant during an indefinite layoff, and on their shift during a temporary layoff (in addition to Article II, Section 6).

The Steward(s) for purposes of being retained at work, shall have top seniority in their area of representation, for temporary layoffs.

Section 4 In layoffs and recalls seniority shall prevail as hereinafter set forth.

Section 5 During a temporary layoff which does not exceed four (4) consecutive work days, within a work week, employees will be retained on their shift in their classification by seniority.

During such temporary layoff employees will be permitted to volunteer for temporary layoff by oldest seniority first by classification on their shift, provided, however, the remaining employees on the shift have the necessary skills to perform the available work with a minimum amount of training. Reverse seniority provisions will only be applicable in temporary layoff of a full shift or more. If a temporary layoff lasts a full day or longer the Company will notify the Union in writing, of the reason.

The following shall apply in case of a temporary layoff

- (a) Employees in the classification being reduced may elect to take the layoff. Reverse seniority will apply. If the comp-

ny's/layoff requirements are not met then

- (b) The Company will solicit employees on the same shift who may elect to take the layoff in which case
- (c) Selection will be made by seniority and shift, provided, the remaining employee(s) have the necessary skills, and qualifications, to perform the available work Senior employees will be laid off until the layoff requirements are met The remaining employees will fill any vacancies
- (d) Failure to acquire a sufficient number of employees to fill the layoff requirement the company will layoff employees in the affected classification and shift

This section shall also apply to layoffs caused by the need to take inventory or customer model changeovers

In the event employees are laid off in accordance with this section, management will attempt to place employees affected on other work with a minimum amount of instruction The Union recognizes the right of the Company to retain, out of line of seniority, those employees with the needed ability to perform the necessary work in an orderly and efficient manner

Section 6 In the event of an indefinite reduction in force, will take place as follows

- (a) Probationary employees will be laid off first
- (b) Seniority employees will be laid off from the bottom of their respective seniority lists Machine Repair , Electrician, Tool & Die Repair, and Welder Technician, Janitor and Oilier, employees will each have separate

seniority from other employees The seniority of the Machine Repair , Electrician, Tool and Die Repair, Oilier, Janitor, and Welder Technician employees will each be separate from each other, and not inter changeable with, seniority of other employees All employees transferred to Machine Repair, Electrician , Tool and Die Repair, and Welder Technician positions will have seniority as of the date of entry into those respective classifications All Machine Repair, electrician, Tool & Die Repair, and Welder Technician employees transferred to other jobs will have seniority as of the date of entry However, employees may, at their option, exercise inverse seniority in their department and classification for indefinite lay-off Inverse seniority lay-off of at least but not more than 30 calendar days may be granted (except in cases where the return date is adjusted to the Monday nearest the 30 day limit) based on advanced discussions with the bargaining committee and subject to the company's approval Indefinite inverse layoffs will occur from departments and classifications where initial reductions are taking place The company also reserves the right to call inverse seniority laid off employees back prior to the expiration of their 30 day layoff when warranted Return rights will be honored for those employees who choose inverse layoff Should an employee wish to extend their initial 30 day layoff period, they must notify the Human Resources department in writing of their request at least five days prior of the end of their layoff period

An employee shall retain all accrued seniority in any of the

seven (7) seniority groups. This retained seniority may be exercised at the time of an indefinite lay-off by bumping into a seniority group where retained seniority is held. An employee must make a decision within twenty-four (24) hours following notification of lay-off whether to accept the lay-off or bump to another seniority group. Once this decision is made, it is final.

Should an opening occur in a seniority group to which a laid off employee has accrued seniority, the company will offer the opening to the laid off employee in accrued seniority order. A refusal by the employee will not affect his recall rights to the seniority group he was in at the time of lay-off.

- (c) Employees who are transferred to another classification as a result of a reduction in their classification will carry their seniority for all purposes. They may sign return rights to the job classification from which they were moved provided they have been in such classification for a period of at least sixty (60) calendar days. They must sign return rights within five (5) working days after being transferred. An employee may hold return rights to only one (1) classification at a time. Any employee laid off "into the street" may not sign and will lose any existing return rights. Return rights will expire 6 months after signing.

Section 7. Recalls shall be made in the reverse order of indefinite layoff per sec 6 above, provided such employee is able to perform the work.

Section 8 When a permanent transfer is made, the Personnel Office will designate the transfer in writing and a copy shall be given to the affected employee immediately after the job requirements are met.

Section 9 The term "reduction in force" in this Agreement means that the work force is being reduced due to employees

being severed from the payroll. In a "reduction in force" situation the provisions requiring job posting are suspended for the purpose of filling these vacancies by transfers in connection with these layoffs.

Section 10 When a vacancy occurs in any classification except as noted in sec 9 above, the vacancy(s) will be posted on the central bulletin board for four (4) working days. Vacancies will be posted by "classification and related work". Seniority employees may bid for such jobs at the Personnel Office. The vacancy(s) will be filled in the following manner:

- (a) An employee who bids on a vacancy and has return rights, and then refuses selection, their return rights will be voided. If an employee with return rights does not bid on a vacancy, return rights will not be voided. An employee who is on sick leave may not bid on job posting, unless the employee's return to work date is on or before the date of transfer.
- (b) The employee with the most plant-wide seniority within the seniority group in which the vacancy exists.
- (c) Bidders for General Machine Repair, Tool and Die Repair, Electrician and Welder Technician classifications will be tested. Selection will be made first by seniority, from those who have scored from 85 through 100. Next, selections will be made, by seniority, from those who have scored from 75 through 84. A score below 75 will not be considered and those bidders will not qualify for selection. The Bargaining Committee Chairman may review test results of any bidder and/or new hire. Selections may be challenged through the grievance procedure.
- (d) Testing for General Machine Repair, Tool and Die Repair, Electrician, Welder

Technician, and Lift Truck Operator will be conducted during an employees normal scheduled shift

(e) Successful bidders are subject to the following trial periods

- (1) Machine Repair , Tool and Die Repair, Electrician, and Welder Technician up to thirty (30) days worked
- (2) Die Setters and Welder Set-up, Weld inventory attendants up to thirty (30) days worked
- (3) All other classifications up to five (5) days worked
- (4) The Company, at its discretion may grant two (2) extensions to a trial period Extensions may be of any length not to exceed the length of the original trial period If extensions are granted the employee and the Union will be notified in writing

(f) In the event no qualified employees (original job posting has been exhausted) are available to fill the vacancy by the bidding procedure, the Company reserves the right to fill the vacancy with a new hire, or with an employee who does not object to a transfer

(g) An employee may bid and be selected to three (3) job postings in any twelve (12) month period An employee may refuse selection at any time during the trial period If an employee refuses selection, or is

removed by the Company during the trial period, the refusal or removal will constitute selection in the accumulation of three (3) in a twelve (12) month period An employee refusing selection or being removed by the Company will be returned to his previous classification Any job selection not lasting at least three (3) months will not constitute a job bid in the accumulation of three (3) in a twelve (12) month period

The Personnel Office will select and transfer successful bidders within (10) ten calendar days following the posting period Results of bidding will be posted

(h) Employees in the following classifications Press operator, welding line assembly, forklift operators and blanner operators may designate the "team" they prefer to work on in the following manner

A team sign up sheet will be issued at the beginning of each month Employees will have the first week of each month to make their preference The team rosters will then be posted and become effective the second Monday of each month During a shift, if needed, teams will be reduced from one job to another by asking the senior and forcing the junior from the affected team During the shift a team will be reduced by seniority when employees are temporarily assigned from one classification to another (skilled trades excluded)

Non Production employee to Non Production position - Ask senior qualified, force junior qualified employee by teams

Non Production employee to Production position - Ask senior

qualified employee, force junior qualified employee by teams

Production employee to Production position - Ask senior qualified, force junior qualified employee by teams

Production employee to Non Production position - Ask senior qualified employee, force junior qualified employee by teams

The employee shall not suffer a loss in pay because of this section If placed on a job which has a higher rate of pay The employee shall receive the higher rate of pay

The Company may assign employees, out of the line of seniority, to do other jobs outside their classification on a temporary basis (not to exceed two (2) hours) This applies only when the employee(s) job goes down and employees are waiting for that job to come back up The employee shall not suffer a loss in pay because of this section If placed on a job which has a higher rate of pay, the employee shall receive the higher rate of pay

Section 11 The Company will not be held liable for any misapplication of the seniority provisions unless such cases are called to the attention of the Company within thirty (30) days

Section 12 All employees shall be properly classified and work within their classification when work is available

- (a) It is recognized the Company may assign employees to work other than in their own job classification When training back-up or replacement employees the company will train the most senior employee within the department desiring the training
- (b) In the event rework is to be performed at the customer's facility, the most senior person within the rework classification will be offered work, if no one within the rework

classification wished to perform rework at the customer's facility the company may seek volunteers from other classifications on a seniority basis

Section 13 An employee shall lose his seniority and his right to employment if

- (a) He quits,
- (b) He is discharged in accordance with the provisions of this Agreement,
- (c) He is absent for four (4) consecutive working days without notifying the Company in person, telephone, telegram, or in writing by certified mail stating acceptable reasons for the involved absence
- (d) He exceeds leave of absence under the conditions in subsection (c) above,
- (e) He is laid off and not recalled to work for a period of twelve (12) consecutive months However, if his seniority exceeds twelve (12) months he shall not lose his seniority until he is laid off for a continuous period equal to the seniority he had acquired at the time of his layoff, further, employees with three (3) or more years of seniority shall break seniority if they are laid off in excess of five (5) years
- (f) When a laid off seniority employee is recalled to work, the procedure will be as follows The employee will be notified in person, or by personal telephone notification, or by certified mail with return receipt requested The employee will be given four (4) calendar days of lead time, if desired, prior to required reporting date (EXAMPLE

If the employee is personally notified or receives his certified letter on a Friday, then Saturday, Sunday, Monday and Tuesday are considered the "grace" days. Wednesday would be the earliest the Company could require the employee to report to work. A list of the recalls will be given to the Union on the date of recall. If the employee does not report for work by the required date, he will be considered as having voluntarily quit, unless he notifies the Company, prior to reporting date, and offers an acceptable excuse for not reporting.

- (g) The Company will notify the Union in writing of all quits and discharges within twenty-four (24) hours of the occurrence provided the employee had seniority. The employee will have Union Representation before leaving the plant.

Section 14 All employee engaged in Military, Naval or Marine service shall not lose their seniority because of such service and seniority will be cumulative during such service, provided they report for work within ninety (90) days and have not been dishonorably discharged and are physically fit to resume such employment, unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so. In the event the employee fails to report in accordance with the Selective Service Act as amended, he shall forfeit his seniority rights. In the event an employee re-enlists (not in time of war) it shall be considered as a voluntary quit.

An employee shall be granted sixty (60) days leave of absence prior to a minimum of two (2) year induction provided the employee furnishes the Personnel Office proof of induction and applies for the leave in writing.

Section 15 An employee with seniority promoted to a position with the Company outside the Bargaining Unit shall lose all

seniority in the Bargaining Unit after sixty (60) calendar days.

Section 16 Employees shall have the right to work on the shift of their choice within their classification by seniority to a team. This right may be exercised only three times in any twelve month period. Shift preferences must be in by the end of the employee's shift on Tuesday to be effective the following Monday.

Section 17 It is recognized that it may become necessary at times for a departure or deviation from seniority in order to maintain operating efficiency, safety or losses that may jeopardize the Company and the livelihood of its employees.

Section 18 It shall be the responsibility of the individual employee to promptly and correctly notify the Personnel Office of their present address, and telephone number. (If requested employee will be given a copy). The Company shall rely on the information provided.

Within thirty (30) days after the ratification of this Agreement and every three (3) months thereafter during the term of this Agreement the Company shall give three (3) copies to the International Union, the names of all seniority employees covered by this Agreement together with their addresses and social security number as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

Section 19 The Company shall furnish the President once a week, a copy of the record of all layoffs, recalls, transfers, and new hires.

Section 20 Any employee who has been incapacitated at his regular work by injury or compensable disease while employed by the Company will be assigned to a job that is operating in the plant which he can do, without regard to any seniority provisions of this Agreement, except that such employee may not

displace an employee with longer seniority. Once an employee has been assigned to a job in a classification as per the provisions of this section, he will revert to natural seniority.

Section 21. Any employee with a compensable injury or disease who loses work as a result of such injury or disease will be paid for such lost time, (A non-production employee shall be paid at his base rate, a production employee shall be paid at the base rate) which is not otherwise covered by worker's compensation on the first day or for loss of work on the first day of any recurrence of such injury or disease, provided it is supported by medical evidence.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 Should difference(s) arise between the Company and its employees as to the meaning, application or violation of the provisions of this Agreement, such difference(s) shall be settled by the following grievance procedure:

- (a) Any employee having a complaint is encouraged to discuss the complaint with his Supervisor prior to asking for his Union Representative. A Company grievance shall be taken up first with the union President.

The Union Representative shall discuss the issue with the Supervisor. If not settled the Union Representative may discuss the situation with the Superintendent on the shift.

Any agreement reached by the parties at this verbal step of the Grievance Procedure shall be without precedent and shall not prejudice the position of either party in any other case or controversy.
- (b) If not settled under (a) the grievance shall be reduced to writing by the Union

Representative on standard grievance forms, and two (2) copies shall be given to the supervisor. The supervisor shall give a written answer to the grievance within a twenty-four (24) hour time period, excluding Saturday, Sunday and Holidays.

- (c) Union representatives cannot write or defend their own personal grievances.
- (d) If the grievance is not settled under (b), it then shall be presented to the shift superintendent or designee. The Union Representative shall confer with the shift superintendent or designee in an effort to settle the case. The shift superintendent or designee shall give a written answer to the grievance within forty-eight (48) hours excluding Saturday, Sunday and Holidays.
- (e) The grievance, still being unsettled, will be referred to the monthly grievance meeting. An International Representative of the Union may be present at any such meeting between the Union and the Company representative(s). Either party may request the presence of witnesses to clarify disputed facts. Witnesses for the Union will be paid by the Company for time spent in such meeting at their regular rate of pay for non-production employees and the production rate for production employees, but only if it is their regularly scheduled shift.
- (f) In the event the dispute is not settled in the preceding steps of the grievance procedure, the matter may be appealed to an impartial arbitrator, upon request of either party.

In the event a grievance is submitted to arbitration the following

procedure will be used

The parties shall request the Federal Mediation and Conciliation Service or American Arbitration Association to submit to the parties a panel of five (5) prospective arbitrators. The names from such panel shall be stricken in rotation with the parties alternating striking first in each case until only one name is left, and that person will be the Arbitrator. The expenses and salary incident to the services of the Arbitrator shall be paid jointly by the Company and the Union. The Arbitrator, however, shall have no power to add to or subtract from or to modify any of the terms of this Agreement or any Agreements made supplementary hereto, nor establish or change any wage nor to rule on any dispute concerning new standards established or standards revised by the Company. Disputes regarding standards are strikeable issues.

- (g) Grievances that are subject to Arbitration and not settled after three (3) meetings at the final step preceding arbitration, in which the grievance has been discussed, will be deemed closed based on the Company's last answer on Union initiated grievances, and the Union's last answer on Company initiated grievances, unless the Company or Union notifies the other party in writing within ten (10) calendar days after the last meeting that it has appealed this grievance to arbitration.
- (h) A Union Representative shall be present for any disciplinary layoff, discharge or suspension. A copy of a statement as to the reason for discipline shall be given to the employee and the Union representative. In the event any grievance involves the discharge, disciplinary lay-off or suspension of any employee, the employee must file a grievance in writing within five (5) working days, after notification, excluding Saturdays,

Sundays, and Holidays, otherwise the matter shall be deemed closed.

No grievance shall be considered unless it is written within ten (10) working days of the alleged contract violation, except in cases when the employee having the grievance could not with the exercise of due diligence have known of the occurrence, in which event the grievance must be filed within ten (10) days of the date that the employee or the Union could have known of the occurrence.

- (i) The Company agrees to allow plant entry to an International Representative who shall present his credentials if requested and, to any member of the Bargaining Committee who request the same for the purpose of investigating a grievance. Requests for such plant entry shall be made to the Plant Manager or, his designated representative.
- (j) If the Company or the Union does not stay within the time limitations of the grievance procedure as outlined in (b) and (d) of this section, this grievance shall be automatically processed to the next step of the grievance procedure.
- (k) The Company will pay the Bargaining Committee and/or witness(es) for all time spent in an arbitration hearing. Furthermore, the Company will pay the Bargaining Committee up to one (1) hour for time spent with the International Representative in a meeting prior to an Arbitration hearing. If the International Representative wishes to question a witness(es) in such a meeting the witness(es) will be paid if requested for up to one (1) hour if they lose time from their regular shift. Witnesses will be paid as

follows Non-production employees at their regular base wage and production employees at the production wage

Section 2 Any settlement reached between the Company and the Bargaining Committee is binding upon all workers affected and cannot be changed by any individual

Section 3 The parties agree that the Arbitrator's decision shall be final and binding upon both parties and that no strikes, slow-downs, or interference with production or lockouts shall take place as the result of such decision or during the procedure pending decision

Section 4 "STRIKES, LOCKOUTS AND WORK STOP-PAGES"

- (a) During the life of this Agreement, the Union will not cause or engage in or authorize its members to engage in, nor will any member of the Union be authorized to take part in any sit-down, stay-in, or slow-down in any plant of the Company or any curtailment of work or restriction of production or interference with the procedure of the Company
- (b) The Union will not cause, or engage in, or authorize its members to engage in, nor will any member of the Union be authorized to take part in any strike or stoppage of the Company's operations, or picket any of the Company's plants or premises, over any matter which is within the jurisdiction of the Arbitrator provided for in the grievance procedure of this Agreement
- (c) The Union will not cause, or engage in, or authorize its members to engage in, nor will any member of the Union be authorized to take part in any strike or stoppage of the

Company's operations, or picket any of the Company's plants or premises over any matter which is not within the jurisdiction of the Arbitrator, until after negotiations have continued for at least five (5) days at the final step of the grievance procedure and not even then unless authorized by the International Union and written notice of such intention to authorize has been delivered to the Company's Human Resource Manager and to the Company's Vice-President of Manufacturing at least five (5) days prior to such authorization

- (d) It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if an employee or a group of employees refuses to enter upon the property of any other employer involved in a primary labor dispute with the UAW at one of its local Unions, or any other recognized trade Unions at which a lawful primary picket line has been placed
- (e) In the event any employee takes part in any of the activities enumerated in (a), (b), (c) above, such conduct will be considered a violation of this Agreement and the Company shall have the right to discipline the employee(s)
- (f) During the life of the Agreement, the Company will not lockout any employee over any matter which is within the jurisdiction of the Arbitrator provided for in the grievance procedure of this Agreement, and no other matters which are not within the jurisdiction of the Arbitrator, until after negotiations have continued for at least five (5) days at the final step of the grievance

procedure and not even then unless written notice of such intention has been delivered to the Union President and the International Representative at least five (5) days prior to such lockout

- (g) It is understood and agreed that the Union, under sub-paragraph (c) hereof, and the Company, under sub-paragraph (f) hereof, may not take the action therein provided in connection with disputes, if any, which may arise concerning an attempt to add to, subtract from, or to modify any of the terms of this Agreement or of any Agreements made supplementary thereto

ARTICLE V - WAGES & HOURS

Section 1 Effective January 23, 1999 the hourly wage for production workers shall be \$12.74 per hour
All new hires will be paid

80% of the prevailing wage for the first calendar year of employment
90% of the prevailing wage for the second calendar year of employment
100% of the prevailing wage starting on the third calendar year of employment

PRODUCTION CLASSIFICATIONS

Blanker Operators Hand Mig Welders Press Operators
Welding Line Assembly, Weld inventory attendants, Weld setup and press setup operators, Box assembly, Crane operators, Forklift Drivers, Rework, Miscellaneous Jobs

Effective March 1, 1999 ad 3.0% to base wages
Effective March 6, 2000 ad \$0.40 to base wages
Effective March 5, 2001 ad \$0.41 to base wages
Effective March 4, 2002 ad \$0.41 to base wages
Effective March 3, 2003 ad \$0.42 to base wages
Effective March 1, 2004 ad \$0.42 to base wages

STANDARDS

Section 2 It shall be the responsibility of the Company to establish and make justifiable revisions to production standards in a fair and equitable manner and to administer the plan as provided for in this Article

Section 3 Standards established are based on the capability of a normal qualified experienced operator on the job performing according to the methods, conditions, and circumstances that exist at the time the study was made for the purposes of establishing the production standard

Section 4 It is understood and agreed that the production wage for production jobs shall be the negotiated production rate. The Company will establish work standards. The Company will do so on the basis of fairness and equity and these standards will be consistent with the quality of workmanship, efficiency of operations and reasonable working capacities of the normal operator. All standards shall give due consideration to the quality of workmanship required

Section 5 A production standard shall not be considered to be established until it is posted at the work station

- (a) Changes of less than 2% shall be accumulated and recorded. When these changes total 2% or more the standard will be changed. When there is a method change of 2% or more, an accumulation of changes of 2% or more, just the elements of the standard that are changed will be revised

- (b) An accepted standard shall not be changed merely because of an identification change in name, symbol, or number on any materials, tools, machines, parts or operations

Section 6 It is understood where an employee using the prescribed method, increases his productivity through his own skill and effort, it will not be interpreted as a change in methods

Section 7 All standards shall include appropriate allowances to compensate for non-productive time related to the satisfaction of personal needs, rest to overcome the effects of fatigue, unavoidable delays, machine or process control, and such other allowances as may be appropriate for a particular operation. Work standards on any job will include allowances of not less than

- (a) Twenty-four (24) minutes per eight (8) hour workday for personal time
- (b) Twenty-four (24) minutes per eight (8) hour workday for delays
- (c) Twenty-four (24) minutes per eight (8) hour workday for fatigue

All breaks and allowances now in effect shall be continued

Section 8 Machine or process controlled elemental time shall be set and recorded to conform to safety and quality standards

Section 9 The Company will use standard data and continuous stopwatch method in establishing fair and equitable standards for all studies. All restudies will be made by the continuous stopwatch methods

- (a) A production standard established in accordance with Sections 5 and 6 below, may be challenged only after it has been given a fair trial by an experienced operator
- (b) A challenge of a standard shall be considered as a complaint and shall be processed in accordance with the grievance procedure
- (c) A challenge of a standard may be directed at the standard itself or any aspect of it, and may include a challenge as to the validity and/or reliability of the work measurement method employed, and/or of the data obtained hereby, and/or of the application of the data to the standard under dispute
- (d) In the event of disputes involving work standards, the Company Time Study Personnel and the Local Union Time Study person will examine the job in detail in an attempt to settle the dispute
- (e) Failing to resolve the dispute the Union will call in an International Union Time Study Engineer to examine the job prior to the final step of the grievance procedure. Such disputes are not subject to the arbitration procedure and are strikable issues
- (f) Local Union Time Study Person shall be paid their regular hourly wage that is used for Union dues as presently computed

Section 10 In the event the Company establishes new or revised standards or checks a standard which is in dispute the following procedure will apply

- (a) Prior to the time study, the Company Time

Study Personnel shall

- I Inform the worker(s) who is to be studied in advance that such an event is to take place
- II Ensure the operation is standardized in all respects
- III Ensure the worker(s) to be studied is trained in the method, one who regularly performs the operation and who is assigned to the classification or work center and who is working on the job to be studied
- IV Ensure job conditions existing at the time of the study are properly representative of those which will exist in the future
- V Record in sufficient detail on the observation sheet all conditions pertaining to the operation so the operation could be, if necessary, reconstituted in the future
- VI Prepare on the observation sheet a written elemental analysis of the operations, which shall consist of a detailed description of the method being used at the time of the study, including a sketch of the workplace layout, distinguish between elements which are manually controlled and those which are machine or process controlled, carefully record the elemental break-off points

27

(b) During the time study, the Company Time Study Personnel shall

- I Record on the observation sheet all observed performance time for cyclic, non-cyclic and foreign elements
- II Record on the observation sheet any unusual circumstances or occurrences which might have an effect on the results of the study
- III Rate the performance of the individual or group under observation and record such ratings on the observation sheet
- IV Determine and record the job allowances deemed appropriate for the operation under study

(c) At the conclusion of the time study, the Company Time Study Personnel shall calculate the standard according to the following procedure

- I Disregard no watch reading obtained during the study unless a clear explanation for any strikeout appears on the observation sheet
- II Use the simple average of the observed performance times less strikeouts for each element in determining the average of the readings for each element
- III Apply the proper frequency of

- occurrence to the average of the readings for each element to obtain average elemental time per cycle
- iv Apply the performance rating factor to each average elemental time per cycle for manual elements to obtain normal time per cycle for manual elements
 - v The negotiated allowances for personal, fatigue and delays will be added to each normalized time per piece
 - vi Divide 60 minutes per hour for production by the normalized cycle time with the allowances added to obtain pieces per hour for the standard(s)

Section 11 The procedure for determining whether or not a change increases or decreases the standard time per piece shall be as follows

- (a) The Company Time Study Engineer shall prepare at the job site a written statement of the conditions of the changed job and compare them with the conditions of the original job
- (b) He shall prepare at the job site a written statement of the elemental description of the changed element and compare it with the elemental description for the original job
- (c) In accordance with other provisions of this Article, a time study shall be made only of those elements of the operation which have been directly affected by any changes in

conditions or method

- (d) The Company Time Study Engineer shall set up a comparative data sheet showing the elements of the operations which have been directly affected by any change(s), how they have been affected, and the normal time for each element that existed before the change(s) and the normal time after the change(s)
- (e) He shall examine the comparative data sheet and determine whether or not the difference in normal time for those elements directly affected by the change(s) reduces or increases the normal time per piece which existed prior to the change(s) (Added to Sect 13 below)

Section 12 In the event the Company establishes a new or revised work standard, the Company will, upon request, furnish the Union Committee with all necessary information concerning the change. A copy of all rate changes and changes in any element of a rate will be given to the Union. Any changes in a standard due to mathematical or clerical errors shall be confined to the correction of the mathematical or clerical error after notification to the Union within a reasonable period of time

Section 13 A production worker is expected to meet established work standards when working under conditions and circumstances similar to those which existed when the standard was established. It is understood these work standards include safety and quality requirements specified by the Company

- (a) In the event a procedure and/or process has not been established on a job, and an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined in failure to

obtain an expected amount of production on that job

- (b) The amount of production will not be increased beyond the level for which they are staffed for the purpose of gaining additional production or for the purpose of making up for loss of production due to break down or unscheduled line gaps or stops

Section 14 All employees on both measured and unmeasured jobs will do a full days work and remain working at their work station except for personal and rest time as allowed in the work standards

Section 15. The wages for non-production employees will be per Chart A. The Company will hire new employees and/or transfer employees at the starting rate shown in this chart. Employees will progress according to Chart A unless they had previously attained a higher rate than the starting rate in that classification. In this instance they will start at the rate that they had attained

Section 16 A shift premium of five (5) cents per hour on the second shift and ten (10) cents on the third shift will be paid on the clock hour to all employees working on shifts where more than half of the employees' regular scheduled working hours are between the hours of 6 00 PM and 6 00 A M

CHART "A" CLASSIFICATIONS (Effective January 23,1999)

(01/23/99)	80% starting 1st year	90% starting 2nd year	100% Starting 3rd year	Current wage (01/23/99)
Welder				
Technician	80%	90%	100%	\$13 89
Tool & Die Repair	80%	90%	100%	\$13 76
Electricians	80%	90%	100%	\$13 76

Machine Repair	80%	90%	100%	\$12 91
(U A W) Journeyman hired at top rate				\$17 89
Die Washer	80%	90%	100%	\$12 00
Oiler	80%	90%	100%	\$12 00
Kit Job	80%	90%	100%	\$12 74
Janitor	80%	90%	100%	\$ 8 71
Crane Operator	80%	90%	100%	\$12 74
Crib attendant	80%	90%	100%	\$10 79
Material handler	80%	90%	100%	\$12 74
Shipping	80%	90%	100%	\$12 74
Misc Jobs	80%	90%	100%	\$ 9 81
Weld inventory				
attendant	80%	90%	100%	\$12 74
Rework	80%	90%	100%	\$12 74

Note Where a percentage is indicated, it is that percentage of the top pay for the classification

All new hires will be paid

80% of the prevailing wage starting the employees first calendar year of employment

90% of the prevailing wage starting the employees second calendar year of employment

100% of the prevailing wage starting the employees third calendar year of employment

Effective March 1, 1999 add 3 0% to base wages
Effective March 6, 2000 add \$0 40 to base wages
Effective March 5, 2001 add \$0 41 to base wages
Effective March 4, 2002 add \$0 41 to base wages
Effective March 3, 2003 add \$0 42 to base wages
Effective March 1, 2004 add \$0 42 to base wages

When new non-production jobs are created and cannot be properly placed in an existing classification as per Chart A, the Company will set up a new classification and wage rate covering the job in question

If the Union questions the new wage rate, it must be questioned in writing in thirty (30) calendar days, the local union and the Company shall negotiate the wage rate and when negotiations are completed such wage rate and classification shall become part of the labor contract. If the negotiated rate is higher than the temporary rate, the new rate shall be applied retroactively to the date the employee started on the job, except as otherwise mutually agreed

If no Agreement is reached the Union at its discretion may notify the Company of its intent to strike within five (5) days of such notice

When a non-production employee is temporarily assigned to a production classification they will be paid the rate as provided in the contract for production employee(s) or his non-production classification wage, whichever is greater. When a production employee is temporarily assigned to a non-production classification he will be paid the starting wage of the non-production classification unless he had previously progressed to a higher wage, in which case, he will be paid that higher wage. Employee(s) temporarily assigned to a non-production classification will earn credit towards wage progression in that classification. Every four or more hours worked in any one day will constitute credit for a full day

Section 17 Employees shall receive time and one-half for all continuous hours worked over eight (8) in one (1) shift including call back which will be considered a continuous shift, and for all hours worked on the work day Saturday. Double-time will be paid for all hours worked on the work day Sunday, and for all hours worked on a contractual Holiday. Holiday pay will also be paid if an employee meets eligibility requirements for such pay. There will be no pyramiding of overtime

Section 18 There will be a specified starting time for a work day (7:00 A M first shift, 3:30 P M second shift, and 11:00 P M third shift) with an allowable variance of two (2) hours in starting time. Any variance outside of this limit will be negotiated with the Union. The work week is Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday

- (a) The regular third shift will commence on Sundays instead of on Mondays, so that the last third shift in the regular five (5) day week being currently worked would end on Friday morning
- (b) In any such week where a third shift is started on Sunday, it shall not be considered to be a Sunday work day for any purpose including overtime or premium pay under the present collective bargaining Agreement. If an employee has exercised a shift change from second to third shift or is being bumped from 2nd to 3rd shift. It shall not be considered a continuation of shift for purposes of double time pay. Should they work an earlier shift on the Sunday the shift change takes place, the Company will give the employee the option to work their scheduled shift or be excused without pay for the shift
- (c) In any such week where a third shift is worked commencing on Friday it shall be considered to be a Saturday work day for all purposes under the Agreement, and in any such week where a third shift is worked commencing on Saturday, it shall be considered to be a Sunday work day for all purposes

Section 19 Pay day will be on Thursday and the Company agrees to discuss with the Bargaining Committee any change of the pay day. Employees on any shift may pick up their pay-

check on Thursday between the hours of 11 00 A M and 2 30 PM

Section 20 Overtime will be offered by daily posted overtime sign-up sheet by seniority in classifications by shift. The Company will utilize the supplementary overtime posted sign-up sheet by seniority qualified plant wide by shift. If not enough volunteers then utilize replacement "fill-in". If not enough employees obtained the least senior qualified employee in the classification by shift will be required to work the overtime if the higher seniority refused the offer and such overtime was not filled by exhausting the sign up sheets.

- (a) The Company will give notice of daily overtime at least two (2) hours prior to the end of the respective shift, schedule weekend overtime by the end of an employee's shift on Thursday, and two (2) days in advance of work on contractual holidays.
- (b) An employee who is absent, for whatever reason, at the time weekend overtime is scheduled, will have no claim to such overtime. However, if such employee's entire classification is scheduled to work such employee will be allowed to work.
- (c) Temporarily assigned employees, then probationary employees then "fill in" employees will be offered overtime only after seniority employees in the classification and shift have had first opportunity.
- (d) If there is a violation of this section, the proper remedy is to pay the person for all overtime hours they were improperly denied.
- (e) Employees will not be required to work (the scheduled overtime) more than three (3) consecutive weekends. Employees may

work more than three (3) consecutive weekends on a voluntary basis. Salaried personnel and "fill in" employees will be permitted to work when sufficient volunteers are not available. The Company will endeavor to allow employees who have been scheduled and worked 19 straight scheduled days to take the following weekend off.

It is understood that this will not prevent employees from volunteering to work the above cited weekend.

It is understood that, in some cases, senior employees who might otherwise not have wanted to work may be required to work so that the Company might honor its commitment to its customers.

Section 21 Any employee sent home before having worked four (4) hours or permitted to come to work without having been notified that there would be no work shall receive a minimum of four (4) hours pay at base rate, during which four (4) hours he shall do such work as shall be assigned to him except for act of God which is beyond the control of the Company. It shall be the earnest endeavor of the Company to find work for the affected employee(s).

ARTICLE VI-HOLIDAYS

Section 1 Employees shall be paid for

New Year's Day
Good Friday
Easter Monday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Providing they meet all of the following eligibility rules, unless otherwise provided herein

- (a) The employee has seniority as of the day of the holiday (new hires must have worked 71 days), and
- (b) The employees must have worked the last scheduled workday prior to and the next scheduled workday after such holiday, unless a reasonable and acceptable excuse is presented
- (c) The employee would otherwise have worked on such day

Section 2 Employees who qualify in (a) and (b) above, where applicable, who are either laid off in a reduction of the work force, or go on sick leave, during the work week prior to or during the week in which the holiday falls, will receive pay for such holiday

- (a) A seniority employee laid off during the month of December, and qualifies in (a) above and is not recalled prior to December and January holidays shall be paid holiday pay for Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day

Section 3 When one or more of the above holidays fall within an eligible employee's vacation period the employee will be paid for such holidays provided they meet the applicable requirements of Section 1. Contractual holidays will not be charged as vacation days

Section 4 Employees eligible under these provisions will receive eight (8) hours at current base rates for non-production workers and the production wage rate for production workers

Section 5. Employees who receive a holiday work assignment and then fail to report to work, without a reasonable and acceptable excuse, will not receive holiday pay

Section 6 When any of the above holidays fall on Sunday and the day following is observed as the holiday by the state or federal government, it shall be paid as such holiday provided they meet the applicable requirements of Section 1

Section 7 When any of the above holidays fall on Saturday, eligible employees shall receive holiday pay provided they are otherwise qualified as outlined in Section 1 (a) and (b)

ARTICLE VII - JURY DUTY

An employee who is on the seniority list who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages, i.e. the production for production workers and the base rate for non-production workers the employee otherwise would have earned by working during straight-time hours for the Company on that day and daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and which he otherwise would have been scheduled to work for the Company

- (a) The Company's obligation to pay an employee for jury duty is limited to a maximum of ninety (90) days in a calendar year
- (b) In order to receive payment, an employee must give local management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that

he reported for or performed jury duty on the days for which he claims such payment. The provisions of this article are not applicable to an employee, who, without being summoned, volunteers for jury duty

ARTICLE VIII - BEREAVEMENT PAY

When death occurs in a seniority employee's immediate family, [i.e., spouse, parent, employee's natural grandparents, grandchildren, parents and grandparents of current spouse, child, half brother, half sister, step parent, step child (parent-child relationship must exist in either case), brother or sister,] the employee, on request, will be excused for any of the first three (3) scheduled working days immediately following the date of death provided he attends the funeral. A production employee excused per above paragraph shall after making written application, receive his production rate for time he would have been scheduled to work at straight time, but not to exceed eight (8) hours per day. A non-production employee shall be paid at his base rate for time he would have been scheduled to work at straight time, but not to exceed eight (8) hours per day.

ARTICLE IX - INSURANCE

Section 1 The Company will provide on a no-cost basis to the employee, Life, AD & D, and Sickness and Accident Insurance on all employees as long as they remain on the active payroll, unless otherwise provided below. New hires are eligible for the above insurance starting the first of the month following completion of 120 days worked.

- (a) Life and AD & D for the employee will be in the amount of \$18,000 effective March 2, 1998

Effective March 5, 2001 add 500
Effective March 4, 2002 add 500
Effective March 3, 2003 add 1000

Effective March 1, 2004 add 500

- (b) Sickness and Accident Insurance covering employees at a benefit level of,

\$200.00 effective March 1, 1999
Effective March 6, 2000 add \$5.00
Effective March 5, 2001 add \$5.00
Effective March 4, 2002 add \$5.00
Effective March 1, 2004 add \$5.00

for disabilities commencing on or after the respective effective dates. Accidental disabilities shall have benefits paid from the first full day of disability. Non-accidental disabilities will have benefits paid from the eighth full consecutive day of disability. All disabilities shall be supported by proper medical evidence. The benefit period for any disability shall not exceed 26 weeks. Occupational disabilities are not covered by this insurance. One day of benefits is equal to 20% of the weekly benefit. Benefits are not payable for Saturdays and/or Sundays. Benefits will not be paid for any day(s) the employee is paid wages or holiday pay.

- (c) The Company will continue the full payment of premiums for Life, AD & D and Sickness and Accident Insurance for a period not to exceed six (6) months for those covered employees who are on an approved sick leave.

Section 2 The Company will pay for each eligible employee, spouse, and eligible children (Dependent eligibility as defined in the current Blue Cross-Blue Shield booklet. The current level of Blue Cross-Blue Shield coverage will remain in effect), who holds a medical policy,

Effective of the total monthly premium for family coverage, up to of the total monthly premium for single coverage

The employee will pay the balance of the total monthly premium which will be deducted from wages the first four (4) weeks of the month preceding coverage. If payroll deduction does not cover the employee's portion of the premium, a cash payment will be made by the employee.

Effective January 1, 1999, the company contribution for family coverage will increase up to \$445.00 and up to \$180.00 for single coverage.

Effective January 1, 2000, the company contribution for family coverage will increase up to \$460.00 and up to \$190.00 for single coverage.

Effective January 1, 2001, the company contribution for family coverage will increase up to \$475.00 and up to \$195.00 for single coverage.

Effective January 1, 2002, the company contribution for family coverage will increase up to \$490.00 and up to \$200.00 for single coverage.

Effective January 1, 2003, the company contribution for family coverage will increase up to \$505.00 and up to \$205.00 for single coverage.

Effective January 1, 2004, the company contribution for family coverage will increase up to \$520.00 and up to \$210.00 for single coverage.

- (a) New hires will be eligible for medical insurance starting the first day of the month following completion of 120 days worked.
- (b) If a covered employee is laid off (last day worked is date of layoff), the Company will pay its share of the premium for the balance

of the month of layoff. If an employee has at least one year of seniority as of the date of layoff, the Company will pay its share of the premium for one additional month. In any case, the employee must pay his share of the premium or the insurance will be canceled.

- (c) For payment of the Company's share of the premiums, disciplinary layoffs will be treated the same as layoffs for reduction of work force per paragraph (b) above. The Company's payment of its share of the premium during a DLO could be affected by a grievance settlement.
- (d) Employees who have previously qualified for insurance, and return to work from layoff, disciplinary layoff, following expiration of insurance, the employee will be eligible for insurance coverage on the first day of the month following the return to work.
- (e) The Company will continue the payment of its share premium for a period not to exceed six (6) months for those employees on an approved sick leave provided employees remit their premium share by the 20th of the month. The employee must pay his share of the premium or the insurance will be canceled.
- (f) Specific terms and conditions of benefits and eligibility requirements for insurance coverage covered in the actual insurance policies govern over any summaries contained in either this booklet or in any separate booklets.
- (g) Change of Carriers. It is agreed that the

Company at its discretion may change insurance carriers at any time so long as the benefits specified herein are not diminished by said change

- (h) **Prescription Drug Card** - Effective January 1, 1999 the Company agrees to provide a Prescription Drug Scrip Card for employee to use under the medical insurance program. Cost of prescription drugs will be \$5.00 for generic drugs and \$10.00 for brand-name drugs. The program will be available through participating pharmacies. Benefits paid under this new program will not be subject to the calendar year deductible.

- (i) **Section 125** - Effective January 1, 1999, all employees will participate in the Premium Only Conversion Plan under Section 125 of the Internal Revenue Service Code unless the employee opts out of the Plan. This allows for any employee contribution to medical plans, if needed, to be made in pre-tax dollars.

- (j) **Employee Assistance Program (EAP)** - Effective January 23, 1999 the Company and the Union will agree to create an Employee Assistance Program (EAP).

ARTICLE X - LEAVE OF ABSENCE **Personal Leave**

Section 1 A personal leave of absence, not to exceed thirty (30) days may be granted by the Company, upon any reasonable request of the employee in writing when the services of the employee are not immediately required and there are employees available in the plant capable of doing his work. Where requests for such leaves are deemed unreasonable by the Company, such request shall be negotiated between the

Company and the Union. Seniority will accumulate during such leaves.

- (a) Such leaves will not be granted for other employment.
- (b) Such leaves will not be granted to an employee who is laid off and will not be extended if the employee would have been laid off had he been working during his leave.
- (c) Such leaves may be extended at the discretion of the Plant Manager.

SICK LEAVE

Section 2 Sick leaves are automatic, providing employees furnish the Personnel Office with medical verification prior to being granted a sick leave. A sick leave or an extension of an existing sick leave must be applied for within four (4) working days from the starting of illness or from expiration date of an existing sick leave. Seniority shall accumulate during sick leave. Pregnancy related disability will be treated like any other disability for purposes of all terms and conditions and fringe benefits of employment provided for, within existing State and Federal legislation.

The Company has the right to send any employee to the Physician of Company's choice before granting an initial medical leave or an extension to an existing medical leave of absence. If the Physician of choice does not agree with the original Physician's statement, then the employee shall be sent to a third (3rd) Physician selected by the Bargaining Committee and the Company. The decision to grant the leave will be based on the majority findings of the three (3) Physicians. The Company will pay the total cost of the Physician of Company's choice and the third physician.

LEAVE OF ABSENCE FOR PUBLIC OFFICE

Section 3 Any employee with seniority elected to public office may make a written application for a leave of absence for a period of his first term of active service in such elective office. Additional leaves of absence for service in elective public office may be granted at the option of local Management upon written application by the employee.

Any employee with seniority who is appointed to a position as Administrative Assistant in a Congressional or Senatorial office, or to any Administrative position in a state agency, or as a labor representative on a community agency, or to a non-civil service governmental position which is not generally available to an applicant for employment may make written application for a leave of absence for the period of his active service in such position not to exceed one (1) year. Such leave may be renewed at the option of local management upon written application by the employee. During such leave employee may retain but not accumulate seniority.

EDUCATIONAL LEAVE OF ABSENCE

Section 4 Employees who have acquired seniority of one or more years who desire to further their education, may make application for leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves of absence may be granted, at the option of local management. Seniority shall accumulate during such leaves of absence.

LEAVE OF ABSENCE FOR UNION BUSINESS

Section 5 Members of the Union elected or appointed to a position with the International Union or Local Union, the duties of which require their withdrawal from their job with the Company shall at the request of the Local Union or the International Union be granted a leave of absence after the

Company has been notified, for periods not to exceed one (1) year, extensions of such leaves shall be granted for successive periods not to exceed one (1) year provided they are applied for in writing before the leave expires. During such Union leaves of absence the employee will retain and accumulate seniority.

Section 6 Any employee being elected or appointed to a position with the Union necessitating temporary leave of absence shall be granted such leave of absence by the Management without loss of seniority.

Section 7 Any employee granted a leave of absence shall be guaranteed re-employment, at the then current rate of pay if there is sufficient work available which he is capable of doing and to which he may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

Section 8 Any employee on leave may return to work in line with his seniority before the expiration of his leave providing not less than seven (7) days' notice is given to management. The return within the seven day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless he has a satisfactory reason.

ARTICLE XI - VACATIONS

Section 1 All employees on the payroll with at least six (6) months seniority as of January 1st of each year will be eligible for vacation pay to be computed at two (2) percent of the employee's gross annual earnings of the preceding calendar year.

Section 2 All employees on the payroll with at least three (3) years seniority as of January 1st of each year will be eligible for vacation pay to be computed at four (4) percent of the employee's gross annual earnings of the preceding calendar year.

Section 3 All employees on the payroll with at least (10)

years seniority as of January 1st each year will be eligible for vacation pay to be computed at six (6) percent of the employee's gross annual earnings of the preceding calendar year

Section 4 All employees on the payroll with at least (15) years of seniority as of January 1st each year will be eligible for vacation to be computed at (8) percent of the employee's gross annual earnings of the preceding calendar year

Section 5 The number of hours of vacation time off will be granted based on the employee's seniority as of January 1st of each year

Seniority of at least 6 months - 40 hours

Seniority of at least 3 years - 80 hours

Seniority of at least 10 years - 120 hours

Seniority of at least 15 years - 160 hours

Section 6 Vacation paychecks will be paid to the employees by February 1st of each year, unless the employee requests before February 1st in writing vacation check be held until time of vacation Vacation pay will be issued in one check only

Section 7 Employees entering military service will receive vacation pay at the time of leaving under the provisions and rates set forth above

Section 8 An employee who has quit or has been discharged shall not receive vacation pay for the earning year in which the quit or discharge occurred If a discharged employee is reinstated, back payment of vacation pay is possible depending on the settlement of the grievance

In the event of death of an employee, payment of vacation pay will be made to their life insurance beneficiary

Section 9 Vacations shall, as far as possible, be granted at the time most desired by employee, but final right of allotment of vacation periods is reserved exclusively by the Company in order to insure the orderly operation of the plant Where con-

licts occur they shall be decided on the basis of seniority among contending parties

(a) Once vacation is granted by the Company it will not be canceled without the employee's consent

(b) Employees will be allowed to take vacation one or more days at a time

Section 10 Employee shall request vacation time off and pay (if applicable) in writing at least two (2) weeks prior to the starting date of the vacation A copy of the request shall be retained by the employee The employee request for vacation shall be signed by the employee's department foreman and approved by the Superintendent

ARTICLE XII - PENSION PLAN

The Company Hourly Rated Employees Retirement Income Plan which becomes effective October 1, 1993 will include the following benefits

(a) Normal retirement at age 65 with the following amount paid for each year of Credited Service

October 1, 1998	\$4 25
October 1, 1999	\$5 00
October 1, 2000	\$6 00
October 1, 2001	\$7 00
October 1, 2002	\$8 00
October 1, 2003	\$10 50
October 1, 2004	\$13 00

(b) Effective October 1, 1993 Unreduced early retirement will be available at age sixty-two (62) if an employee has at least fifteen (15) years of credited service

- (c) Vested Rights - Any employee terminating employment, October 1, 1993 or after, for any reason, with at least five (5) years of Credited Service, shall be entitled to vested rights
- (d) Disability Benefit - Disability pension requires fifteen (15) years of credited service. The disability benefit is equal to that of normal benefit. Eligibility for a disability benefit is contingent on receiving Social Security Disability.
- (e) Early retirement at age 60 with at least ten (10) years of credited service. Benefit reduction for early retirement will be per usual actuarial tables.
- (f) Credited service will equal seniority as of 9/30/98. As of 10/01/98 Credited service will be earned per schedule below

Hours Worked	Credit Service Earned
1692-MORE	12/12
1551-1691	11/12
1410-1550	10/12
1269-1409	9/12
1128-1268	8/12
987-1127	7/12
846-986	6/12
705-845	5/12
564-704	4/12
423-563	3/12
282-422	2/12
141-281	1/12
0-141	0

The above information will be reflected in the actual Pension Plan. The Pension Plan will be drafted in such a manner as required by the U.S. Department of Internal Revenue and will include the necessary ERISA requirements. A copy of this plan, once approved, will be available in the Personnel Office as well as a copy provided to the Union.

401K Savings plan

The Company will make available to all eligible employees, a 401k plan for employees to contribute a portion of their pay of 1% to 15%. A company match will be provided according to the following charts. The match will be based on 6 percent of the employees gross wages based on 40 hours per week.

Effective	% of match
January 1, 2000	10%
January 1, 2004	25%

Stipulations and provisions of the current plan may be found in the Human Resources department.

ARTICLE XIII - GENERAL

Section 1 This Agreement shall be subject to changes that may become necessary due to Federal and State statutes, court decisions, executive order, and properly authenticated administrative rulings.

Section 2 Nothing herein shall permit the Union or any of its members to assume authority to officiate in a Managerial or supervisory capacity.

Section 3 Company rules have been established as of the date of the signing of this Agreement, and discipline will be administered in a fair and reasonable manner. Employee shall promptly and efficiently execute the reasonable instructions and orders of the supervisors incidental to the proper and efficient conduct of the business of the Company.

The reasonableness of present or future Company rules, application and discipline is all subject to the grievance procedure. All Company rules will be made known to employees before becoming effective by posting. In imposing discipline the Company will not take into account any infraction which occurred more than one (1) year prior to the current infraction.

Section 4 The Company agrees to maintain a bulletin board in some suitable place for the use of the officers of the Union, exclusively, for posting

- (a) Notices of Union recreational and social affairs,
- (b) Notices of Union elections,
- (c) Notices of Union appointments and results of Union elections,
- (d) Notices of Union Meetings,
- (e) Or such other notices of informational material as may be designated by International or Local Union

Section 5 The Company reserves the right to determine the nature and extent of the work and the operations to be performed by the Company, the products to be manufactured, the schedules of production and the process of manufacturing together with all designing, engineering, and the controlling of raw materials

Section 6 The Company shall furnish work gloves for all employees when necessary, and it shall be the employee's responsibility to return a worn-out pair before replacements are issued

- (a) The Company is to furnish adequate safety equipment to all employees where required
- (b) The Company shall furnish employees with non-prescription safety glasses & ear plugs at no charge. The employee must return a worn-out pair before replacement pair is

issued. If lost or damaged through employee negligence replacements will be furnished at a reasonable cost to employee. These devices shall be worn at all times while in our plant

- (c) The Company will pay 70% of the cost for prescription safety glasses for the employee (frames and lenses) ordered through the company supplier. The employee will not be limited to the number of glasses ordered in a year
- (d) The Company agrees to print copies of this Agreement together with all appendices hereto for distribution to membership during the life of this contract

Section 7 All employees shall be granted one (1) ten minute rest period in the first four (4) hours of work and one (1) ten minute rest period in the next four (4) hours of work, and such periods shall be agreed upon between the Company and the Bargaining Committee. Production employees are not required to work during the rest period

Where it is not possible or practical on a three shift operation to establish schedule of 8 hours of work each shift, work shifts will be established on the basis of arrangements for lunch not in excess of fifteen minutes being provided during the shift period without loss of pay

- (a) All employees will be granted five (5) minutes wash up time prior to the employee lunch time, and five (5) minutes at the end of shift

Section 8 The Company agrees to maintain an adequate first aid room, and to render first aid treatment to sick and injured employees

Section 9. Only trained authorized and licensed operators shall be permitted to operate a lift truck

Section 10 Production, Machine Repair and Tool and Die Repair work normally performed by employees within the bargaining unit shall not be performed by supervisors, or other personnel not included within the bargaining unit except to instruct or demonstrate proper methods and procedures of performing work operations, or in the event of an emergency, or in such cases where assistance is necessary to restore and/or maintain normal production operations if and as long as sufficient employees are not available. In an emergency, when a non bargaining unit member(s) is performing bargaining unit work the Company shall make every available effort to obtain another bargaining unit employee as a replacement in a timely manner. The emergency situation must be verified by the Plant Manager or his designee. The Company will not send bargaining unit employees home allowing non bargaining unit members to perform bargaining unit work.

"Emergency" is a situation which can be neither anticipated nor postponed and which will cause loss in production or endanger life or property. Such supervisors, and other personnel may also operate equipment and produce products for the purpose of trying out new equipment, determining cause and effect of faulty operations and equipment failures, and may run tests to establish appropriate operation methods. The Company will not use this section to establish production standards, avoid overtime and/or restrict the growth of the bargaining unit.

Section 11 Insofar as the employees covered by this Agreement are concerned, this Agreement shall be binding upon the employer's successors, assignees, purchasers, lessees or transferees whether such succession, assignment or transfer be effected voluntarily or by operation of law, and in the event of the employer's merger or consolidation with another Company or companies, this Agreement shall be binding upon the merged or consolidated Company.

Section 12. Production and Maintenance work within the Plant shall not be subcontracted (except when customer requirements, i.e. engineering changes, time, or circumstances require it) during either regular or overtime hours where the work is normally and usually performed by employees in the Bargaining Unit and appropriate equipment and qualified employees are available to do such work. Prior to the Company subcontracting work that is normally and usually performed by the Bargaining Unit the Company will notify the Bargaining Committee in writing of such intent and disagreements are subject to the Grievance Procedure.

Section 13 The Company intends to provide in house training for employees whenever practical. In addition, the Company will reimburse employees for the cost of classes an employee takes if the following criteria are met:

- (a) The class is relative to the Company's activities and the Company deems it necessary and useful
- (b) The employee obtains a grade of C or better if graded on that scale, satisfactory if graded on that scale, 2.0 or better if graded on that scale and pass/completed if graded on that scale
- (c) The company will prepay tuition for employees who are in the Machine Shop, Electrician, Machine Repair, and Welder Technician classification. If an employee does not successfully pass the class, tuition must be refunded to the company. Repayment may be payroll deducted over 26 weeks.
- (d) An employee's transportation cost to and from the class is not reimbursable, nor are the hours spent in class or studying.

considered hours worked for pay purposes

Section 14 There shall be a Joint Safety Committee consisting of one (1) bargaining unit member (not Bargaining Committee) from first (1st) shift, second (2nd) shift and third (3rd) shift designated by Local Union President and an equal number of representatives from Management. The Local Union President will designate a temporary Joint Safety Committee member when such vacancies occur. Regular monthly meetings will be held in the plant by the Joint Safety Committee.

Complaints which are not satisfactorily handled by the Safety Committee may be presented as Grievances for process and final determination through the Grievance Procedure of the Agreement. Union Safety Committee members will be paid by the Company for time spent in such meetings and investigating safety concerns at their regular rate of pay for non-production employees and the production rate for production employees regardless of their regular scheduled shift, and for time spent consulting with, and accompanying Federal and/or State Inspectors during the course of their inspection.

Section 15 The parties agree that in today's competitive environment we need to take advantage of all employee's skills and abilities. The contributions of all are essential to the long term viability of the plant. We believe that an environment in which the parties work safely and cooperatively is the key to success. Without this environment and the cooperation and participation of all we will not be able to meet the expectations of our customers. We believe that if all parties support safety, quality and the continuous improvement of all aspects of our facility we will continue to grow and prosper.

Section 16 The Company and the Union recognize that during the period of this agreement certain non-wage related issues may come up that were not anticipated prior to the signing of this agreement. Both parties agree to discuss such

issues and make such modifications as mutually agreed, and ratified by the bargaining unit. Failure to reach mutual agreement does not give the company the right to unilateral implementation.

Section 17 This Agreement shall remain in force until 11 59 p.m. January 23, 2005 and thereafter for successive periods of sixty (60) days unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by Agreement or by withdrawal by the party proposing amendment.

In witness whereof, the parties hereto have set their hands on this April 6th, 1999.

Memo of Understanding

During periods where plant wide inventory is to be performed, the tasks will be performed jointly between hourly and salaried employees.

Memo of Understanding

Prior to the Local Union seeking strike authorization during the term of the agreement, the Parties agree to attempt to resolve such disputes by mediation utilizing the Federal Mediation and Conciliation Service. This meeting shall take place within ten (10) days of the parties reaching an impasse.

Memo of Understanding

Plant shutdowns due to holidays, inventory or other foreseen instances are not subject to Article 3, section 5 and 6. During shutdowns the most senior employees may volunteer for work available. Those employees who volunteer will be available to work jobs as required. Excluding tasks that are performed by

skilled trades

Memo of Understanding

The Company may adopt, amend, or rescind any one (1) or more Gain Sharing or Profit Sharing Program(s) affecting any group of employees, provided that such programs are in addition to (not in place of) all wages and benefits provided for in this Agreement. Compensation will be distributed equally among all employees, and shall not be included as gross annual earnings for vacation pay purposes.

It is understood that the Bargaining Committee will be advised and have the opportunity for discussion and input prior to the adoption, amending or rescinding of any Gain Sharing Program.

Any programs adopted or amended will not circumvent this Agreement in any way. Any Gain Sharing, or Profit Sharing Program(s) may be terminated by mutual agreement.

Memo of Understanding

In the negotiations recently concluded the parties agreed that Article III, Section 17 shall be interpreted to mean that

Where an employee has a skill that is needed in another classification he or she may be moved, out of line of seniority, to perform the needed work.

This applies only where that is no available employee within the classification with the required skill available at straight time.

It is also understood that this applies only where a senior employee does not have the requisite skill to perform the job properly.

Memo of Understanding

In our negotiations recently concluded the parties discussed Article XI of the contract and agreed that vacation pay was based upon hours worked and earned which include

Wages
Bereavement Pay
Shift Premiums
Vacation Pay
Jury Duty Pay
Holiday Pay
Back Pay
Grievance Awards

Memo of Understanding

As we discussed in our Negotiations recently concluded, with regard to Article III, Section 10 of the agreement

When rotation between lines occurs it shall occur on an every five (5) hour or less basis, and rotations shall be to the left. The parties reserve the right to make whatever adjustment may be required to meet the forthcoming OSHA regulations on the topic. The parties contemplate this language applying to the Press Room unless they choose, in the future, to modify this agreement, by mutual consent, to extend it.

Memo of Understanding

In the negotiations recently concluded the parties agreed that Article V, Section 20 (a) as modified is to be interpreted so that the (2) hour rule shall not apply in emergency situations, nor shall it apply when unforeseen customer requirements occur. The Company retains the burden of proof in these situations.

Memo of Understanding

The parties in the negotiations recently concluded agreed. Die Washers will be a separate classification and will accrue seniority in the General Group. Janitors will accrue seniority as a separate classification in the Maintenance Group. Oilers will accrue seniority as a separate classification in the Maintenance Group.

Memo of Understanding

In negotiations recently concluded, concerning the interpretation of Article V, Section 16

The language is to be interpreted so that
If a production employee volunteers for, or is assigned a non-

production job at the start of the shift the rate drawn is the rate of the job

If a production employee volunteers or is forced to a non-production job during the shift he/she will be paid the production rate or the rate of the job which ever is greater

Memo of Understanding

The Company may utilize fill-in employees in the production classification who will not become seniority employees and will not receive benefits under this agreement provided the Company has recalled all bargaining unit employees

A fill in employee is a replacement for an employee who is absent for whatever reason. Job vacancies which are known to be permanent jobs will not be filled by fill-in replacements but will be posted for job bids and then employees hired for those involved permanent job openings. Fill in employees may work daily and weekend overtime only after the Company has attempted to use bargaining unit employees who volunteer for daily or weekend overtime. The number of fill in employees will not exceed 10 percent of the number of bargaining unit employees. This percent may be increased to cover the leaves and vacations.

OXFORD AUTOMOTIVE, INCORPORATED

Louis Dezsi, Plant Manager

Bill Jessee, Human Resources Manager

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, AND LOCAL 2289

David Blevins, President

Mark Raque, Vice President

Mike Willis, Recording Secretary

Carl Missi, Financial Secretary

Terry Thurman, Regional Director, U A W

Roger Preston, International Representative, U A W

COMPANY RULES AND REGULATIONS

- 1 Ringing clock card of another, or repeated failure to ring own card
- 2 Poor workmanship, making scrap or rework
- 3 Injurious or dangerous pranks (horseplay, scuffling, running, or riding on hand or gas operated lift trucks)
- 4 Fighting on Company premises (quarreling not recognized as fighting)
- 5 Employees must punch out when leaving company property at any time during working hours except on Company business
- 6 Garnishment or Wage Assignments
- 7 Immoral conduct or indecency
- 8 Theft or misappropriation of property of employees of the Company
- 9 Abuse, misuse or deliberate destruction of Company property, tools, equipment or the property of employees in any manner
- 10 Disregard of safety rules of common safety practices
- 11 Smoking in no smoking areas
- 12 Failure to report personal injury or accident immediately to supervisor and then report to first aid
- 13 Falsification of personnel or other records
- 14 Refusal to obey reasonable order of supervisor or other designated supervisors
- 15 Leaving department without permission
- 16 Employees wasting time, loitering or visiting
- 17 Eating, drink of beverages except at designated break or lunch periods
- 18 Possession or use of liquor, alcoholic beverage, or illegal substance on Company property at any time
- 19 Reporting for work under the influence of alcohol or illegal substance, suffering from alcoholic hangover, or in an unsafe condition
- 20 Restricting output
- 21 Unauthorized soliciting or collecting contributions for any purpose whatsoever on Company premises
- 22 Failure to be in department ready to begin work

when signal is sounded (at beginning of shift, end of break period, end of lunch period) unless granted permission by immediate supervisor

- 22 Repeated absence or being late for work
- 23 Conviction of felony
- 24 Distracting the attention of others, or causing confusion by shouting, catcall or demonstrations in the plant
- 25 Creating or contributing to unsanitary conditions, or Throwing refuse or objects on the floor
- 26 Unauthorized operation of machines, tools, or equipment
- 27 Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without specific authority of management
- 28 Abusive language to any employee or supervisor
- 29 Making preparations to, or quitting work, before signal is sounded

The above list of actions that can cause disciplinary action (up to and including dismissal) is not meant to be comprehensive. In addition to the above specifically listed rules, employees are expected to use common sense, good judgment, and act in the interest of the Company at all time.

In most cases, an employee with job performance problems can normally expect to be given a warning and an opportunity to improve before dismissal would be considered. However, the Company is in a highly competitive situation, and satisfying our customers and having smooth internal relationships is vital. Consequently, the Company must reserve the right to terminate employment of any employee with or without cause and with or without advance notice, at any time.

MACEY SWANSON AND ALLMAN
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January 31, 2005

VIA Overnight Mail

Oxford Automotive, Inc
c/o The BMC Group, Inc
1330 East Franklin Avenue
ElSegundo, CA 90245

Re Oxford Automotive, Inc
04-74377

Dear Sir/Madam

Enclosed please find the original and one copy of International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and Its Locals 1763 and 2289 Proof of Claim. Please return a file marked copy of the Proof of Claim to me in the enclosed self-addressed stamped envelope.

Thank you for your assistance

Sincerely,

MACEY SWANSON AND ALLMAN



Richard J Swanson

RJS tlw
Enclosure
1- 740