

Summary of Offer To Settle

March 18, 2004

1. Change the effective date of the Supplemental Agreement from "25th of August, 1997" to "1st of August, 2003". (Traditional and Continuous language.)
2. Amend Article IV, (b) (1), weekly dues deduction
3. Make modifications/corrections to Divisions as needed by the realignment.
Division I add: 1320, 2312 & 2431
Division II add: 2420
Division IV add: 1021, 1126, 1211, 1911 and dept. 1912, code 146 & 147
4. Article VI, Local Holidays (Traditional) (Continuous)

Monday following Easter Sunday	Easter Sunday
Friday following Thanksgiving Day	Friday following Thanksgiving Day
December 24, 2004	December 24, 2004
December 24, 2005	December 24, 2005
December 24, 2006	December 24, 2006

In lieu of the employee's birthday, the Employer and the Local Union agree to designate as follows:
July 2, 2004
July 1, 2005
July 3, 2006

The birthday holiday for all employees on continuous schedule may be observed by said employees anytime during his/her birthday month by giving a 48 hr. notice.

Article VI, local Holidays, Birthday Holiday for Continuous Operation: The Company proposes the birthday holiday for all employees on continuous schedule may be observed by employees on the actual date of his/her birthday, meaning that if your birthday fell on your non-scheduled day you would receive only eight (8) hours of holiday pay. The Negotiating Committee rejects the proposal, and maintains the current contract language as it pertains to the birthday holiday.

5. Article VII, Reporting and Minimum Wage Payments, remove specific names of TV stations

6. Article VII, Section 4, Distribution of Work other than maintenance, change ability to cancel overtime after sign on sheets are posted.

Employees on continuous operation who volunteer for overtime by the use of the sign on sheets, may not cancel out of the overtime opportunity once the sign on sheets are removed on Wednesday at 11:00 a.m. of each week. When the overtime opportunities are posted at 2:00 p.m. on Thursday, the overtime opportunities listed become the employees regular scheduled shift and treated as such.

As an exception to the above, an employee will be granted 2 (two) opportunities to cancel out of overtime and not be used in attendance issue or review.

Company can not cancel scheduled overtime unless extenuating circumstances that affect the plant and will communicate to the union.

Article VII, Section 4K The Company proposed that all errors made under the Distribution of work would be corrected at the next opportunity rather than any payment for those errors. In addition to the above, the Company presented a proposal on February 13, 2004 that after utilizing all available production balance employees the low houred off shift employees of a classification would be scheduled to work (Mandatory Overtime) until the requirements of a shift were fulfilled. These proposals were met with fierce opposition, the Company eventually withdrew from the table.

7. Article X, Seniority, clarify removal of employees from a classification during a surplus

1st removed will be the temporary employee not replacing an employee

2nd removed will be learners not having 30 days on the job or learning time of the job

3rd removed will be temporary employees replacing someone out of work

4th removed will be permanent employees (reverse order of seniority)

8. Green Letter #4, Item 10, establish a method of out of classification overtime

#10 In the past, there was no set procedure for offering out of class overtime. However, in the interest of distributing out of class overtime in a fair and equitable manner, each business center and department will be responsible for the establishment of such a system for their area of control.

9. Safety Shoe program updated for term of agreement
Safety shoe certificate \$35.00 each year
***Company will honor unused vouchers from previous years still held by employees**
Vendors: Franklins, Leigh High truck at the plant, Shoe Carnival and Southern States

Safety Shoes - Our current agreement with the Company provides the members a \$35.00 annual credit for the purchase of safety shoes and any unused amounts will be forwarded to the next year. During our recent negotiations the Company proposed all employees would be required to wear safety shoes (Mandatory) and they would give a \$45.00 shoe voucher yearly and issue a new certificate valued at only \$80.00 for any unused amounts. The Union rejected this proposal and the current agreement remains in effect.

10. Article VII, Section 4, Crew preferences (A, B, C, D) Overtime clarification, days and nights
A crew has opportunities for overtime on B crew
B crew has opportunities for overtime on A crew
C crew has opportunities for overtime on D crew
D crew has opportunities for overtime on C crew
11. Article VII, Section 4, (d) (A) filling of vacancies in 12, 6/6, 6 and 8 hour increments
Previous memorandum of agreement added to the contract
12. Green Letter, #4, Item 1, 30 minutes to secure a union representative
13. Housekeeping items
1. Changes Industrial Relations Manager to Manager of Human Resources
2. Misspelled words and typing errors
3. Industrial Relations Office to Human Resources Department
14. Letters to modify or delete, in the back of the contract
15. Removing all of the 6 2/3 language from the contract
16. Job posting and bidding procedure - 2000 negotiations update
Job postings at punch clocks

**Bid at times other than office hours outside of the entrance to the front offices
Can be canceled by either party if problem arise**

17. Laid off maintenance employees being recalled to production jobs
 1. **Can be recalled to production job with bid rights**
 2. **If returns and bids to another production job, must stay 18 months unless they are going to hire from the street, then they can be considered for the job if qualified.**
 3. **May refuse production job under SUB Agreement and not loose his recall rights to maintenance jobs, or SUB eligibility.**
 4. **It is understood that in no event, will maintenance employees be allowed to bump into the production organization or displace a least senior employee.**

18. New letter #9, overtime work to off crew employees
Employees in a department may work a crew other than their opposite crew for overtime before the company uses out of department overtime to cover the job. You must work your scheduled overtime offered on your off crew prior to going to an opposite crew to work.

19. Article IX, Section 3, 60 day notice to schedule vacation shutdown
Applies for traditional and continuous operations.

20. Ventilation and heating letter
Address Banbury and Shipping areas.

21. Article VII, Section 4, (b), first employee to be drafted after being absent
Housekeeping item.

22. Article VIII, Section 18, update hiring and minimum rates
Housekeeping item.

23. Article IX, Section 4 (g), canceled vacation posted for **72 hours** on bulletin boards

24. Article X, Section 1, (a) 11.(2), optional layoff posting for **72 hours** and applying at the employment office after third day

25. Change Effective Date, Amendment and Termination
26. Add John Goode letter to Butch Robinson on filling of vacancies on shifts for maintenance employees
Filling of division vacancies on crew, in classification, by seniority. Employee transfer into maintenance, will have the last vacancy after the above procedure.
27. Maintaining fire protection and safety equipment in the plant
 1. **Weekly checks of fire risers to pipefitters on shift**
 2. **Checks of fire hoses by E. R. B.**
 3. **Monthly checks of fire extinguishers by janitors in the department**
28. Shift preference cards
Company has committed to provide copies of shift preference cards to employees when changes are made, also signed and dated by the managers.
29. Maintenance division letter
 1. **Maintenance department will be increased by 15 craftsmen (5 per year) This is above the current manning of April 1, 2004.**
 2. **Committee of maintenance employees and local management to set up efficient utilization of maintenance employees and reduce the use of outside contractors.**
 3. **Finalize and communicate to Maintenance Division Chairman the management organization reporting structure.**
 4. **Modify shift preference card to include division preference**
 5. **Grievance 37-99-1110 will be dropped and Jim Moyer letter of August 11, 2000 will be null and void.**
 6. **To adhere to a daily vacation formula as outlined in Red letter 3, item #2 originally amended December 19, 1997 and updated March 18, 2004.**
30. Maintaining a copy of the employee report off slips in the Human Resources department
Will be kept for one (1) rolling year
31. New letter #10, Birthday holiday for employees who transfer between traditional and continuous schedule
An employee transferring from a continuous schedule to a traditional schedule and have taken their birthday holiday will be offered work on the local holiday. If offered and refused, you are not eligible for SUB benefits; neither will such

refusal have any impact on holiday pay for Independence Day. Hours offered under this shall be straight time, shall not be charged under Article VII, Section 4, and shall be computed in the calculation of weekly overtime. Employees offered work on the above holiday due to the classification being scheduled and as not as a result of this agreement, shall be paid per Article VI, Premium Pay.

Employees transferring from a continuous to a traditional schedule after the local Independence Day holiday, but prior to their birthday month, will be permitted to schedule a birthday holiday within 90 days of transfer.

Employees transferring from a traditional to a continuous, before the Independence Day holiday but after their birthday month, will be permitted to schedule a birthday holiday within 90 days of transfer.

Employees transferring from a traditional to a continuous schedule after the local Independence Day holiday, will not be entitled to another birthday holiday.

Holiday pay (8 or 12 hours) shall be based on the employees' schedule. Nothing shall be constructed as providing other than the eleven contractual holidays in a year.

32. Article VIII, change 90% and 95% wage payments to JWL
Local language to track with master language
33. Union involvement in vendor selection for coveralls and canteen
Union will be in on the discussions of vendors, and selection if a need from the current vendor is needed. Will follow corporate policies and procedure standards.
34. Removal of round tables in cafeterias
35. Red letter #3, daily vacation formula
After many years of trying to achieve a daily vacation formula this was obtained during the 2003 negotiations that reads as follows:
Hourly employees eligible for vacation will be offered the opportunity to take up to 120 hours of vacation per year, one day (12 hours), or ½ day (first 6 hours or last 6 hours) at a time, providing the requirements of Article IX, Sec. 1, Paragraph (a) and Section 3 (a) are met. The scheduling of such vacation will be according to the following formula:
 1. The Business Center Manager or their designee and the Union Division Chairman or their designee will

- calculate the daily vacation allotment by week, for each month by the 15th day of the preceding month.
2. **The total number of open, non-scheduled weeks of vacation for each classification or groups of classifications that currently balance weekly vacation, will be multiplied by fifty percent (50%) or .50. * If the resultant figure is five-tenth (.5) or more over a whole number, the number of people permitted per week would be advanced to the next highest whole number. If the figure is less than five-tenths over a whole number, the number of people permitted per week would be reduced to the nearest whole number. A minimum of one (1) person per classification or group of classifications will be allowed off.**
 3. **Daily vacation requests shall be made concurrently with the overtime sign on sheets for that specific week. Employees who request a day of vacation, must submit their request by 11:00 a.m. on Wednesday, before the overtime sign on sheets for the following week comes down. If a day of vacation is requested after the sign on sheets have been taken down, the requirements of this daily vacation formula will not apply and such requests will be handled on a case by case basis with the business center manager or his/her designee involvement. This daily vacation request timeline does not apply to employees on a traditional operating schedule.**
 4. **If an employee(s) request weekly vacation, for the same open slots prior to another employee's request for daily vacation, the weekly vacation request would be honored prior to the daily request. Once an employee requests and gets approved for daily vacation during any workweek, then a subsequent request for weekly vacation for that same slot will not be honored.**
 5. **The Company is not required to grant daily vacation if the weekly allotment is full of weekly vacations.**

A full week of vacation will be either three (3) or four (4) days scheduled and any full scheduled work day, Saturday through Friday, may be pre-scheduled, as outlined above, as a vacation day.

*** deleted language**

36. Renew the Heat Relief Letter originally written by George Carter
37. Remaining vacation hours on employees weekly payroll checks
Company is in the process of developing a new system for payroll (Gold Colors) for the Danville plant. As part of the system the Company will attempt to develop the necessary program to have vacation hours on the employee's check stub.
38. Green letter #4, Item 14, if not moved to new job within 90 days, transfer employee to the top rate of the job

Once this 90 day time frame has expired, the employee awaiting transfer will receive the top rate of pay for their newly awarded job, if it is higher than their current rate.

39. Business Center Manager designating a person to be responsible for investigating and processing pay shortages
To be done in a timely manner
40. Department 4040, job code 118 (route tires/truck & load) and 119 (truck and load) no longer balancing overtime hours
41. Maintenance on-shift labor movement after overtime is moved
Scheduled overtime maintenance employees moved in reverse order of seniority, this order will be used until exhausted or production needs are met. If additional labor is needed, Article XI, Miscellaneous, Maintenance Division language will be used.
42. Posting of overtime in Maintenance, such as time of day (1:00 p.m.) and days (Tuesday, Thursday and Saturday)
43. Employees who are out of work under 60 days may return to previously assigned job, shift and machine in Division II
44. Cleaning up outstanding grievances
The parties agreed to use a third party with prior knowledge and history of the Danville plant to act as an unofficial mediator to help resolve grievances related to contract violations or interpretations. The parties will continue to use the normal process as outlined in Article V (b) 1 of the Collective Bargaining Agreement for the settlement of discharges and other cases to be yet determined.
45. Division Chairmen will be compensated for hours spent on lead hand implementation by the company
46. Overtime will be used in the original vacancy
Clarification of 1988 negotiated language to that end the Company agreed that when overtime workers are used, they will be used to cover the existing contractual vacancies on those specific jobs within a classification, including specific workstations.
47. Elimination of 50/50 vacation shutdown language

48. Use of labor trainers plant-wide
A reasonable effort will be made to utilize more and different employees in each department in the plant; taking into account the skills and abilities of possible trainees. Division Chairman may meet with Business Center Manager to discuss issues that may arise due to the utilization of any labor trainer.
49. Business Center Managers describing area of responsibility for balance crew employees and train balance crew in all jobs in their area of responsibility.

**Special Explanation Meeting
On
Tentative Agreement
For Local Contract**

**MARCH 25, 2004
7:30 A.M. & 7:30 P.M.**

**Polls will open after the 7:30 a.m. meeting and
will remain open until 9:00 p.m.**