**ARTICLES**

**OF**

**AGREEMENT**

**BETWEEN**

**GENERAL CABLE INDUSTRIES, LLC.**

**LINCOLN, RI 02865**

**AND**

**UNITED STEELWORKERS**

**AFL-CIO, CLC**

**LOCAL 4543**

**March 29, 2009 through March 31, 2012**

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**Agreement**

This Agreement is made and entered into between General Cable Industries, LLC its successor and / or assigns, hereinafter referred to as the "Company" for its plant at 3 Carol Drive, Lincoln, Rhode Island, 02865 and the United Steelworkers, AFL - CIO, CLC hereinafter referred to as the "Union".

**Preamble**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the employees and the Company, to protect the safety and welfare of the employees and to stabilize employment. In order to insure true collective bargaining and to maintain proper standards of wages, hours and working conditions, the Company pledges considerate and courteous treatment to its employees and the employees in turn pledge their loyal and efficient service to the Company. It is mutually agreed between the parties as follows:

**ARTICLE I**

**RECOGNITION**

**1-1-1 SECTION 1**

The Company recognizes the Union as the exclusive collective bargaining agency during the term of this Agreement for the employees of the Company within the bargaining unit as certified by the National Labor Relations Board on March 6, 1951, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment. The Bargaining Unit as certified by the NLRB consists of all production, maintenance, shipping and receiving room employees of the Company, excluding laboratory employees, timekeepers, office employees, executives, guards, professional employees and supervisors, as defined in Section 2 of the act as amended.

**1-2-1 SECTION 2**

Accordingly the Union makes this Agreement in its capacity as the exclusive bargaining representative of such employees. The provisions of the Agreement constitute the sole procedure for the processing and settlement of any claim by any employee or the Union of a violation by the Company of this Agreement. As a representative of the employees the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

**1-3-1 SECTION 3**

The term "employee" as hereinafter referred to in this Agreement shall mean all employees of the Company within the bargaining unit described in Section 1 of this Article.

* + 1. **SECTION 4**

The Company and the Union agree that it will not discriminate on the basis of age, race, color, religion, sex, national origin, handicap or status as Disabled or Vietnam Era Veteran.

The Company and the Union subscribe to and support and will adhere to the applicable provision of the Civil Rights Act of 1964, related Executive Orders and rules and regulations issued there under and the Americans with Disabilities Act (ADA). The Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, is incorporated herein by specific reference.

**ARTICLE II**

**UNION SECURITY**

**2-1-1 SECTION 1**

All present employees who are members of the Union shall, as a condition of continued employment, maintain membership in good standing in the Union to the extent of paying the weekly dues uniformly charged of all members except for casual employees. All present probationary and all new employees shall sixty (60) days after date of hire as a condition of continued employment, become and remain members in good standing of the Union to the extent of paying the initiation fee and weekly dues uniformly charged of all members.

**2-2-1 SECTION 2**

New employees shall be considered probationary employees until the completion of sixty (60) calendar days except that the probationary period will be extended up to a maximum of thirty (30) days by mutual agreement of the parties. Such agreement will not be arbitrarily withheld. Said employees may be retained or discharged by the Company during this period at its discretion. Casual employees will be considered probationary for the duration of the Agreement. If the Company requires part time employees the parties shall meet and discuss such needs with the third step grievance committee of the plant. If both parties mutually agree then part time employees may be hired. Such agreement will not be unreasonably withheld. The above sentence does not conflict with the past practice of hiring summer help. Part time employees will receive holidays and vacation on a pro rate basis.

**2-3-1 SECTION 3**

Each employee who would be required to acquire or maintain membership in the Union if the foregoing Union security provisions, Sections 1 and 2, could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment beginning on the 30th day following the beginning of such employment or the date of this Agreement, whichever is later, to pay the Union each month a service charge as a contribution toward the administration of the Agreement and the representation of such employees. The service charge for the first month shall be in the amount equal to the Union's regular and usual initiation fee and monthly dues and any general and uniform assessment and for each month thereafter in the amount equal to the regular and usual monthly dues and any general and uniform assessment.

**ARTICLE III**

**CHECK - OFF**

**3-1-1 SECTION 1**

The Union shall, monthly after the date of this Agreement, submit to the Company check-off authorization cards for all employees who shall have executed such cards during the month.

**3-2-1 SECTION 2**

The Company shall deduct during the period of this Agreement initiation fees, dues and assessments to the extent uniformly required of all members. The check-off of payments due the Union as outlined herein shall be effective for those employees who execute individual authorization cards. (Form 530 of the International Union, or any subsequent renumbering or re-identification of this form, for such deductions from their earned wages.)

**3-3-1 SECTION 3**

The Company upon receipt of authorization cards from the employees, shall as aforesaid deduct from the weekly pay, Union dues for the current month, and promptly remit the same to the International Secretary-Treasurer of the Union, P.O. Box 117, Pittsburgh, PA 15230.

**3-4-1 SECTION 4**

The Union does hereby agree to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certification which shall have been furnished to the Company under any such provisions.

**ARTICLE IV**

**MANAGEMENT RIGHTS**

**4-1-1 SECTION 1**

Subject to the provisions of this Agreement, the management of the plant, planning, distribution, direction and control of production, sales, and the direction of the working forces, including hiring, discharging and disciplining of employees, and the reduction and increase of the working forces are the functions and responsibilities of the management.

**ARTICLE V**

**HOURS OF WORK AND PREMIUM PAYMENTS**

**5-1-1 SECTION 1**

The regular work week shall be five consecutive eight (8) hour days starting on Monday and ending Friday. The Company will continue its present practice of scheduling the hours of work per day to be consecutive as follows:

A. On continuous operations and/or operations which are scheduled for

three (3) shifts on a twenty-four (24) hour basis, eight (8) hours.

B. On other operations 8 1/2 hours per day with one-half hour unpaid lunch period.

The scheduling will apply provided it does not conflict with any law.

The first shift shall begin on Monday not earlier than 7:00 am and end on Friday not later than 5:00 pm with the exception of the Shipping Department. The second shift shall begin on Monday not earlier than 2:00 pm and end on Friday not later than 12:00 midnight. The third shift shall begin on Monday not earlier than 10:00 pm and end on Saturday not later than 8:00 am.

Once shift hours are established, except for the Shipping Department, they can only be changed by agreement of the parties.

The Company has and maintains the right to determine which operations are continuous and will or will not receive a one- half (1/2) hour unpaid lunch period.

**5-2-1 SECTION 2**

The Union and the Company agree that time and one-half shall be paid for all work performed:

A. In excess of eight (8) hours in any one day.

B. In excess of forty (40) hours in any one week.

C. On Saturday, excluding employees working the third shift. For employees working on third shift, see Section 4 of this Article.

D. On the following holidays:

1. New Year's Day

2. Memorial Day

3. Fourth of July

1. Victory Day
2. Labor Day

6. Columbus Day

7. Veteran’s Day

8. Thanksgiving Day

1. Day after Thanksgiving
2. Day before Christmas

11. Christmas Day

12. Day before New Year's

E. For the holidays listed in "D" above, the third shift will celebrate on the eve of the holiday, except that for holidays that fall on Monday, the third shift's holiday will be Monday night.

F. Overtime for worked performed on a twelve (12) hour shift continuous operating schedule shall be paid per Section 5-9-1.

**5-3-1 SECTION 3**

The Union and the Company agree that double time will be paid for all work performed on Sundays for the first and second shifts.

**5-4-1 SECTION 4**

Unless the parties to this Agreement agree to waive, in specific instances, the third shift time and a half day will be Sunday night from 10:00 pm to Monday morning at 8:00 am as defined in Section 5-4-2. The double time day for the third shift will be from Saturday night at 10:00 pm to Sunday morning at 8:00 am. Any waiver of the provisions of this section shall be in writing and signed by the parties.

**5-4-2**

If the Company schedules a six (6) day work week for the third shift and an employee does not work as scheduled on the sixth day, he/she will forfeit the overtime premium for work performed between 10:00pm Sunday and 8:00am Monday.

A. Told not to report to work.

B. Sent home after reporting for work.

C. Attending compulsory civic duties such as jury duty, etc.

D. Recovering from occupational injury received in the Company's employ.

F. Absence because of death in the employee's immediate family.

G. Reasonable lateness will be excused.

**5-5-1 SECTION 5**

Overtime for the same period shall be paid only under one of the classifications specified in the foregoing sections, whichever is the greater, and the same period of time shall be used only once for the purpose of calculating overtime payments.

**5-6-1 SECTION 6**

Employees shall meet overtime schedules for work as assigned by the Company, but shall not be expected to do so for any of the following excusable reasons:

A. Attending to compulsory civic duties such as jury duty, etc.

B. Recovering from occupational injury received in the Company's employ.

C. Because of sickness of the employee.

D. Valid personal reasons.

**5-7-1 SECTION 7**

The times referred to herein shall be Standard or Daylight Saving Time, whichever is the customary time in use.

**5-8-1 SECTION 8**

Overtime work shall be distributed by seniority amongst employees in the classification, and shift on a rotating basis. Overtime being equal, seniority will be given preference amongst employees in the classification or classifications involved or amongst qualified employees outside the classification if extra employees are required in accordance with the following agreement of the parties. On weekends with limited operations, forklift operators and warehouse workers may be utilized as requirements dictate, provided that the workload does not exceed normal day rate pace. For the purpose of overtime distribution, these steps will be followed:

Step 1. Present job classification

Step 2. Amongst employees within the cell who have held the classification or who the Company, in its sole discretion, determines are fully qualified to do the job without training, if employees in Step 1 above are not available.

Step 3. If employees are not available under Steps 1 and 2 the Company may offer such overtime to employee(s) who are classified or qualified to do the job with minimal training but are now on other jobs in other cells.

The Company and the Union have formalized a procedure for overtime distribution as of April 1, 1996.

The procedure will include the following:

1. A joint Labor and Management group will be responsible for offering, tracking, and posting overtime.

2. The procedure will include a description of the method used to distribute and track overtime.

3. Employees that have been unfairly charged for overtime will be given preference for future overtime.

4. In the event that the above procedure established does not meet the needs of either party, both parties agree to develop a system that satisfies their needs.

5. Any refusal of overtime with less than two and one half (2 1/2) hours notice will not be charged as overtime.

**5-9-1 SECTION 9**

If production requirements necessitate a classification, cell or the plant to operate on a sustained seven (7) day-a-week basis, the Company will meet with the Union and so advise the Union of the reasons for the sustained scheduled at least two (2) weeks in advance. If the Company is not able to staff a seven (7) day schedule on an ongoing basis, the Company will meet with the Union to advise the Union of the problem and negotiate other alternative work schedules and methods of payment. If the parties do not reach an agreement, the Company may implement a rotating four (4) days on/four (4) days off (twelve hour shift) continuous operating schedule. Overtime shall be paid at time and one-half in excess of forty (40) hours in any one work week. On Sundays and Holidays, employees shall be paid time and one-half for all hours worked. Double time shall be paid on the seventh consecutive day worked. (There shall be no duplication or pyramiding of overtime and/or premium pay.) Work on holidays (excluding Victory Day, Columbus Day and Veterans Day) shall be voluntary.

**ARTICLE VI**

**HOLIDAYS**

* + 1. **SECTION 1**

The Union and the Company agree that all eligible employees, as outlined in Section 2 of this Article shall receive holiday pay per Schedule “A” of this Agreement.

1. New Year’s Day
2. Memorial Day
3. Fourth of July
4. Victory Day
5. Labor Day
6. Columbus Day
7. Veteran’s Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day
12. Day before New Year’s

Holidays for the 3rd shift shall conform to Section 5-2-1 letter F.

It is agreed that if Victory Day is no longer a legal holiday, Good Friday will be substituted.

If Veterans’ Day falls on a Tuesday, Wednesday, or Thursday, it shall be celebrated on the previous Monday.

If New Year’s Day, Fourth of July, Veteran’s Day or Christmas Day falls on a Sunday, the day following is observed as the legal holiday. (RI State Law)

**6-2-1 SECTION 2**

To be eligible for holiday pay, an employee shall have satisfactorily completed the probationary period and shall have worked their full scheduledworkday before and after the holiday unless the employee's absence on either such days is due to one of the following excusable reasons:

A. Told not to report to work.

B. Sent home after reporting for work.

C. Attending compulsory civic duties such as jury duty, etc.

D. Recovering from occupational injury received in the Company's employ.

F. Absence because of death in the employee's immediate family.

G. Reasonable lateness will be excused

If an employee is on personal leave of absence his/her first scheduled work shift after the holiday for the purposes of article 6-2-1, is the day after his/her personal leave ends. No employee shall be paid for a holiday which falls during a leave of absence of any kind. An employee on layoff will be paid for holidays that occur within 30 days of said layoff.

**6-2-2**

If work is scheduled for a holiday listed in Section 6-1-1, employees who work that day must work either the last fullscheduled day before the holiday or the first fullscheduled work day after the holiday to be eligible for holiday pay. Holiday pay shall be in addition to pay received for work on the holiday.

**ARTICLE VII**

**VACATIONS**

**7.1.1 SECTION 1**

Vacation shutdowns, if any, may be scheduled, between June 1, and December 31, of a given year. If the Company elects to have plant vacation shutdowns, theyshall be announced prior to May 1st of that year. There shall be no bumping during plant vacation shutdowns.

**7-2-1 SECTION 2**

The vacation year runs from July 1 to June 30**.** Employees entitled to vacation of two (2) weeks or less who are not required to work must take their vacation during the plant shutdown**s**. Employees entitled to vacations in excess of plant vacation shutdowns or more than (2) weeks may take their additional vacation with the approval of the Company providing it does not interfere with plant operations. In the event of any conflicts, seniority will govern provided the employee requests his/her vacation by May 1st. After May 1st, vacation shall be scheduled based on the date of the request.

Employees in the Maintenance cell will be required to work during plant vacation shutdowns as required by the Company**.**  The Company may require some other employees to work during the plant shutdown for vacation, if so, the work will be offered by seniority within the cell.

**7-3-1 SECTION 3**

Employees shall be paid vacation based on the following schedule of seniority and pay:

Six months but less than one year on July 1st = 20 hours pay

One year but less than three years on July 1st = 40 hours pay

Three years but less than ten years on July 1st = 80 hours pay

Ten years but less than fifteen years on July 1st = 120 hours pay

Fifteen years but less than twenty-five years on July 1st = 160 hours pay

Twenty-five years and over on July 1st = 200 hours pay

**7-3-2**

Employees with 30 years and over will also receive a single lump sum payment of $100 each vacation year, payable at the time the employee takes his/her first vacation or vacation payment during the year.

**7-3-3**

Employees entitled to more than eighty (80) hours of vacation pay who do not wish to receive all of their pay in one check must notify Human Resources of their intentions no later than June 1st.

Those employees who do take advantage of this option must notify Human Resources two weeks before they wish to receive the remainder of their vacation pay.

It is understood that all vacation pay will be based on the wages prevailing on July 1st of the vacation year in question regardless of when it is paid.

**7-4-1 SECTION 4**

The Union and the Company agree that any employee otherwise entitled to vacation pay, but because of leave of absence, lay-off, death, or total disability shall have worked less than all of the said twelve (12) month period between July 1st of the preceding year and June 30th of the vacation year shall have his/her vacation pay reduced in accordance with the following schedule:

Five months worked shall receive 8/12th

Six months worked shall receive 9/12th

Seven months worked shall receive 10/12th

Eight months worked shall receive 11/12th

Nine months worked shall receive full vacation

**7-4-2**

Vacation time shall be as follows:

40 hours but less than 80 hours of pay = 1 week

80 hours but less than 120 hours of pay = 2 weeks

120 hours but less than 160 hours of pay = 3 weeks

160 hours but less than 200 hours of pay = 4 weeks

200 hours pay = 5 weeks

**7-4-3**

The periods above shall be computed on the following basis:

Three (3) months = 60 Days

Four (4) months = 80 Days

Five (5) months = 100 Days

Six (6) months = 120 Days

**7-4-4**

Any part of a day worked will be counted as a full day worked for purposes of meeting the above requirements. (Also see 13-8-1)

**7-4-5**

An employee who retires on the Carol Pension for Hourly Employees on or after reaching the age of 60 shall receive, in addition to his/her pension benefits, his/her accrued vacation pay as defined in Section 7-4-1 of this Article.

**7-5-1 SECTION 5**

The Union and the Company agree that as to employees who are laid-off, only such of said employees who are retained on the seniority list shall be entitled to vacation pay as set forth in Section 4 of this Article.

**7-6-1 SECTION 6**

For each paid holiday occurring during any employees’ vacation period, such employee shall receive holiday pay in addition to vacation pay.

**ARTICLE VIII**

**Wages**

**8-1-1** **SECTION 1**

The Company and the Union agree that the wage increases called for by the terms of this Agreement shall be applied on hourly rates specified in Schedule "A".

New employees shall be hired at 80% of the job rate and shall progress every nine (9) months as follows:

After 9 months go to 90% of the job rate...

After 18 months go to 100% of the job rate...

This shall not apply to skilled jobs referred to in 9-6-1.

**8-2-1 SECTION 2**

The Union and the Company agree that employees that are temporarily transferred at the request of the Company will receive their hourly rate of pay or the rate of the job they are transferred to, whichever is higher.

**8-3-1 SECTION 3**

The Company will have the right to assign pay rates to new jobs or jobs on which there has been a substantial change. The Union has the right to dispute the assigned pay rate using the grievance procedure.

**ARTICLE IX**

**SENIORITY**

**9-1-1 SECTION 1**

The parties recognize and accept the principle of seniority and agree that in all cases of promotion, increases and decreases of the working forces, bidding, transfers from one shift to another, seniority shall be given preference as hereinafter set forth.

**9-2-1 SECTION 2**

Seniority shall be an employee's length of continuous service and shall commence as of the employee's original date of hire or most recent date of hire if continuity of service has been broken as hereinafter set forth.

**9-2-2**

Employees on leave of absence or on layoff shall continue to accrue seniority in accordance with the provisions of Article IX, and are subject to the loss of seniority provisions of Section 7 of this Article.

**9-2-3 Transfers at the Request of the Company.**

Temporary transfers may be made at the request of the Company for a period not to exceed thirty (30) days unless extended by mutual agreement by the Company and the Union. Transfers within shift, from one cell to another, and within and between classifications may be made regardless of seniority. Transfers from one shift to another are subject to 9-1-1. However, an employee will not be compelled to do work he/she is physically incapable of doing. Any questions about an employee's physical abilities for the job in question will be referred immediately to the Human Resources**,** and, if necessary, resolved by reference to the Company doctor.

**9-2-4**

Vacancies beyond thirty (30) days, due to leaves of absences may be filled by temporary transfer for the duration of the leave of absence or by the recall procedure of section 9-4-1. If an employee does not return from leave of absence, the job will be posted.

**9-2-5 Bumps as a Result of Job Elimination**

When a job is eliminated, the lay-off provisions of this agreement shall apply (see 9-3-3).

**9-2-6**

If the job which was eliminated is reinstated within one (1) year, the employee will return to the job.

**9-2-7**

An employee's job shall be considered as being eliminated if and when any of the following occur:

1. Machinery or equipment utilized by the employee is removed or discontinued by the Company.

2. Technological changes or similar changes are made by the Company which causes a loss of the employee's job.

**9-2-8**

It is further agreed, however, that the elimination of a night shift affecting a given job shall not be considered job elimination for any such job. In such cases, said job will be a temporary vacancy because no work is available on such job and subject to the lay-off provisions.

If the job and shift being temporarily vacated is reinstated within one (1) year, the employee will return to the job and shift.

**9-3-1 SECTION 3**

In the event the Company is compelled to lay off employees, probationary employees shall be laid off first by classification and shift.

**9-3-2**

The parties further agree that the junior people in the classification and shift affected will be the employees who will exercise the bumping options. Senior employees whose machines or work stations are shut down because of lack of work will be reassigned by seniority to the remaining machines or work stations.

**9-3-3 Procedure for Lay-Off Bumping**

Employees who are affected by lack of work on their jobs and are subject to lay-off because of lesser seniority on those jobs shall have options as follows:

1. The Company may ask employees by seniority in the classification affected by a lack of work if they desire to take a voluntary lay-off and the Company may lay-off such volunteers for a specific or indefinite period of time. Any employee exercising this option shall sign a voluntary lay-off form.

2. To take the job of the most junior employee working in the laid off employee's job classification and shift. If there are no junior employees on the laid off employee's shift he/she shall bump the most junior employee on another shift.

3. To take any job in the plant in which he/she has previously been qualified and classified or a job that he/she can perform in a reasonably satisfactory manner within a five (5) day trial period. (See Bumpable jobs in 9-3-4).

The intent of the above is to provide laid off employees with three options. If a laid off employee meets the qualification of all three options, he/she shall have three options. If the employee meets the qualification of only two options, he/she shall have two options, etc. It is the sole responsibility of the employee to know his/her options.

**9-3-4**

1. The following positions are bumpable:

Reeler /Spooler/Coiler/Packer

Forklift Operator

Wire Stripper/Utility

Tower/Braider Operator

Janitor

Warehouse Worker

**9-3-5**

Except for the jobs listed in 9-3-4 there will be no mandatory trial period and in such cases senior employees bumping into any of the said jobs must be able to perform the available work satisfactorily.

**9-3-6**

The inter-cell bumping procedure of this section in time of lay-off shall not be put into effect until a senior employee has been laid off for more than forty-eight (48) hours, unless the Company and the Union agree to shorten this period. However, if a senior employee is subject to lay-off due to lack of materials the bumping procedure of this section in time of lay-off shall not be put into effect until said employee has been laid off for seventy-two (72) hours, unless the Company and the Union agree to shorten the period. The Company further agrees that it shall not schedule more than five (5) four (4) day work week schedules in any four (4) month period. If the shortage of work persists beyond five (5) weeks, in any four (4) month period the Company will lay-off the least senior employee consistent with the provisions of the contract and go to a five (5) day work schedule. The Company shall attempt to supply available work to such employees during such periods, and the parties shall have the right to extend such periods by mutual agreement.

The parties agree that this article will be interpreted in a literal manner only in cases of extreme emergency and the Company will, whenever possible, protect the senior employees from lay-off.

**9-3-7**

Employees Subject to lay-off can bump only once at the time of lay-off.

An employee who bumps another employee when no work is available on his/her regular job must return to the job which he/she held prior to the bump when work once again becomes available on that job. Should work on this regular job not become available within one (1) year from the date of this original bump, he/she shall automatically be considered a permanent member of that cell.

**9-4-1 SECTION 4**

When an opening occurs in a classification, it should be filled by recall as follows:

1. **For protected jobs**:

a.) Recall, in order of seniority, employees who have been bumped or laid off from the classification and shift within the last twelve (12) months provided he/she is more senior to any employee who is on layoff who held the classification in the last twelve (12) months.

b.) Offer, in order of seniority, to employees on layoff who have held the specific classification within the last twelve (12) months. If the employee offered the job was laid off from the specific classification / shift within the last twelve (12) months, he/she must accept the job offer.

c.) Offer, in order of seniority, to employees on layoff who are qualified and classified.

d.) Recall, in reverse seniority order, employees who were laid off from the specific classification within the last thirty-six (36) months, regardless of shift.

2. **For unprotected jobs:**

a.) Recall, in order of seniority, employees who have bumped or been laid off from the specific classification and shift within the last twelve (12) months provided he/she is more senior than any employee on layoff.

b.) Offer, in seniority order, to employees on layoff. (Employees must be able to perform the job in a reasonably satisfactory manner within a five (5) day trial period. If the employee offered the job was laid off from the specific classification / shift within the last twelve (12) months, he/she must accept the job offer.

c.) If no employee has held the job within the last twelve (12) months follow 9-5-1.

3. For vacancies of a temporary nature refer to 9-2-4

For the purposes of this article, layoff means not actively employed.

**9-4-2**

A certified letter will be mailed or a telegram sent to the employee's last known mailing address and will constitute reasonable effort by the Company to recall laid off employees. Copies of such notices will be sent to the Union President at the same time.

**9-4-3**

When and wherever possible the employees affected shall be given three (3) working days notice, excluding holidays or Sundays, of any contemplated lay-off.

**9-5-1 SECTION 5**

When a new job is created or an opening still exists after the recall procedure (9-4-1) is completed, it shall be filled as follows:

1. Job Bids:

a). The Company shall post said vacancy. Jobs shall be posted for forty-eight (48) hours and employees must sign the bid in that time period. Job bids will be awarded by seniority (except for the provisions of 9-6-1).

Employees on layoff may pre-bid for any job. An employee who was out on any kind of leave of absence shall not be eligible to bid for a job unless:

(1). He/she notifies the personnel office in writing before the bid(s) is (are) posted that he /she would be interested in that (those) job(s) and shift(s).

(2). He/she will return to work on the bid job within seven (7) days after being notified that he/she is a successful bidder.

b). If the job is not so filled, employees on layoff shall be recalled in reverse seniority order to the job.

c). If the job is not so filled, the Company is free to hire a new employee.

**9-5-2**

The successful bidder, unless the Company and the Union agree differently, will be given a thirty (30) calendar day trial period for the purpose of determining his/her ability to meet the requirements of the job, except as otherwise provided for in Section 6 of this Article.

The employee shall have an option in the first five (5) working days to return to the job from which he/she bid. In the event he/she returns to the job he/she bid from, the next senior bidder will be offered the job. Employees bidding within their classifications or to a lower skilled classification are exempt from the provisions of this Section***.***

If he/she has not been moved within thirty (30) days, he/she will be paid an adder as follows:

Five cents ($.05) per hour after thirty days

Five cents ($.05) per hour after sixty days

Ten cents ($.10) per hour after ninety days

**9-5-3**

Whenever the Company and the Union agree that a trial period is not warranted they may dispense with said trial period. During this thirty (30) day trial period the Company will evaluate the employee’s ability and performance. Within this trial period, but no earlier than five (5) calendar days, the Company may return the employee to their previously held position. The Union reserves the right to challenge such decisions.

**9-5-4**

An employee who has successfully bid may not bid again for six (6) months as a result of this bid. If he/she bids on a job with a training period he/she may not bid for a period of time equal to twice the length of his/her training period. If an employee bids for a job and refuses to take the job when notified that he/she is the successful bidder, he/she will not be able to bid again for a period of two (2) years; if an employee refuses the job during the 5 day trial period he/she will not be able to bid again for a period of eighteen (18) months. If he/she does not stay on the job but returns to his/her own job during the thirty (30) days trial period he/she will not be able to bid again for a period of one (1) year.

Employees bidding within their classifications from shift to shift are exempt from the provisions of this Section.

**9-5-5**

A new employee shall not have the right to bid from an unprotected job classification for four (4) months or from a skilled protected classification for one (1) year.

**9-5-6**

An employee is considered a permanent member of the cell in which he/she is a successful bidder after the completion of thirty (30) calendar days.

**9-6-1 SECTION 6**

The following job groups will be exempt from the procedure set forth in Section 5 of this article, to wit:

1. Electrician

2. Machinist-Millwright

3. Electronic Technician

1. Boiler Operator (Fireperson)
2. Tool Crib Attendant

As to these jobs, the following procedure will apply:

The opening will be posted for bid.

The Company will select the individual to fill the opening, but will follow seniority and previous experience on the open job or similar work as closely as possible, and the Union will have the right to contest the Company's choice through the grievance procedure. In no event shall the Company hire any person from the outside for any of the above listed jobs who is less qualified to fill these jobs than any employee working for the Company and bidding for the job.

**9-7-1 SECTION 7**

An employee shall be terminated and lose all seniority and any other rights under the Agreement should any of the following occur:

1. He/She is discharged for just cause, or

2. He/She terminates his/her employment voluntarily, or

3. He/She fails to report in accordance with the provisions of Section 4 of this article, or

4. He/She is on lay-off for a period of three (3) years.

5. He/She is found gainfully employed without the Company's written permission while on a leave of absence of any kind.

6. Absence of three (3) consecutive working days or more without receipt of proper notification to the Company from the employee, unless the failure to give such notification was due to circumstances beyond the control of the employee.

7. Failure to answer a notice of recall and return to work after a layoff within three (3) working days (Saturday, Sundays and Holidays excluded) after notification of such recall in the absence of an explanation satisfactory to the Company. Notification shall be deemed "proper notification" if the Company sends the employee a letter by certified mail, return receipt requested, to the last residence address given to the Company by the employee. An employee who has secured employment elsewhere while on layoff shall be permitted to give his/her then employer up to one (1) week notice from the date of receipt of the return to work notice. In order to arrange for such notice and delay in reporting to work, the employee must contact the Human Resources Department within 24 hours of notice and state his/her intention of returning to work and the date he/she will report.

8. If an employee fails to report to work at the expiration of a leave of absence, unless failure to report was due to circumstances beyond the control of the employee.

9. He/She is on an occupational leave for a period greater than one (1) year.

**9-8-1 SECTION 8**

After an employee has been laid off for one (1) month, the Company shall stop paying all economic benefits, with the exception of vacation which will be paid in accordance with the scheduled in Article VII, Section 4. Payment of these benefits shall not be resumed by the Company until the lay-off ends and the employee returns to work. However, if at the end of the one (1) month period the employee wishes to continue his/her health benefits, he/she may do so by paying the premium directly to the Company for a period of up to eighteen months.

If the employee is disqualified by the Company or by himself/herself within thirty (30) days of being recalled to work, the company shall stop paying all economic benefits. In no cases will this limit the benefits stated in the above paragraph.

**9-9-1 SECTION 9**

Within thirty (30) days after the date of this Agreement, the Company shall furnish the Union with an up-to-date seniority list.

The Company will provide the Union semi-annually with a seniority list. Copies will be posted. Any dispute regarding seniority ratings must be registered with the Company within thirty (30) days after seniority lists are posted, otherwise the lists will stand as posted, indisputable errors accepted.

**9-10-1 SECTION 10**

The Union Grievance Committee, consisting of four (4) employees (provided they are also stewards) and the Union President shall have top seniority on their jobs for layoff and bumping procedures.

**9-11-1 SECTION 11**

An employee who is physically unfit to carry out his/her own past duties may at his/her own request and/or the Company's request be transferred to a job in any cell for which he/she is physically fit in accordance with the provisions of this article. If no vacancy exists, the employee may be placed on a preferential hiring list.

**9-12-1 SECTION 12**

Disputes over the application of this seniority Article shall be subject to the grievance machinery up to and including arbitration as provided in this Agreement.

**ARTICLE X**

**GRIEVANCE PROCEDURE**

* + 1. **SECTION 1**

It is agreed that a Grievance Committee consisting of five (5) employees including the local Union President and Recording Secretary will be designated by the Union for the purpose of representing the employees and adjusting grievances with the Company. Stewards may be designated by the Union for each cell and shift. The Union will notify the Company in writing of the officers, Grievance Committee persons and stewards authorized to act on behalf of the Union. If possible the members of the grievance committee will be from different cells.

**10-2-1 SECTION 2**

Any differences arising between the Company and the Union which affect wages, hours and working conditions or the provisions of this agreement shall be settled in the following manner:

Step 1. Prior to the presentation of a grievance there shall be an informal discussion between the

employee or steward or both with the Supervisor. If it is then felt there is a grievance it shall be presented, in writing, to the Supervisor stating the nature of the problem giving rise to the grievance and the provision of the contract allegedly violated to the best of the drafters ability. No grievance shall be presented more than ten (10) working days after the Union or an aggrieved employee has knowledge of said grievance. The Supervisor shall answer the grievance, in writing, within three (3) working days. Both the Union members and Supervisors will attempt to settle the grievance in this step. If the answer is not satisfactory then the steward will refer it to the Grievance Committee for processing as follows:

Step 2. The Grievance Committee shall submit the written grievance to the Human Resources Manager stating the reason, in writing, why the answer is unsatisfactory to the best of its ability. The Grievance Committee and the Company shall arrange a meeting every two (2) weeks if there are grievances pending. Present at the meeting will be the Grievance Committee representatives of the Company and, if requested, the steward and the aggrieved employee. The Company's reply shall be made, in writing, within three (3) working days after the meeting and if not resolved it shall be referred to Step 3.

All grievances settled under Steps 1 or 2 of this procedure will not be precedent setting or establish any practice.

Step 3. Grievances involving payment of money must be submitted to Step three within ten (10) days if no agreement under Step Two is reached.

A representative of the International Union, three (3) members of the Union Grievance Committee, representatives of the Company, and, if requested, the steward and the aggrieved employee may be present. The Company representatives shall reply, in writing, to the grievance within thirty (30) working days, exclusive of Saturdays, Sundays and holidays, after the matter has been discussed, and if no agreement is reached, then, the matter may be submitted to arbitration no later than thirty (30) working days thereafter. If not referred to arbitration within thirty (30) working days after Step No. 3 answer the issue shall be considered closed, unless mutually agreed otherwise.

**10-2-2 ARBITRATION PROCEDURE:**

The parties agree that the matter will be referred to the Labor Relations Connection who will in turn supply the panel of Arbitrators. The parties shall attempt to agree upon an Arbitrator within the five (5) day period noted above. In the event the parties cannot agree as to the selection of an Arbitrator within the period of time, the matter shall then be referred to arbitration for a final determination under the rules of the American Arbitration Association. The parties agree to abide by the award of the Arbitrator, and further agree that the expenses of such arbitration shall be borne equally by them. An Arbitrator shall have no power or authority to alter, modify, subtract from or add to the terms of this Agreement.

**10-2-3**

Any party who postpones a scheduled arbitration hearing shall be responsible for the full cost of any cancellation fees imposed by the arbitrator, the scheduling agency, and/or the facility where the case was to be heard.

**10-3-1 SECTION 3**

The settlement of all grievances involving the payment of money shall be retroactive to the date on which the grievance was first submitted in writing under Step Two herein, unless otherwise specified in this Agreement.

Exception to the above are rates of pay, holiday and vacation which shall be retroactive to the date of payment but in any event such claim must be made within sixty (60) days from the date of payment.

**10-4-1 SECTION 4**

Any Union representative will have the right to visit cells other than his/her own for the purpose of transacting legitimate business of the Union after notice to his/her cell foreman, or the designated representative of said foreman.

Union representatives who leave their respective cells to go to another cell on Union Business shall notify the cell foreman of the cell which they are entering or his/her representative that they are entering the cell for the purpose of transacting Union Business. Upon leaving the cell they shall notify the said foreman of their own cell, or his/her representative, that they have returned.

Both parties agree that if an elected Union official is on a leave of absence (medical or industrial injury) he/she will be allowed to come into the plant to conduct legitimate Union Business in conformance with Article 10-4-1 of the Collective Bargaining Agreement. For the purpose of 10-4-1 the "cell foreman of the cell which they are entering" is the Human Resources Manager or in his/her absence, the Plant Manager.

The Company will provide space for the Union filing cabinets and will allow the use of its conference room when needed.

**10-4-2**

In the event that the above procedures are abused the Company shall have the right to file a grievance against the individual who abuses them.

**10-5-1 SECTION 5**

International Representatives, or other duly accredited Union Representatives, shall have access to the Company's premises at all reasonable times for the purpose of conferring with management, or with local Union representatives regarding grievances, or other parties, provided that they shall first report to the Company's Human Resources office.

**10-6-1 SECTION 6**

Union representatives will be paid at their hourly rate for the time spent in handling grievances during their scheduled working hours. However, when grievances are handled outside a Union representative's scheduled working hours at the Company's request, such time spent by the Union representative will be paid at his/her hourly rate.

**ARTICLE XI**

**GENERAL**

**11-1-1 SECTION 1**

Salaried employees are not permitted to operate machines nor shall they engage in other types of work customarily performed by members of the bargaining unit except in cases of emergency, the commissioning of new equipment, training, instructing of employees,and for experimental purposes.

**11-2-1 SECTION 2**

It is agreed that the employees on non-continuous operations will be permitted a five (5) minute wash-up period prior to the end of their work shift. Employees working on continuous operations are required to continue production and remain at their workstation until relieved by the incoming employees. These employees will be permitted the following wash-up period after the end of their work shift. Employees will be paid time and one half for this wash-up period or until they punch out whichever comes first.

Rubber Banbury twelve (12) minutes

All other operations six (6) minutes

**11-3-1 SECTION 3**

It is agreed that the net proceeds from all vending machines operated in the plant will be turned over to the Local Union to be used in accordance with a decision reached by the Local Union members.

The present arrangement for catering of food and drink will be continued unless modified by mutual agreement of the parties’ signatory hereto.

**11-4-1 SECTION 4**

As a result of the Rhode Island “Smoke Free Work Place” Rule, smoking is no longer allowed in the plant. All smoking privileges now in effect other than being able to smoke in the plant, shall continue for the duration of this contract unless modified by our insurance carrier. Designated smoking areas will be provided. No other changes other than those mandated by legislation or the insurance carrier can be made without the mutual consent of the parties.

**11-5-1 SECTION 5**

The Union shall have the use of the Company Bulletin Boards according to the following procedure:

The bulletins the Union desires to be posted will be submitted to the Human Resources office for posting. There shall be no posting of a derogatory matter or matters involving controversial political issues or candidates for public office.

**11-6-1 SECTION 6**

It is agreed that the Company may draw-up rules during the term of this Agreement which shall not be in violation of this Agreement. Any disagreement over the reasonableness of such Company rules or their application shall be subject to the grievance machinery of this Agreement.

**11-7-1 SECTION 7**

The Company shall furnish all tools normally required for non-maintenance work in the plant and shall replace without cost to the employee any tools which are broken during the performance or production work for the Company. Said tools must be turned into the employee's immediate supervisor before any replacement is made.

**11-8-1 SECTION 8**

If an employee is fifteen or more minutes late and the Company has assigned another employee to his work station, the late employee shall be assigned to available work.

An employee who reports to work more than two (2) hours after the beginning of his/her shift without notification, will have no right to any work at all that day.

An employee, who notifies his/her Foreman no later than two (2) hours into his/her shift that he/she will be late, must report to work no more than four (4) hours late. If he/she is more than four (4) hours late, he/she will have no right to any work at all for that day.

**11-9-1 SECTION 8**

Paychecks - Associates shall be paid on a weekly basis each Friday. Weekly direct deposit confirmations shall be mailed to the associates address on file. All associates shall be paid via direct deposit.

**ARTICLE XII**

**SAFETY AND HEALTH**

**12-1-1 SECTION 1**

The Company shall conform to all Federal and State Laws and regulations relating to safety and health, and shall maintain adequate washrooms and lavatory facilities.

**12-2-1 SECTION 2**

The Company shall provide an allowance up to one hundred-five ($105.00) dollars for safety shoes, each calendar year. This allowance will increase as follows to:

$110.00 in 2010

$115.00 in 2011

$120.00 in 2012

The Company shall also provide an allowance for prescription safety glasses and frames once every two (2) years for a maximum of one hundred and thirty ($130.00) dollars. Non-prescription safety glasses will be provided free of charge to all employees required to wear safety glasses.

* + 1. **SECTION 3**

The Union and Management shall establish a joint Safety Committee. The purpose of the committee is to create a safe workplace through employee involvement and develop safety policies and programs for the facility.

**ARTICLE XIII**

**LEAVES OF ABSENCE**

**13-1-1 SECTION 1**

Leaves of Absence shall be granted to employees, in case of sickness, who have one (1) year or more seniority for a period up to time allowed by the state/federal FMLA.

* Leaves will be granted only after the employee completes the appropriate FMLA forms. In cases of unforeseen medical events, the forms are to be completed as soon as possible after said event, but in no case later than 15 days.
* Leaves beyond the period of time allowed by the state/federal FMLA shall be granted by the Company for associates with serious medical conditions but in no cases will that leave exceed twelve (12) months.

While on Sick Leave of Absence employees shall receive vacation pay as stated in Article VII, Section

7-4-1. Employees on approved Leave of Absences (including TDI and Worker's Compensation) must pay the employee contribution rate while on leave in order to continue company provided medical coverage. All other economic benefits except AD&D will be continued for one (1) year. After one (1) year, except AD&D and as limited by 13-1-2, and 13-1-3 below, the employee may continue his/her benefitsby paying the Cobra premium as required by law.

**13-1-2**

In the event the Company feels a request of such Leave of Absence is not warranted, and the Union disagrees, the matter may be processed by the Union in accordance with the grievance machinery of this Agreement. During such periods of Leaves of Absence either party may request that the employee submit a doctor's certificate substantiating the need for such Leave of Absence.

**13-1-3**

Such request shall not be made more frequently than once in every three months. The Company and the Union may agree upon a doctor, and the employee shall be required to submit himself / herself to examination by said doctor. In such event, the Company shall pay for the cost of such examination. In case of dispute as to which physician shall be chosen, it shall be subject to the grievance machinery of this Agreement.

For employees with more than one year of seniority, unpaid leaves of absences (personal) for other reasons may be granted by the Company. Such leave cannot exceed fifteen (15) days. Upon completion of the 15 days employees may request an additional ten (10) days unpaid leave of absence. Personal leaves shall be granted only after an employee exhausts his/her vacation time first.

**13-2-1 SECTION 2**

Leaves of Absence for not more than two (2) employees at any one time shall be granted to employees for the purpose of taking a full time position with the local or international union. Such Leaves of Absence shall be for periods of not more than two (2) years but may be extended by mutual agreement of the parties. While the employee is out on such business, his/her seniority shall continue but his/her fringe benefits, with the exception of the pension, will be discontinued until he/she returns to work.

**13-3-1 SECTION 3**

Upon his/her return from a Leave of Absence, an employee shall be entitled to the job he/she left unless a lay-off affecting this right to the job has occurred. In cases of returns from Leaves of Absences, he/she shall be entitled to such job as is consistent with his/her seniority. Employees shall accumulate seniority during such Leaves of Absence.

**13-4-1 SECTION 4**

For employees who have been employed by the company for one or more years of service, the Company will provide in the event of death of a dependent child or spouse, living with the employee, up to five (5) paid days off. For the death of a father, mother, brother, spouse\*, son\*, or daughter\* the Company will provide up to three (3) days off, and for the death of a mother-in-law, father-in-law, grandfather, grandmother or grandchild, up to one (1) day off with pay at their hourly rate. It is understood that these days must include the day of the burial and be regularly scheduled workdays for the employee. In order to be eligible for this pay, the employee must be on the active payroll at the time of death. The sole purpose and intent of this provision is to permit an employee aggrieved by the death of someone in his/her immediate family, as outlined above, to take this leave without loss of wages.

The parties agree that if a member of the employee's family, as defined in this section, dies in a country other than the United States and the employee does not go to the actual funeral, the Company will still abide by this section provided the employee brings a letter from the local clergy verifying the death has taken place.

The date of the death will be considered the date the employee learns of the death via the postmark on the letter or telegram.

**(\* Not living with the employee)**

**13-5-1 SECTION 5**

Any employee who is called into the Armed Forces of the United States, or volunteers for service in the Armed Forces of the United States, and is accepted, shall be granted a Military Leave of Absence, and shall be accorded all rights assigned under the Selective Service Act as amended.

**13-6-1 SECTION 6**

All employees granted Military Leaves of Absence, in accordance with Section 5 of this Article shall receive a bonus upon entrance into the Armed Forces of the United States in accordance with the following schedule:

Employees who have seniority of:

* Six (6) months to one (1) year = twenty (20) hours pay
* One (1) year and less than five (5) years = forty (40) hours pay
* more than five (5) years = eighty (80) hours pay

**13-7-1 SECTION 7**

An employee absent from work due to a work related compensable injury shall be granted an unpaid leave of absence, upon request. Such leave shall not exceed one (1) year. Any employee who is determined by a physician to be physically capable of performing light duty work must accept such work if offered or he/she shall be considered a voluntary quit and forfeit his/her seniority

**13-8-1 SECTION 8**

Non-probationary employees who are required to serve as a juror shall be paid the difference between their rate of pay for a forty (40) hour week (or less if they normally work less than forty (40) hour week) and the amount they receive for jury duty excluding food and mileage allowance. In order to receive payment, the employee must submit a statement from the Clerk of the Court stating the wages received.

**ARTICLE XIV**

**INSURANCE AND PREMIUMS**

**14-1-1 SECTION 1**

The Company will make available the following programs for all associates who have completed 60 calendar days of employment. Newly hired associates will not be automatically enrolled into medical/dental coverage. Associates who do not enroll will not participate in coverage.

**14-1-2**

Effective 4/1/09 the company shall maintain the current health plan (BC/BS Healthmate) through 12/31/09. The associate cost will be $26.00 per week for single and $65.36 per week for family.

Effective 1/1/2010 medical benefits shall be the same medical benefits (including flexible spending accounts and eligibility surcharges) offered by the Company to its salaried associates and such medical benefits may be changed from time to time by the Company. Associate contributions for medical benefits shall be determined by the level of coverage selected (single, double, family or as changed from time to time at the discretion of the Company) and shall be as described below (see table) for the highest cost Company medical benefit option, currently the Basic Health Plan with BuyUp, for the level of coverage selected.

Shared Contribution Schedule

The cost of the highest option of the medical plans offered to salaried associates is the base cost used to determine the Employer Contribution. The maximum Employer Contribution to any plan will be calculated as the base cost times the employer contribution percentage [see table below]. For the avoidance of doubt, the base cost times the employer contribution percentage is the maximum amount the company will contribute (“Employer Contribution”) to any plan that may be selected by the Union as provided for in this article.

|  |  |  |
| --- | --- | --- |
| For pay dates within the period of | Associate contribution of base cost | Employer contribution percentage of base cost |
| 4-1-09 to 12-31-09 | 10.0% of the base cost | 90.0% of the base cost |
| 1-1-10 to 12-31-10 | 11.5% of the base cost | 88.5% of the base cost |
| 1-1-11 to 04-01-12 | 13.0% of the base cost | 87.0% of the base cost |

If the Union chooses to select an alternate plan, they must notify the company in writing of the decision to change, and the plan the union has selected, no later than October 1st of the year preceding the requested change. The associate contribution will be the difference between the Employer Contribution and the total cost of any plan selected by the Union.

Contributions for other lower cost Company plan options will be the same as for all other Company associates.

Associates who elect coverage under the plan agree that the Employer shall make weekly payroll deductions from the associate’s wages for the associate contribution on a pre-tax basis as permitted by law. All benefit deductions are current. Therefore, benefit changes that are effective for that month will begin being withheld on the first pay date of that month.

**14-1-3**

Effective 1/1/2010 dental benefits shall be the same dental benefits offered by the Company to its salaried associates and such dental benefits may be changed from time to time by the Company. Associate contributions for dental benefits shall be determined by the level of coverage selected (single, double, family or as changed from time to time at the discretion of the Company) and shall be 15% of cost for the level of coverage selected (if the parties agree to provide other dental coverage, the associate cost of such coverage will remain as stated above.)

**14-1-4**

If a person on layoff has been paying for COBRA continuing coverage and he/she is recalled on or before the 15th of the month, his/her premium will be refunded. If he/she is recalled after the 15th of the month, his/her premium will not be refunded.

**14-1-5**

The Company shall provide Life Insurance and AD&D on a twenty-four (24) hour basis according to the following schedule:

Effective April 1, 2009, an increase of $1,000 to $28,000

Effective April 1, 2010, an increase of $1,000 to $29,000

Effective April 1, 2011, an increase of $1,000 to $30,000

The Company will continue this life Insurance, but not AD&D, during an employee's absence from work due to total and permanent disability that occurs before reaching age sixty (60).

**14-1-6**

Active employees over 65 and their eligible spouses will continue coverage by the employee medical plan.

**14-2-1 SECTION 2**

The existing Pension Plan, as amended, shall be continued for the duration of this agreement. The details of plan calculations are found in the pension plan document.

Effective April 1 2008, increase the pension multiplier by $.50 to $17.00

The death benefit under the Pension Plan has been increased according to the following schedule:

Effective April 1, 2009, increased the death benefit to $10,250

Effective April 1, 2010, increased the death benefit to $10,500

Effective April 1, 2011, increased the death benefit to $10,750

Effective April 1, 2009, newly hired associates will not participate in the Pension Plan.

14-2-2

Associates hired on or before April 3, 2005 who elect early retirement after the effective date of this agreement and who are at least age 62 with at least 15 years of service upon retirement, will be eligible to enroll in early retiree medical coverage. The early retiree medical coverage will mirror the medical coverage for active associates. Associates hired after April 3, 2005 are not eligible for early retiree medical coverage. Early retiree medical coverage for both the retiree and his/her spouse ends on the first day of the month in which the retiree attains age 65.

All currently enrolled retirees and future retirees will be eligible to participate in the same coverage as active employees.

Effective 4/1/2009, participants in early medical coverage will contribute the same amount as active associates: $26.00 per week for single coverage payable monthly in the amount of $112.67, $65.36 per week for family coverage payable monthly in the amount of $283.23

The cost of the Salaried Plan is the base cost. The employer contribution to this plan is calculated at the base cost times the employer contribution percentage. For the avoidance of doubt, the base cost times the employer contribution percent is the maximum amount the company will contribute to any plan

|  |  |  |
| --- | --- | --- |
| For pay dates within the period of | Associate contribution of base cost | Employer contribution percentage of base cost |
| 4-1-09 to 12-31-09 | 10.0% of the base cost | 90.0% of the base cost |
| 1-1-10 to 12-31-10 | 11.5% of the base cost | 88.5% of the base cost |
| 1-1-11 to 04-01-12 | 13.0% of the base cost | 87.0% of the base cost |

Retiree Contributions for other lower cost Company plan options will be the same as for all other Company associates, subject to additional retiree premium of 2.5% effective April 1, 2010 and 3% effective April 1, 2011.

**14-2-3**

The Company shall make a 401(k) Savings Plan (without a Company match) available to associates hired before April 1, 2009. After meeting the eligibility terms of 14-1-1, associates will be automatically enrolled in pre-tax contributions at four (4) percent of pay. Associates may change or stop contributions at any time.

Effective April 1, 2009, newly hired associates will participate in the General Cable 401(k) Plan as follows:

The General Cable 401(k) Plan is designed to help associates save a portion of their pay for retirement and other long-term financial needs. General Cable will match and contribute to certain plan accounts as provided below.

**ASSOCIATE ACCOUNTS:**

After meeting the eligibility terms of 14-1-1, newly hired associates covered by this agreement will be automatically enrolled in pre-tax contributions at four (4) percent of pay. Associates may change or stop contributions at any time. Participating associates contribute to the following plan accounts:

* **Associate pre-tax contribution:** Pre-tax money from an associate's earnings, a portion

of which is matched by General Cable

* **Associate Rollover:** Pre-tax money from a former employer's plan

**COMPANY ACCOUNTS:**

The Company contributes to the following plan accounts for associates:

- **Company matching:** General Cable matches $0.50 for each $1.00 an associate

contributes, up to a maximum Company Matching of one (1) percent of an associate’s earnings.

- **Company Retirement:** General Cable contributes one (1) percent of an Associate's

earnings (Associate pre-tax contribution is not required to be eligible for Company Retirement contribution). Associates are eligible to receive the Company Retirement contribution after one year of service.

**ARTICLE XV**

**REPORTING PAY AND SHIFT DIFFERENTIALS**

**15-1-1 SECTION 1**

Four (4) hours pay will be paid to an employee who is called to work, or reports for work without having been instructed not to report as least four (4) hours before the time that he/she is supposed to start work in that day. However, the Company may require the employee to perform comparable work in return for said pay. The Company shall not be required to guarantee four (4) hours pay if its failure to supply work to an employee is due to power breakdowns, fire, non-delivery of anticipated materials or supplies, or to acts of God.

**15-2-1 SECTION 2**

The Union and the Company agree that a Twelve Cent ($.12) per hour differential will be paid toclassified second shift workers and Eighteen Cents ($.18) per hour differential will be paid toclassifiedthird shift workers**.** Associates who are temporarily transferred will be paid the appropriate shift differential for the period of the temporary transfer.

**15-2-2**

On emergency calls maintenance employees called to work outside their regular shift hours will be paid four (4) hours pay for the first call, regardless of whether four (4) hours are worked. On a second call they will be paid only for the hours worked. There shall be no duplication or pyramiding of pay.

**ARTICLE XVI**

**Discharges**

**16-1-1 SECTION 1**

The Company may impose proper discipline or may discharge for proper cause. All discharges will be reported in writing by the Company to the President of the Local Union no later than the workday following the discharge.

The Union will have the right to refer discharge grievances, in writing, to the 3rd step of the grievance machinery of this agreement and discipline grievances, in writing, to the 2nd step of the grievance machinery of this agreement. The arbitrator may authorize reinstatement with back pay sufficient to make the injured party whole for earnings lost during his/her period of discharge. Discharge grievances will take precedence over any pending grievances.

**ARTICLE XVII**

**STRIKES, LOCKOUTS AND LIABILITY**

**17-1-1 SECTION 1**

The Union agrees that during the life of this Agreement there shall be no authorized strike, sit down or stoppage of work. The Company agrees that there shall be no lockouts during the life of this Agreement. It is understood and agreed that in the event of any strike, or work stoppage on the part of any or all employees during the life of this Agreement, and which is in violation of its terms, there shall be no liability on the part of the International Union, Local Union, or any of its officers, agents or members. The sole recourse and exclusive remedy for the Company in such event is to impose disciplinary measures upon the employees involved in accordance with the provisions of this Agreement.

**MISCELLANEOUS:**

The Company reserves the right to promulgate a new Attendance Policy. Such Policy shall be established unilaterally and the Union shall retain the right to challenge the reasonableness of the Policy.

**TERMINATION**

**18-1-1 SECTION 1**

This Agreement shall remain in full force and effect for the period from March 29, 2009 through March 31, 2012, at 11:59 pm.

Executed in Lincoln, Rhode Island this twenty ninth day of May, 2009

|  |  |  |
| --- | --- | --- |
| **GENERAL CABLE INDUSTRIES, LLC** |  | **UNITED STEELWORKERS, AFL – CIO, CLC** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Michael Brown, Plant Manager |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Leo W. Gerard, International President |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mary Igoe, Human Resources Team Leader |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Stanley W. Johnson, International Secretary - Treasurer |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Robert Schlosberg, V.P. Labor Relations |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Thomas M. Conway, International Vice President/Administration |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Maria Williams, Human Resources Manager |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Fred Redmond, International Vice President / Human Affairs |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  William J. Pienta, Director, District 4 |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Michael Burnham, Staff Representative |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Edmundo Matias, President, Local 4543 |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Andrew Pora, Vice President, Local 4543 |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Michael Colpitts, Recording Secretary, Local 4543 |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Hector Orellana., Treasurer, Local 4543 |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Manuel Faria, Grievance Committee Chairperson, Local 4543 |

**SCHEDULE "A"**

**HOURLY WAGE RATES**

***Wages***

Effective upon ratification, a single lump sum payment of $500 will be paid to all active employees that are on payroll as of March 30, 2009. Payment shall be made within 2 weeks of ratification.

(Probationary employees are not eligible for the lump sum payments. Lump sum payments are subject to normal payroll deductions.)

|  |  |  |  |
| --- | --- | --- | --- |
| **Effective:**  **Classification** | **3/30/09**  **Rates** | **3/29/10**  **Rates** | **3/28/11**  **Rates** |
| Electronic Technician | 24.66 | 25.15 | 25.65 |
| Electrician | 20.21 | 20.61 | 21.02 |
| Machinist Millwright | 18.79 | 19.17 | 19.55 |
| Tool Crib Attendant | 18.21 | 18.57 | 18.95 |
| Banbury Operator | 17.42 | 17.77 | 18.12 |
| Lead person | 17.42 | 17.77 | 18.12 |
| Batchperson | 17.09 | 17.43 | 17.78 |
| CV Operator | 17.09 | 17.43 | 17.78 |
| Strainer Operator | 16.75 | 17.09 | 17.43 |
| Opr B Small Cord Cell | 16.45 | 16.78 | 17.11 |
| Utility Person | 16.23 | 16.55 | 16.89 |
| Cabler Operator | 15.99 | 16.31 | 16.64 |
| Warehouse Worker | 15.7 | 16.01 | 16.33 |
| Wire Stripper/ Utility | 15.7 | 16.01 | 16.33 |
| Tower/Braider Opr. | 15.58 | 15.89 | 16.21 |
| Boiler Operator | 15.37 | 15.68 | 15.99 |
| Forklift Operator | 15.03 | 15.33 | 15.64 |
| Reeler/Coiler/Spooler Packer | 15.03 | 15.33 | 15.64 |
| Janitor | 13.67 | 13.94 | 14.22 |

**PLANT CLOSING AGREEMENT**

**SECTION 1**

In the event the Company decides to cease operations and permanently close the Lincoln facility, employees shall be eligible for the benefits as described below:

SEVERANCE PAY:

1. Severance pay shall be based on the employee's years of service as of the expected date that normal production will cease as follows:

* Employees with one (1) year to ten (10) years of service shall receive a severance allowance of $250.00 per year of service.
* Employees with ten (10) years of service or more shall receive a severance allowance of $275.00 per year of service.

(Employees hired before 3/12/09 shall receive a minimum severance allowance of $250.00)

2. Medical and dental insurance shall be continued, provided the employee pays his/her required contribution, as follows:

* + For employees with one (1) to ten (10) years of service, medical and dental insurance shall be continued for 2 months beyond the month the employee is terminated.
  + For employees with ten (10) years to twenty (20) years of service, medical and dental insurance shall be continued for 4 months beyond the month the employee is terminated.
  + For employees with twenty (20) years or more of service, medical and dental insurance shall be continued for 6 months beyond the month the employee is terminated.

3. Requirements:

A. Employees receiving severance pay shall permanently forfeit their

seniority and lose all recall rights afforded by the Labor Agreement.

B. Employees who are discharged for cause or who voluntarily quit before they are laid off shall NOT be eligible for severance pay.

C. Any employee who receives any severance payment or any other benefit

under this Memorandum of Agreement will be ineligible in the future for any additional payments of any kind under this Memorandum of Agreement.

**SECTION 2**

A. During the last sixty (60) days before the estimated date of closing, the job displacement (bumping) provisions of the Agreement shall be null and void. Employees will be permitted to displace less senior employees provided they can qualify in three (3) working days.

B. During this same sixty (60) day period, the Agreement's provisions relating to filling of vacancies, and to temporary transfers shall be null and void. Any job vacancies (including temporary) may be filled in any manner the Company deems expeditious. However, in the selection of employees to fill any such opening, consideration will be given to seniority.

**SECTION 3**

In the selection of employees to continue to temporarily work in the facility, consideration will be given to seniority. The Union shall be permitted to designate one employee with preferential seniority to represent the employees after the termination of the Collective Bargaining unit. If the Union elects not to designate the individual, then the Union officer with the greatest seniority shall have preferential seniority. Such individual must be qualified to perform the work available. Any employees who accept a request for them to continue to temporarily work in the facility after the Collective Bargaining Agreement is terminated shall have the following wages and fringe benefits at the same level of pay or benefit as was in effect at the termination of the Agreement:

A. Wages, including shift premium.

B. Computation of overtime, holiday pay, vacation pay, insurance coverage and all other fringe benefits.

C. Credited services as described in the Pension Plan will accrue until the employee looses his/her status as an employee under the Pension Plan.

**SECTION 4**

Employees who so desire shall receive:

Company provided job placement assistance including: counseling in job search, interviewing techniques, employment application and information on job placement opportunities.

**SECTION 5**

Should there be any dispute concerning the meaning or application of this Agreement after the termination of the Collective Bargaining Agreement, the grievant and a representative of the Union will meet with a member of the Company's Labor Relations Department to attempt to resolve the dispute. If no resolution satisfactory to the Union is reached within five (5) working days, the Union may refer the dispute to arbitration within the ten (10) working days after the receipt of the Company's answer. The arbitrator shall be selected and his/her expenses paid as described elsewhere in the Collective Bargaining Agreement. The arbitrator's decision shall be final and binding on the parties of this Agreement.

**SECTION 6**

The Collective Bargaining Agreement, the Pension Agreement, and any other agreements between the parties, except as explicitly described in this Agreement, shall terminate at midnight on the last day of the month during which normal production operations cease.

**SECTION 7**

The provisions of this Agreement are a full statement of the rights and obligations that the parties to the Agreement shall have in the event the facility is closed. However, notwithstanding the existing provisions of this Agreement, in the event the Company decides to cease operations and permanently close the Lincoln facility, the Union and Company shall, at the request of either party, meet to discuss possible modifications, additions, changes, and/or deletions to the present closing agreement

**SECTION 8**

Wherefore, in consideration for the above promises and agreements:

A. It is the intent of the Company and the Union to protect the Company and the Union against claims based upon the expired Labor Agreement, and any agreements incorporated therein and all other prior agreements between the parties relating to the Lincoln facility and to protect the Company against all other claims by the Union, its successors or assigns, or by the individual employees represented by the Union, their heirs and assigns arising out of the closing of the Lincoln facility. To this end, and in consideration of Agreement, the following is provided:

(1). The Union, on behalf of itself, and for and on behalf of the employees represented by it, and each former bargaining unit employee, hereby withdraws with prejudice, releases and forever discharges the Company for any and all rights, obligations, debts, liabilities, responsibilities, causes of action, duties, rights to arbitration proceedings, claims under the National Labor Relations Act or any other federal or state statue or regulation, claims and demands of any kind which the Union or the employees now have, or ever may have arising out of or based upon the employment relationship, the labor Agreement or any other agreements between the facility or any rights which exist or may exist outside of and in addition to such agreements, except as set forth above. Statutory claims presently pending, or timely filed in the future for workmen's' compensation or unemployment compensation benefits or federal or state anti-discrimination statues are exempt from this subparagraph.

(2). The Company hereby withdraws with prejudice, releases and forever discharges the Union and the former bargaining unit employees from any and all rights, obligations, debts, liabilities, responsibilities, causes of action, duties, rights to arbitration proceedings, claims under the National Labor Relations Act, or any statute or regulation, claims and demands of any kind which the Company now has, or ever may have arising out of or based upon the employment relationship, the Labor Agreement, insurance agreements or any parties relating to the Lincoln plant outside of and in addition to such agreements, except as noted below.

B. The Union warrants that the Union representatives executing this Memorandum of Agreement are hereunto duly authorized in accordance with its Constitution and by-laws. The Company warrants that this Memorandum of Agreement has been executed by its officials thereunto duly authorized.