

TENTATIVE AGREEMENT

BETWEEN

**LOCAL 1974
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO**

AND

**CONNECTIVITY SOLUTIONS
MANUFACTURING, INC.**

for contract term
June 1, 2006 – December 31, 2008

Updated 02/17/06

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PREAMBLE

This Agreement dated the 1st day of June, 2006, is between Connectivity Solutions Manufacturing, Inc. (the "COMPANY") and Local 1974 of the International Brotherhood of Electrical Workers, AFL-CIO, (the "UNION").

ARTICLE 1 – RECOGNITION

The COMPANY recognizes the UNION as the exclusive representative of all hourly-rated non-supervisory production and maintenance employees; but excluding office and plant clerical employees, professional employees, guards and watchmen, supervisors as defined in the Act.

The recognition complies with the certification of the National Labor Relations Board dated March 4, 1957, in Case No. 17-RC-2455.

ARTICLE 2 – RIGHTS AND OBLIGATIONS

Section 1. Management Rights. Except as specifically limited by this Agreement's provisions, or clearly established past practice, the Company retains the right to exercise all management rights or functions. The Company's failure to exercise any right in a particular way will not be deemed a waiver of the Company's right to exercise such right in the future.

The Company has the right to establish of drug testing policy governing alcohol, illegal drugs and legal drugs that are unsafe to use while working. This policy will include the following types of testing: pre-employment; reasonable suspicion; post work related injuries or property damage; recall from layoff; and follow up testing after a positive result.

The consequences for violating this policy will include discipline up to and including termination, depending on the severity of the misconduct, prior work record, and whether the violation is a first or repeat offense. Employees who test positive following recall from layoff will be terminated. Employees who are not terminated after violating this policy while working must submit to a mandatory EAP evaluation, and successfully complete any recommended course of treatment.

Section 2. Nondiscrimination. The Company and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, marital status, veteran status, membership or lack of membership in the Union, or in any other prohibited basis of discrimination under applicable local, state or federal laws.

Section 3. Contract Amendments. The designated representatives of the Company and the Union have the right to modify this Agreement at any time upon mutual agreement in writing.

ARTICLE 3 – EMPLOYEE CONTACT INFORMATION

Employees must furnish the Company with their address and telephone number immediately upon employment. Thereafter, the employee must notify the Company, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the Company of any obligation to provide notice to the employee under any provision of this Agreement.

ARTICLE 4 – UNION REPRESENTATION

Section 1. Working Hours. Employees have the right to Union representation during work hours any time (a) they are being investigated for disciplinary purposes, or (b) upon request, with permission from the managers of the stewards and affected employees. Permission shall not be unreasonably withheld, and shall be contingent on minimizing disruption to the operation. Union stewards shall be paid their regular rate while providing representation pursuant to this Section during their work hours.

Section 2. Ratio of Stewards to Employees. There shall be no more than one steward for every 35 employees.

ARTICLE 5 – UNION MANAGEMENT RELATIONS

Section 1. Bulletin Boards. The Company will designate a place(s) in the facility that is readily accessible to employees for the purpose of posting Union notices. The notices will announce union meetings, election results, social events and communications from the Union, provided they are approved in advance by the Facility Manager.

Section 2. Joint Union-Management Safety Committee. Both parties commit to maintain VPP Star status. A Joint Union Management Safety Committee shall be maintained in accordance with Nebraska Revised Statutes. The Committee will consist of equal Union and Company representation, and each party shall select their representatives.

Section 3. Contract Reproduction. The Company shall reproduce at its cost a mutually agreeable number of copies of this Agreement for distribution to employees.

Section 4. Technology Changes. When technology changes in equipment, organization or methods of operations affect job security or the work performed by employees, the Company will meet with the Union and discuss such changes before they occur.

Section 5. Payroll Deductions. The Company agrees to make the following types of payroll deductions: dues, legally required deductions, charitable donations to United Way, equipment purchases, health and welfare premiums, flexible spending accounts.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. Grievances are defined as any alleged violation of this Agreement.

Section 2. Process. The grievance procedure shall progress as follows:

Step 1: The employee and/or steward shall meet with the employee's supervisor within 5 working days of notice of the event giving rise to the grievance. The supervisor shall respond within 3 working days.

Step 2: If agreement is not reached at Step 1, the chief steward shall meet with the Focused Factory Manager within 5 working days of the date of the supervisor's response in Step 1. The focused Factory Manager shall respond within 3 working days.

Step 3. If agreement is not reached at Step 2, the grievance shall be submitted in writing to Labor Relations within 5 working days of the date of the Focused Factory Manager response in Step 2. The Union's Grievance Coordinator shall meet with Labor Relations within 5 working days of the submission of the written grievance. Labor Relations shall respond in writing within 3 working days of the grievance meeting. If agreement is not reached at Step 3, the Union shall notify the Company of its intent to proceed to arbitration or not within 5 working days of Labor Relations' response.

Section 3. Arbitrators. If the parties proceed to arbitration the Company shall notify Federal Mediation Conciliation Service (FMCS) and request a panel of 7 arbitrators. Both parties have the right to reject one panel and request a second at their own expense. Names shall be struck alternatively, and the first to strike shall be resolved by a coin flip.

Section 4. Arbitrator Limitation. The arbitrator shall be governed and limited by this Agreement, applicable law, and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute his judgment for that of the Company and will confine his judgment strictly to the facts submitted in the hearing. The arbitrator's decision will be final and binding upon the parties.

Section 5. Discharge Cases. In discharge cases, no brief shall be submitted following arbitration.

Section 6. Witness Expenses. Each party shall pay its own expenses, including payment for the time and expenses of its witnesses. All other expenses, including the fees and expenses of the arbitrator, shall be borne equally by the Company and Union.

Section 7. Time Limits. If the Company fails to respond within the designated time limits, the Union may proceed to the next Step. If the Union fails to meet the designated time limits, the grievance shall be considered withdrawn. All time limits contained in this Article may be extended by mutual agreement.

Section 8. Arbitration Expenses. Each party shall pay its own expenses incurred in the arbitration, including payment for the time and expenses of its witnesses. All other direct expenses, including the fees and expenses of the Arbitrator, shall be borne equally by the Company and the Union.

ARTICLE 7 – SENIORITY

Section 1. Definition. Seniority time means the most recent period of time an employee has been employed and shall date from the first day of such employment. When two (2) or more employees are hired on the same date, the employee having the lowest last four (4) digits of their social security number will have the most seniority.

Section 2. Seniority List. The Company will provide an updated seniority list to the Union upon request.

Section 3. Seniority Rights. Except as specifically provided in other Articles, seniority will govern in cases of layoffs, promotions, demotions, laterals, excesses, recalls, shift assignments, loans (volunteer high/force low), temporary upgrades (of those qualified), short timing and C.C. time (Company Convenience).

Section 4. Accrual During Layoffs. Employees on layoff for six (6) months or less shall accrue seniority. Employees on layoff for longer than six (6) months shall not accrue seniority for the duration of their layoff, and upon recall, their service date shall be adjusted. The same rules also apply to employees on any medical leave.

Section 5. Service and Pension Bridge. Employees who are rehired after losing their seniority rights, and who are employed for two consecutive years following rehire, shall bridge their previously verifiable lost seniority. Employees have the burden, immediately upon rehire, to provide verification of previous employment and their failure to do so will render this Section inapplicable. This Section does not apply to retirees.

Section 6. Loss Of Seniority. Seniority shall be lost if an employee:

1. Is terminated;
2. Resigns;
3. Fails to return to work on the specified date following layoff;
4. Is laid off for a period in excess of three years;
5. Fails to return to work on the specified date after a leave of absence;
6. Accepts a position outside IBEW Local 1974 bargaining unit;
7. Is on a medical leave of absence which exceeds fifty-two (52) weeks;
8. Retires.

ARTICLE 8 – TRADES OCCUPATIONS

Section 1. General. The parties agree that each trade classification is unique. Trades classification shall be defined as a skilled trades or craft job associated with the construction, repair and maintenance of tools, machines, equipment, buildings and service systems used in the manufacture of the Company's products and which is assigned to an organizational unit functionally responsible for such services.

The job descriptions for each trade classifications shall be maintained by Labor Relations and immediately accessible upon request. The job descriptions shall not be changed except by agreement among the Joint Trades Committee ("JTC"). The JTC shall consist of a mutually agreeable number of representatives from the Company and the trades classifications.

Section 2. Flexibility. Journeymen will be assigned work based on their base trade. However, if Journeymen have skills of a related craft that are incidental to their base trade, the journeymen may perform such incidental duties. Journeymen shall be defined as a qualified employee in a skilled trade or craft who has completed an apprenticeship or equivalent training and who is expected to perform all levels of work within his or her base trade and complete any assignment consistent with skills acquired through previous experience and/or training.

Section 3. Trades Work Disputes. Disputes over whether work should be performed by trades or production employees shall be resolved first by discussion among the JTC, with emphasis on safety, trades job descriptions and operational efficiency. If the JTC cannot resolve the question, the dispute shall be resolved by the grievance and arbitration procedure.

Section 4. Reduction in Force. In the event of a reduction-in-force, trades employees can displace junior employees in another trade in which they are qualified, or accept a layoff. Trades employees who cannot bump within the Trades and have previously worked in production may use their seniority to return to production in the same Level and pay grade they most recently occupied

in production, if there are available openings within such Level. Absent openings at that Level, they may exercise seniority bumping rights.

Section 5. Movement of Trades Personnel

A. Loans. Assignments up to 12 weeks in duration shall be filled by qualified volunteers. In the absence of qualified volunteers, qualified employees shall be forced by inverse order of seniority. Employees shall not lose their night work bonus as a result of a temporary assignment. Temporary assignments cannot extend beyond 12 weeks absent mutual agreement.

B. Job Vacancies. Management shall determine staffing levels. Vacancies shall be offered first to existing tradespersons by canvassing in the order of seniority within the affected trade. The resulting vacancy shall be staffed first from qualified tradespersons with recall rights, second from qualified production employees (by seniority), and third from new hires.

C. Reduction in Trades Personnel. If trades personnel are surplussed, they shall be selected based on inverse seniority within their trade.

1. **Recall Rights.** Trades employees who are surplussed shall be recalled in the order of their accrued seniority at the time of the layoff within the trade group from which they were laid off. The seniority acquired by trades employees who bump to a production job rather than being laid off shall not be considered when recalling trades employees to trades positions, but shall be considered for all other purposes following recall to a trades position.
2. **Overtime Pool Staffing Adjustment.** When transferring tradesmen from one overtime pool to another pool, the most senior volunteer shall be transferred. If there are no volunteers, the least senior tradesmen shall be transferred from the specific overtime pool where the surplus is declared.

Section 6. Company Designated Shutdown. Unless otherwise scheduled for vacation, or released prior to the designated shutdown, all trades personnel shall be required to work during the shutdown. Overtime opportunities during shutdown shall be offered first to those employees who are working during the shutdown.

Section 7. Training. Trades personnel required by the Company to participate in trades specific training shall be compensated at their regular hourly rate for such training, subject to any other applicable terms of this Agreement. If there is a need to reinstate an apprenticeship training program, the JTC shall determine its requirements.

Section 8. Overtime Assignments. The JTC shall develop a mutually agreeable overtime assignment process for trades personnel.

Section 9. Trades Apprenticeship Pay. No employee shall suffer a reduction of pay for entering or graduating from a trades apprenticeship training program.

ARTICLE 9 – MOVEMENT OF PERSONNEL

The Company has the right to determine staffing levels of every business unit or division, including overtime pools. Overtime pools are further discussed and defined in Article 15.

Personnel movement shall occur in the following manner:

Section 1. Loans

A. Length. The Company shall have sole discretion to loan any qualified employee to any position for up to one full day.

If the need to loan lasts more than one day, and up to 12 weeks, the loan must be implemented using the process described in the following sections.

If the need for the loan extends beyond 12 weeks, the Company is prohibited from continuing the same loan, or loaning another employee, absent mutual agreement with the Union. Absent mutual agreement to extend beyond 12 weeks, the Company must either fill the position (by excess, posting, or downgrade), or discontinue the loan of any employee to the position in question.

B. Level I Loans. Level I employees shall be assigned anywhere within their Individual Business Units ("IBU"), and such assignment shall **not** be considered a loan. IBU shall be defined by discussion between the Company and the Union based on business circumstances, and shall consist of a combination of natural work groups.

Level I employees can be **loaned** to any position for which they are qualified outside their IBU. Managers shall first ask for qualified volunteers by seniority. In the absence of sufficient volunteers, the Company shall loan based on inverse seniority among qualified employees.

The Company shall provide the Union with written notice of the affected employees and their managers anytime Level I employees are loaned between IBU.

C. Level II and III Loans. Level II or III employees can be loaned to any position for which they are qualified between overtime pools. Managers shall first ask for qualified volunteers by seniority. In the absence of sufficient volunteers, the Company shall assign based on inverse seniority among qualified employees.

The Company shall provide the Union with written notice of the affected employees and their managers anytime Level II or III employees are loaned between overtime pools.

D. Work Hours for Loaned Employees. No shift change shall be forced through the loan process, but employees shall assume the work schedule of the area to which they are loaned. Employees who volunteer for a shift change through the loan process shall not be forced to change shifts without one week advance notice, unless waived by the employee.

Section 2. Excesses

A. Excess Process. Level I employees will be excessed by IBU. Level II and III employees will be excessed by overtime pool.

B. Level I and II Employees. If the Company determines an excess in one IBU or overtime pool, and a shortage in another IBU or pool, Level I and II employees shall be excessed on a voluntary basis by seniority. In the absence of sufficient volunteers, Level I and II employees shall be involuntarily excessed by inverse order of seniority.

C. Level III Employees. If the Company determines there is a Level III excess, qualified Level III employees shall be excessed on a voluntary basis by seniority. In the absence of sufficient

qualified volunteers, Level III employees shall be involuntarily excessed by inverse order of seniority. Level III excess employees who are not qualified for available Level III openings shall be subject to the following process:

- first, they shall displace the least senior Level III employee in another overtime pool provided they are qualified;
- second, they are subject to the downgrade process as described below.

D. Production Occupation Master Molding Technicians ("MMT"). If the Company determines there is an MMT excess, the excess MMTs shall be returned to the production level for which they are qualified, and pay progression step, they occupied prior to their becoming an MMT. The same rules shall apply to employees who are training to become MMT.

E. Bidding and Shift Bumping Rights. Employees who are excessed shall retain all bidding and shift bumping rights.

Section 3. Downgrades And Layoffs

A. Voluntary. Employees may request a voluntary downgrade at any time, and such request shall be irrevocable. Employees who voluntarily downgrade shall be assigned by the Company to any available opening and shift, with no shift bumping rights, and they cannot bid for another upgrade for six months.

B. Involuntary. Employees may be involuntarily downgraded because of performance or lack of work.

(i) Performance Downgrades. The Company can downgrade for performance using performance assessment standards, subject to the grievance and arbitration procedure. In such event, employees

- cannot bid on the job from which they are downgraded for one year; and
- shall be returned to the production level, and progression step, they occupied prior to their bid to the Level from which they were downgraded.

(ii) Lack of Work Downgrades. Level III employees who lack the seniority and qualifications to displace another Level III employee through the excess process described above shall be assigned to a Level II position or opening. If the Level III downgrade results in an excess among Level II employees, the least senior plant-wide Level II employee shall be downgraded.

Level II employees shall be downgraded for lack of work in the inverse order of their plant-wide seniority, and shall be assigned to a Level I position or opening. If the Level II downgrade results in an excess among Level I employees, the least senior plant-wide production employee (regardless of Level) shall be laid off.

(iii) Bidding and Shift Bumping Rights. Employees who are involuntarily downgraded shall retain all bidding and shift bumping rights, except for the job bidding restriction described above in the Performance Downgrade provision.

C. Layoffs. The Company shall decide if a layoff is necessary, and if so, how many employees shall be laid off. Layoffs shall occur in the inverse order of plant wide seniority among production employees, and by classification seniority within the Trades Occupations. The Union shall be provided a minimum of 30 days advance notice of a layoff.

For layoff purposes only, employees shall be credited with their entire (rather than most recent) length of service, regardless of whether they have satisfied the two year Service and Pension Bridging requirement contained in Article 7, Section 5 of this Agreement

Section 4. Recall From Layoff

A. Duration of Recall Rights. Employees shall retain recall rights for three years.

B. Process. Employees shall be recalled by seniority and placed in open positions, provided they are medically fit for duty. If medically unfit, they shall be skipped without losing their recall rights.

C. Notice. Notice of recall will be given by any one of the following verifiable means and in the following order: first, by telephone call to the last known number; second, by certified mail, return receipt requested, to the employee's last known address. Employees have a maximum of two weeks to report following notice to the Union of the Company's attempt to contact the employee. Failure to report within two weeks shall result in loss of recall rights.

Section 5. Shift Protection And Realignment

A. Realignment. The shift re-alignment process shall occur once per year and shall be timed to coincide with the first fiscal week of the fourth calendar quarter. Level I employees shall realign by IBUs. Level II and III employees shall realign by overtime pools. Trades employees shall have the right to re-align within their trade on all available shifts and buildings. Employees shall be provided a minimum of one week notice of any shift realignment.

B. Protection. Employees who move to another job by promotion, bidding, excesses, involuntary downgrade, or are shift displaced by more senior employees, shall have shift preference by seniority.

Level I shift protection shall be limited to IBU. Level II and III shift protection shall be limited to overtime pool.

Section 6. Temporary Upgrades. A temporary upgrade shall normally be limited to a maximum of three months with the right to renew for an additional three months. The Union shall be provided a weekly report of upgrades.

Section 7. Job Postings

A. Process. When postings are required in the Company's discretion, Employees shall have a minimum of three working days to complete a written bid. All bids are irrevocable. Candidates shall be evaluated using the following criteria:

- seniority;
- demonstrated productive efficiency, skills and ability;
- pre-qualifications (for Level III positions only).

B. Absent Employees. Employees who are absent for any reason are solely responsible for indicating their posting preferences to the Company during the period of their absence.

C. Job Posting Prior to Hiring New Employees. To protect active employees job preference rights, the Company shall post a minimum of 10% of the vacancies to be filled by new hires before the new hires are placed in the vacancies.

D. Posting Restrictions. Employees who successfully bid on a job may not bid on another lateral position for 12 months. New hires may not bid on lateral openings for 12 months after their date of hire. Employees who bid must be immediately capable of performing the job, excepting only those employees on vacation.

E. MMT Postings. Employees who successfully bid on a MMT job shall not suffer a reduction of pay as a result of the bid.

ARTICLE 10 – WAGE AMOUNTS & PENSION BANDS

Section 1. Wage Schedules. The wages in this Agreement are contained in Appendix 10-A.

Section 2. General Wage Increases. Effective June 1, 2008 wages shall be increased by 3.0%. Wage increases shall be rounded up to the nearest penny.

Section 3. Wage Progression

- (a) Progression increases shall be on a semi-annual basis and shall be effective at the beginning of the first full week in March and September.
- (b) Employees on disability leave or other leave of absence will not receive a scheduled rate increase until they return to work.

Section 4. Promotions, Demotions and Lateral Reclassifications

- (a) **Temporary Promotion Allowance.** An employee who is temporarily promoted or upgraded to a higher Production Level shall receive a Temporary Promotion Allowance (TPA) in the amount of twelve dollars (\$12) per day.
- (b) **Promotions.** Employees who are promoted to a new Level shall be paid the rate, within the new Level, which is two steps above their rate before being promoted.
- (c) **Demotions.** The employee shall be moved to the nearest progression step of the Level to which demoted insuring no gain in pay.

Section 5. General

- (a) If an employee is recalled from LAYOFF the employee shall be assigned a regular rate in accordance with the following:
- (1) If employees are recalled **within twelve (12)** months from the date of LAYOFF to a production job in his or her former Production Level, the employee shall be assigned a regular rate no less than that received at the time such employee was LAID OFF, but which will be adjusted for interim wage increases.
 - (2) If the employee is recalled **more than twelve (12)** months from the date of LAYOFF, their regular rate shall be further adjusted in accordance with the following, but in no event shall the new rate be less than the minimum rate of the applicable Production Level:

Lay Off Months

12 or more, less than 18

18 or more, less than 24

24 or more, less than 30

30 or more, through 36

Employee Will Be Assigned a Regular Rate

One (1) Progression Step less than employee held at the time of LAYOFF

Two (2) Progression Steps less than employee held at the time of LAYOFF

Three (3) Progression Steps less than employee held at the time of LAYOFF

Four (4) Progression Steps less than employee held at the time of LAYOFF

- (b) **Errors.** Payroll errors will be addressed promptly. Either party may request a payroll committee meeting to address these problems.
- (c) **Emergency Response Team** Members of the Emergency Response Teams who are trained and certified in accordance with OSHA standards will receive \$150 per quarter (\$600 per year).

APPENDIX 10-A – WAGE SCHEDULES

Tier 1 Production Level 1 (OH) PL1

		Effective	
	Step	06/01/2006	06/01/08
Minimum	1	\$10.66	\$10.98
	2	\$11.41	\$11.76
	3	\$12.22	\$12.59
	4	\$13.09	\$13.49
	5	\$14.01	\$14.44
	6	\$15.00	\$15.44
	7	\$16.07	\$16.56
	8	\$17.20	\$17.72
Maximum	9	\$18.42	\$18.98
Pension Band		105	105

Injection Molding Trainee (OH) TRIM

		Effective	
	Step	06/01/2006	06/01/08
Minimum	1	\$19.12	\$19.70
	2	\$19.37	\$19.96
	3	\$19.62	\$20.21
	4	\$19.88	\$20.48
Maximum	5	\$20.14	\$20.75
Pension Band		109	109

Tier 1 Production Level 2 (OH) PL2

		Effective	
	Step	06/01/2006	06/01/08
Minimum	1	\$14.51	\$14.95
	2	\$15.22	\$15.68
	3	\$15.97	\$16.45
	4	\$16.75	\$17.26
	5	\$17.58	\$18.11
	6	\$18.44	\$19.00
	7	\$19.34	\$19.93
	8	\$20.29	\$20.90
Maximum	9	\$21.29	\$21.93
Pension Band		109	109

Tier 1 Production Level 3 (OH) PL3

	Step	06/01/2006	Effective 06/01/08
Minimum	1	\$16.35	\$16.85
	2	\$17.12	\$17.64
	3	\$17.92	\$18.46
	4	\$18.76	\$19.33
	5	\$19.64	\$20.23
	6	\$20.56	\$21.18
	7	\$21.52	\$22.17
	8	\$22.53	\$23.21
Maximum	9	\$23.59	\$24.30
Pension Band		113	113

Tier 1 Master Molding Technician (OH) MMT**Production Level 4**

	Step	06/01/2006	Effective 06/01/08
Minimum	1	\$20.14	\$20.75
	2	\$20.72	\$21.35
	3	\$21.32	\$21.96
	4	\$21.94	\$22.60
	5	\$22.57	\$23.25
	6	\$23.23	\$23.93
	7	\$23.90	\$24.62
	8	\$24.59	\$25.33
	9	\$25.30	\$26.06
Maximum	10	\$26.03	\$26.82
Pension Band		118	118

Tier 1 Trades Group 2 (OH) 002

	Step	06/01/2003	Effective 06/01/08
Minimum	1	\$21.98	\$22.64
	2	\$23.11	\$23.81
	3	\$24.30	\$25.03
	4	\$25.55	\$26.32
	5	\$26.86	\$27.67
	6	\$28.24	\$29.09
Maximum	7	\$29.69	\$30.59
Pension Band		122	122

Pension Amounts and Increases

Band	Amount	6/1/07	6/1/08
105	\$37.69	\$38.07	\$38.83
109	\$43.16	\$43.59	\$44.46
113	\$48.62	\$49.11	\$50.09
118	\$55.39	\$55.94	\$57.06
120	\$58.11	\$58.69	\$59.86
122	\$60.84	\$61.45	\$62.68

Special Supplemental Monthly Pension Benefit

Grade Level on 5/31/86	Monthly Benefit
32	\$3.85
33	\$4.07
34	\$4.27
35	\$4.49
36	\$4.70
37	\$4.95
38	\$5.21

ARTICLE 11 – HOURS OF WORK

Section 1. Changes. The Union and the Company recognize that work schedules may change as the business requires. The Company has the right to modify schedules. The Union and employees shall be notified at least one week in advance of any permanent change in schedules, except where circumstances make such notice impractical.

Section 2. Number of Shifts. The Company shall have the right to designate the number of shifts to be worked. A normal shift shall consist of eight consecutive hours, excluding meal periods.

There shall be only three shifts, consisting of day, evening or night.

The Company has the right to set or modify starting and quitting times within each shift, and a change of working hours within a shift shall not be considered change in shift.

Section 3. Breaks. The Company will schedule one paid ten-minute break during each four hour work period at roughly the mid-point of such period. Break schedules may vary or be staggered to maximize facility use. The Company shall schedule unpaid meal periods of 30 minutes at roughly the mid-point of each eight-hour work period, absent prior mutual agreement with the Union. If the parties agree to a lunch period of 20 minutes, such period shall be paid.

ARTICLE 12 – PREMIUM PAYMENTS

Section 1. Duplication of Overtime Payments. There shall be no pyramiding of overtime premiums.

Section 2. Types of Premium Pay. Employees shall be paid:

Time and One-Half for all authorized hours worked (a) in excess of eight in one day; (b) in excess of 40 in one week; (c) on the second non-scheduled day of the week when employees are working a rotating five day schedule that frequently includes Saturdays and/or Sundays (the "Seven Day Rotation"); (d) outside of the employee's regularly scheduled work hours; and (e) on holidays designated in this Agreement (in addition to the eight hours of holiday pay).

Double Time for all authorized hours worked (a) on Sunday (except for employees working the Seven Day Rotation); (b) on the first non-scheduled day of the week when employees are working the Seven Day Rotation; and (c) in excess of eight time and one-half overtime hours in one week.

Section 3. Overtime Adjustment. Employees who are paid a non-discretionary bonus shall have their overtime rate adjusted as required by the Fair Labor Standards Act.

Section 4. Seven Day Coverage. Employees working the Seven Day Rotation shall be paid a bonus of 10% of their regular hourly rate (including night work bonus, if applicable).

Section 5. Night Work Bonus. Employees who work the evening or night shift shall be paid an additional \$1 per hour. Employees working evening or night shift who are required by the Company for training purposes to temporarily work day shift shall continue to be paid the night work bonus.

Section 6. Call In Pay. Employees who are required to return to work after completing their regular shift shall be paid a minimum of two hours at the applicable overtime rate, plus reasonable travel time both to and from work. Employees called at home and required to report in before their regular shift shall be paid reasonable travel time to work, and shall be paid a minimum of two hours at the applicable overtime rate.

Section 7. Minimum Pay Allowance. Employees who report to work at their scheduled start time shall be given at least two hours of work, or paid for two hours, at the pay rate that would have received had they been working, unless provided at least 10 hours advance notice not to report. This provision shall not apply if circumstances beyond the Company's control cause the inability to provide notice, or when employees are sent home for disciplinary reasons.

ARTICLE 13 – VACATIONS

Section 1. Eligibility

- (a) Employees are eligible for vacation with pay based on the following criteria:
 - (1) 40 hours after six (6) months;
 - (2) 80 hours after one (1) year;
 - (3) 120 hours beginning with the year in which seven (7) years will be completed;
 - (4) 160 hours beginning with the year in which 15 years will be completed;
 - (5) 200 hours beginning with the year in which 25 years will be completed.
- (b) An employee reinstated from Leave of Absence or rehired from LAYOFF who was not on the roll in the current calendar year is eligible for paid vacation using the following formula: number of weeks remaining in the year/52 X hours of vacation for which employee is eligible rounded up to the nearest one-half day.

Section 2. Scheduling Vacations

- (a) The vacation to which an employee is eligible in each calendar year shall be taken before midnight December 31 of the following year.
- (b) Vacation shall be scheduled by seniority. Although the Company will attempt to accommodate employee requests for vacation, scheduling of vacations will be in the Company's discretion and consistent with the needs of the business.
- (c) Employees may elect to schedule vacation on a day-at-a-time basis subject to the provisions of Paragraph 2(b).
- (d) Employees may schedule up to 16 hours of vacation in two (2) hour increments.

Section 3. Computation of Vacation Pay. Vacation pay will be computed based on the employee's hourly earnings at the time the vacation is scheduled.

Section 4. Employees Leaving the Company

- (a) Employees shall be paid their accrued and unused vacation when their service is terminated except that:
 - (1) Employees who have exhausted their disability benefits prior to their separation shall not be paid for any vacation;
 - (2) No vacation shall be paid to an employee who is terminated for misconduct.
- (b) An employee who resigns or is terminated for cause, will be required to reimburse the Company for the value of the vacation during the current calendar year, which has been taken prior to separation, in excess of the following schedule:

Month of Termination	Term of Employment			
	1 – 7 Years	7 – 15 Years	15 – 25 Years	25 and Over Years
Vacation Hours				
January	8	16	16	16
February	6	24	32	32
March	24	32	40	56
April	24	40	56	72
May	32	48	72	88
June	40	64	80	104
July	48	72	96	120
August	56	80	112	136
September	56	88	128	152
October	64	104	136	168
November	72	112	152	184
December	80	120	160	200

- (c) Unused vacation shall be paid to the beneficiary of any deceased employee, or their estate if no beneficiary is designated.

Section 5. Vacation Carryover. Employees may carryover up to 160 hours provided such hours are used in the next calendar year, and must be used prior to use of the current year's vacation.

ARTICLE 14 – HOLIDAYS

Section 1. Recognized Days. The following shall be recognized as paid holidays, and the day on which they are recognized shall be published by the Company in December of each year for the following year:

- New Year's Day
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas
- Christmas Day
- Floating Holiday

Section 2. Holiday Hours. The holiday period shall be between midnight and midnight on the day observed as the holiday except that for shifts crossing midnight it shall be the twenty-four (24) consecutive hour period beginning with the regular starting time on the eve of the day observed as the holiday.

Section 3. Eligibility. In order to be eligible for holiday pay, employees must either work, or be scheduled for vacation, on either the day before or after the holiday.

Section 4. Holiday Work. Employees scheduled to work on a day observed as a holiday but who are absent shall not receive holiday pay, except when

- (a) their absence is due to sickness or injury substantiated by a physician's certificate acceptable to the Company;
- (b) they are sent home because of sickness or injury.

ARTICLE 15 – OVERTIME ASSIGNMENTS

Section 1. General. The Company shall decide when overtime is required, and the schedule of any required overtime. Overtime opportunities shall be distributed as evenly as practicable among qualified employees normally performing the work, using the process described below.

Overtime assignments shall occur in the following priority:

1. First, in the pool employees are working;
2. Second, in employee's home pool, if loaned;
3. Third, any other pool for which employees are qualified. These types of assignments are not subject to the equitable distribution process described below.

Loaned employees who sign the voluntary overtime sheet in the pool they are working are also accepting overtime in their home pool.

Section 2. Insufficient Volunteers. In the absence of sufficient qualified volunteers within the overtime pool, overtime shall be offered to senior qualified employees in other overtime pools who have made themselves available pursuant to the agreed upon timing parameters.

Section 3. Overtime Pools. Overtime pools shall be defined by mutual agreement between the Union and the Company. Management reserves the right to determine employee qualifications.

Section 4. Maximum Overtime. No employee shall work more than 12 hours in any given shift, except in Company-declared emergencies.

Section 5. Absent Employees. Employees who are scheduled off shall be skipped in the overtime rotation unless they specify their availability within the agreed upon timing parameters, including the telephone number by which they may be contacted for assignments. Failure to satisfy this obligation, or unavailability when the Company attempts to call, shall result in a lost opportunity.

Section 6. Employees on Work Restrictions. Qualified employees who are being accommodated due to restrictions are eligible for overtime assignments within the accommodated work assignment.

Section 7. Payment for Missed Overtime Assignments. Employee[s] wrongfully denied overtime because of management's failure to follow the process described in this Article shall be compensated for any resulting lost wages, unless timing factors beyond the Company's control cause the non-compliance.

The Union shall be provided access to overtime assignment records to verify the Company's compliance with this Article.

ARTICLE 16 – PAY TREATMENT FOR ABSENCES

Section 1. General

- (a) Before an employee is granted absence with pay under any of the provisions of this Article such employee shall submit satisfactory evidence to substantiate the reason for such absence.
- (b) There shall be no duplication of payment by the COMPANY for the same period of absence.
- (c) Pay for absences shall be computed at an employee's regular rate of pay in effect on the first (1st) full or partial day of such absence.

Section 2. Death in Family

- (a) Employees shall be granted reasonable paid absence, defined below, because of a death in their immediate family for time lost, provided they have at least six (6) months of seniority.

- (b) An employee's immediate family shall be, spouse, child, parent, mother-in-law, father-in-law, grandparent, grandchild, sibling; also, any relative or partner residing with the employee.
- (c) In determining reasonable absence, the COMPANY shall consider the relationship of the employee to the deceased and the responsibility of the employee for making funeral arrangements. However, for deaths of a spouse, partner, child, parent a reasonable absence shall not exceed five (5) paid consecutive work days. For all other immediate family members, a reasonable absence shall not exceed three (3) paid consecutive work days, provided, however, employees are eligible for an additional two (2) unpaid days for these family members.

Section 3. Jury Duty and Other Court Attendance. An employee summoned for jury duty or to serve as a witness (not as a plaintiff or defendant) in a court case which necessitates absence from scheduled work days shall be granted pay for such absence. Such an employee shall report for work when excused from such attendance unless it is impossible or unreasonable to do so.

Section 4. Service as Judges and Clerks of Election. An employee appointed to serve as a judge or a clerk of election whose service necessitates absence may be excused for such absence, consistent with the needs of the business, and when so excused shall be paid for such absence.

Section 5. Sickness Absence

A. Unless provided otherwise under the High Absenteeism provision below, employees absent because of personal sickness for consecutive days up to seven calendar days, will be paid for such absence as provided below. The first (1st) day of such absence will be the employee's first missed full or partial shift. Employees are eligible for disability benefits on the eighth consecutive calendar day of sickness.

TERM OF EMPLOYMENT	Payment
Less than two (2) years	None
Two (2) years but less than five (5) years	Commencing with third (3rd) day of absence
Five (5) years but less than ten (10) years	Commencing with second (2nd) day of absence
Ten (10) years or more	Commencing with first (1st) day of absence

B. High Absenteeism

1. The parties have mutually agreed to a Absence Policy that is not reflected in this Agreement. The Absence Policy shall not be changed absent mutual agreement. Employees who (a) exceed an absenteeism rate of 5% (the "Unacceptable Absenteeism Rate"); or (b) accrue 10 or more points under the Absence Policy (the "Unacceptable Point Rate"), shall be subject to the following consequences. The Unacceptable Absenteeism Rate and the Unacceptable Point Rate are collectively defined as the "High Absenteeism Rate."
2. Employees who exceed the High Absenteeism Rate are defined in this Agreement as "High Absenteeism Employees." High Absenteeism Employees will not be

subject to this Agreement for the duration of the absence that triggers their High Absenteeism Rate.

3. High Absenteeism Employees shall not be eligible for paid time off under Section 5 (a) of this Article.
4. If High Absenteeism Employees fall below the High Absenteeism Rate, they shall no longer be subject to Section 5 (B) of this Article.
5. High Absenteeism Employees must use their available carryover vacation, vacation and EWD (in that order) simultaneous with any FMLA leave. If High Absenteeism Employees receive 66% income replacement through short-term disability benefits, they shall be required to use two (2) hours of carryover vacation, vacation and EWD (in that order) for each day of short-term disability. If High Absenteeism Employees receive 50% income replacement through short-term disability benefits, they shall be required to use four (4) hours of carryover vacation, vacation and EWD (in that order) for each day of short-term disability.
6. High Absenteeism Employees shall be eligible for only six (6) months of short-term disability benefits under the Disability Policies. After six (6) months of short-term disability benefits, High Absenteeism Employees will qualify for long-term disability benefits if eligible, or will stop receiving disability benefits for the duration of their leave.
7. High Absenteeism Employees on short-term disability under the Disability Policies shall be eligible for a maximum 66% income replacement. The duration and amount of short-term disability benefits for which High Absenteeism Employees are eligible is reflected below:

Years of Service	66% up to	Half Pay for Additional
6 mos. – 2 years	NA	26 weeks
2 – 5 years	4 weeks	22 weeks
5 – 15 years	13 weeks	13 weeks
More than 15 years	26 weeks	NA

8. The Company acknowledges its obligation to consider the nature of any terminal employee illnesses such as cancer, stroke, and serious heart disease, in-patient hospitalization, major non-elective out-patient surgery and serious health condition as determined by Medical before imposing termination under the Absence Policy.

Section 6. Military Leaves of Absence. The COMPANY will comply with all applicable federal and state law regarding military leaves of absence. Employees on military leave will be paid for up to 20 days, provided they verify the need for the leave with satisfactory documentation.

Section 7. Disagreements Over Medical Diagnosis. The parties agree that disagreements between health care providers over an employee's fitness for duty shall be resolved by a third opinion from an appropriate provider.

ARTICLE 17 – FORCE ADJUSTMENT PROTECTION

1. Demotions

- (a) When an employee suffers an immediate reduction in regular rate because of demotion or reclassification the employee shall be paid cushioning starting with the effective date of such reclassification or demotion. Cushioning shall be paid based on the following schedule:

	<u>June 1, 2006</u>	<u>January 1, 2008</u>
Less than 5 years	6 weeks	No change
5 years but less than 10 years	8 weeks	No change
10 years but less than 15 years	18 weeks	No change
15 or more years	52 weeks	26 weeks

Anyone downgraded prior to June 1, 2006 will get the entire cushioning benefit, as described in the contract expiring May 31, 2006.

- (b) Cushioning shall be recomputed upon the employee's promotion or reclassification to a higher paying classification or upon the employee's refusal of such an assignment, or job posting/promotion opportunity. Cushioning shall cease upon the employee's placement on an assignment at his or her former level or upon the employee's refusal of such an assignment. Employees who are receiving cushioning shall automatically be included with other qualified job bidders.

If an employee's cushioning ceases as the result of a promotion and the employee is again demoted within six (6) months of such promotion, the employee will receive cushioning for the remaining portion of the cushioning for the original demotion or transfer.

- (c) Cushioning shall not be paid in cases of voluntary demotion, disciplinary demotions, expiration of temporary upgrades, or demotions due to lack of competence.

2. Short-Timing

- (a) The COMPANY has the right to institute short timing, as defined below.
- (b) "Short-timing" shall mean the reduction of regularly scheduled work hours during any week. Any such week shall be called a "short-time week".
- (c) The UNION shall be given advance notice when short-time weeks are scheduled, specifying the employee(s) involved.
- (d) The employees involved shall be given at least twenty-four (24) hours' notice when they are scheduled to be off work due to short-timing, unless unknown or unforeseen conditions prevent the COMPANY from giving such notice.
- (e) No employee shall be scheduled to be off work due to short-timing for more than a total of ten (10) days in any twelve (12) month period.
- (f) An employee scheduled for a short-time week shall be paid a short-time allowance as indicated in the table below for each day off during such week due to short-timing, provided the employee works all the hours, if any, that he or she is

scheduled to work during that week or, if the employee is absent from scheduled work, the absence is excused by the COMPANY. Such allowance shall be based on the employee's length of service and shall be (a percentage of the employee's regular rate as follows:

TERM OF EMPLOYMENT	Short-Time Allowance Percentage
Up to 6 months	None
6 months up to 2 years	35%
2 years up to 5 years	50%
5 years up to 10 years	65%
10 years up to 15 years	75%
15 years and over	85%

- (g) Employees shall not be considered short-timed nor shall short-time allowances be payable in the event employees' services are temporarily interrupted because of but not limited to such causes as material shortage, equipment failure, power failure, labor dispute, "acts of God", failure or disruption of house services (light, heat, water, etc.), gas leaks, fires or any situations that might imperil the health or safety of employees.
- (h) Employees who are scheduled for short-time weeks shall not be considered LAID OFF, nor shall Termination Allowances as provided in ARTICLE 18, TERMINATION ALLOWANCES, be payable in such event.
- (i) Employees shall not be scheduled to be off due to short-timing for less than one (1) full day, nor shall short-time allowance be payable for any time off work other than as provided herein. However, an employee who would otherwise be paid for absence in accordance with the provisions of any other article in this Agreement on a day when he or she is scheduled to be off due to short-timing shall be paid for such absence at the rate (percentage) specified in the table above, except that an employee absent due to sickness shall be paid for such absence as provided in ARTICLE 16, PAY TREATMENT FOR ABSENCES.

ARTICLE 18 – TERMINATION ALLOWANCES

Section 1. Amount of Allowance. An employee LAID OFF shall be granted a Termination Allowance in accordance with the following, except as provided in Paragraph 3:

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

Section 2. Computation. Termination Allowance payments shall be computed at an employee's regular rate in effect as of the date of LAYOFF. If the employee was demoted within 26 weeks prior to the layoff, the employee shall be paid the rate the employee received prior to the demotion. Employees who are terminated pursuant to a reduction in force due to lack of work shall be provided a minimum of four weeks notice prior to termination.

Section 3. Periodic Income Protection Payments. The employee shall have the option of receiving the Termination Allowance (1) in periodic installments, less applicable deductions, or (2) in a lump sum, less applicable deductions. If the periodic installment option is chosen, the frequency of these installments will match the employee's normal pay cycle.

Section 4. Subsequent Recall. When an employee has received a Termination Allowance in lump sum and is subsequently recalled or rehired as a regular employee to a job in the bargaining unit and the number of weeks since date of LAYOFF is less than the number of weeks of Termination Allowance granted, the amount of Termination Allowance paid the employee for the excess number of weeks shall be considered as an advance in pay by the COMPANY and repayable through payroll deduction at the rate of ten percent (10%) of such employee's wages.

Section 5. Subsequent Layoff. An employee who has been reemployed following a period of LAYOFF and who is again LAID OFF shall be granted a Termination Allowance in accordance with the following:

Continuous Service Since Date of Latest Employment	Termination Allowance
Less than 5 years...	Termination Allowance in accordance with paragraph 1 based on length of service of the date of second or subsequent layoff, minus net amount (i.e., amount paid to employee less amount refunded in accordance with Paragraph 4) paid to employee as Termination Allowance at time of prior LAYOFF or LAYOFFS
5 years or more...	Termination Allowance in accordance with Paragraph 1.

Note: When an employee's length of service prior to reemployment is not credited, Termination Allowance shall be based on length of service since date of such reemployment.

Section 6. Optional Termination Pay.

- (a) The Company will offer the Optional Termination Pay provision of CTOP (formerly ATTOP) to the degree necessary to resolve a surplus, in order of seniority, where there is an employee(s) at risk of layoff having more than ten (10) years of service at the time the surplus is declared.
- (b) Employees who are part of a surplus may, to the degree necessary to relieve the surplus and in order of seniority, request Optional Termination Pay on a voluntary basis provided they have two (2) or more years of net credited service at the time of the request.
- (c) An employee who elects this option shall leave the payroll without recall rights on a date determined by the Company and receive any vacation pay to which the employee is entitled plus a lump sum payment calculated on the termination payment schedule not to exceed \$42,500.
- (d) Under no circumstances will the Optional Termination Pay be greater than \$42,500, including any night differential. An employee who is receiving Optional Termination Pay shall not be eligible to the Termination Pay provided for laid off employees.

ARTICLE 19 – FACILITY CLOSING PROGRAM

If during the term of this Agreement, the COMPANY notifies the UNION that it will close, the COMPANY will offer financial assistance to employees as follows:

- (1) The Article 18 Termination Allowance;
- (2) Reimbursement of up to \$2500 for educational, training, and outplacement provided such employee has at least one (1) year of service as of termination;
- (3) Subject to the needs of the business, the Company may allow an employee to select a termination date earlier than the closing date with no forfeiture of these benefits.

ARTICLE 20 – EMPLOYEE BENEFITS AND COSTS

Section 1. Types. The following listed COMPANY Benefit Plans and Programs or their applicable successor Plan(s) or Program(s), with all subsequent amendments, shall apply to employees in the bargaining unit:

Flexible Account Plan

- Child and Elder Care Reimbursement
- Health Care Reimbursement
- Dental Expense Plan

Life Insurance Programs

- Basic Life
- Basic Accidental Death and Dismemberment
- Supplemental Life
- Supplemental Accident Death and Dismemberment
- Dependent Life
- Dependent Accidental Death and Dismemberment

Long Term Disability Plan

401K Savings Plan

Health Insurance Plan (f/k/a Medical Expense Plan and Mental Health and Chemical Dependency)

Pension Plan

Short Term Disability Plan (f/k/a Sickness and Accident Disability Benefit Plan; and Anticipated Disability)

Vision Care Plan

Employee Assistance Program (EAP f/k/a Work and Family Program)

Section 2. Modifications to Benefit Plans. Except as provided in this Article, there shall be no negotiations during the life of this Agreement upon changes in pensions or any other subjects covered by the existing Employee Benefit Plans. In the event, during the life of this Agreement, the COMPANY proposes to exercise any right provided in any of the existing Employee Benefit Plans or their successors, by taking action affecting the benefits or privileges of employees represented by the UNION, it will before doing so notify the UNION of its proposal and afford the UNION a period of sixty (60) calendar days for bargaining on said proposal; provided, however, that no

change may be made in the Plan which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by the UNION without its consent.

Section 3. Disputes Over Benefit Plans. Any dispute involving the true intent and meaning of Paragraph 2 may be presented as a grievance within thirty (30) days after the matter complained of and if not resolved by the parties, it may be submitted within thirty (30) days after the final answer of the COMPANY to the arbitration procedure of this Agreement. However, nothing herein shall be construed to subject the Employee Benefit Plans (or their successors) or their administration or the terms of the proposed change(s) in the Plans to arbitration.

Section 4. Benefits Room Staffing. The Company will continue to staff the "Benefits Room" with a represented employee. The number of hours dedicated for this service is subject to review and modification by the parties on a quarterly basis in order to meet the needs of the workforce and business.

Section 5. Additional Long Term Disability Coverage. Active employees shall have the option of purchasing, through pre-tax payroll deductions, additional long term disability coverage equal to 10% of base pay, as defined under the long term disability plan.

Section 6. Employee Cost for Medical Coverage.

A. Monthly Premiums	<u>2006</u>	<u>2007</u>	<u>2008</u>
Employee Only	\$63	\$75	15%*
Employee + 1	\$105	\$125	15%*
Employee + 2 or >	\$150	\$175	15%*

*The intent is that the employee population, as a whole, will contribute 15% of their medical costs.

If '07 or '08 premiums exceed 15% of actual medical costs in '08, the excess will be applied to reduce premiums in '09.

B. Annual Deductible

<u>In-Network</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Individual	\$150	\$350	\$350
Family	\$350	\$700	\$700
<u>Out of Network</u>			
Individual	\$500	\$1000	\$1,500
Family	\$800	\$1600	\$2,500

C. Maximum Out of Pocket

<u>In-Network</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Individual	\$750	\$1500	\$1500
Employee + 1	\$1500	\$3000	\$3000
Family	\$2250	\$4500	\$4500
<u>Out-of-Network</u>			
Individual	\$2000	\$4000	\$6000
Employee + 1	\$3000	\$5500	\$8000
Family	\$4000	\$7000	\$10,000

D. Dental Coverage

Employee Only	\$ 6.00
Employee + 1	\$ 9.00
Employee + 2 or >	\$ 18.00

E. Vision Coverage

Employee Only	\$ 6.90
Employee + 1	\$ 13.80
Employee + 2 or >	\$ 18.98

F. Employee Cost for Doctor Visits

Primary Care Physician	\$25
Specialist	\$35
Urgent Care (no change)	\$35
Emergency Room	\$100*

(*ER co-pay is waived if admitted to hospital)

DON'T COUNT TOWARD DEDUCTIBLE

G. Employee Cost for Prescriptions

Pharmacy	06	07 (until expiration)
*Tier I (Generic)	\$15	\$15
*Tier II (Brand)	\$25	\$35
*Tier III (Premium)	\$40	\$50

Mail-Order (90 day supply)	06 (until expiration)
*Tier I (Generic)	\$30
*Tier II (Brand)	\$50
*Tier III (Premium)	\$75

*Determined by Insurance Carrier.

Section 7. Opt Out Option for Medical Coverage. Eligible employees may opt out of coverage at their discretion at annual enrollment.

Section 8. Tuition Assistance. The Company shall provide up to \$7,000 annually for undergraduate studies; and up to \$9,000 annually for graduate studies, subject to the terms and conditions of the "Tuition Assistance Plan for Connectivity Solutions Manufacturing Represented Employees."

ARTICLE 21 – BARGAINING UNIT WORK

Section 1. Exclusive Rights. Work normally assigned to bargaining unit employees will not be performed by non-bargaining unit employees except when such action is necessary for temporary periods to afford instruction to employees, to maintain production when qualified bargaining unit employees are not available, or in emergency situations.

Section 2. Temporary Exception. This exception shall not apply when employees are on the recall list, absent mutual agreement with the Union. If the Company acquires temporary work (expected duration of three months or less) that cannot be completed during regular hours, the bargaining unit shall have the option of working overtime to perform the temporary work. If there are insufficient volunteers for the required overtime, the Company may hire temporary employees without posting 10% of the openings (as required by Article 9 –Movement of Personnel). Temporary employees may be discharged for any reason, will be paid the Tier II entry level wage, and shall have no other economic benefits under this Agreement.

If the temporary service extends beyond three months, absent mutual agreement with the Union, the temporary employees shall be offered Tier Two employment (and the Article 9 –10% posting rule applies), and shall be credited with seniority from the date they began temporary employment.

ARTICLE 22 – NEW HIRES/TIER TWO EMPLOYEES

Section 1. Rights of New Hires. Until probation is completed, new hires can be discharged for any reason and have no rights under the arbitration procedure of this Agreement.

Section 2. Probation. New hires shall be probationary for a period of six calendar months from their date of hire.

Section 3. Union Notification. The Union shall be notified of any new hire.

Section 4. Economic Terms. Notwithstanding other references in this contract that may conflict with this Section, the following economic terms shall apply to Tier Two employees:

Wages:	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV (MMT)</u>	<u>T&D/ Trades</u>
Start	\$11	\$14	\$17	\$17	\$18
Top Rate	\$14	\$17	\$19	\$20	\$22

Progression: \$0.50 every 6 months in March and September

401K: 2% of compensation with no employee contribution; 100% match for up to 4% of compensation thereafter.

Vacation: Capped at four weeks.

Termination Allowance: One week per year of service.

ARTICLE 23 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, there will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of production, boycott (primary or secondary), or any other form of economic pressure directed against the Company or any of its services on the part of the Union, its members, of any individual covered by this Agreement. The Company will not lock out any bargaining unit employee during the term of this Agreement.

ARTICLE 24 – SUBCONTRACTING

Section 1. General. The Company and the Union share a desire to retain work traditionally performed by bargaining unit employees. The parties also understand the Company's need to maintain flexibility in making business decisions involving subcontracting and the potential that such decisions may adversely affect the employment security of employees. In recognition of these mutual concerns the Union will be provided, in advance, pertinent information such as, but not limited to, the economics, skills necessary to perform the work, and the impact such subcontracting may have on the employment security of employees. In addition, the Union will be given an opportunity to discuss such matters. It is further agreed that any process cannot interfere with the Company's right to make timely subcontracting decisions.

Section 2. Subcommittee Information Sharing Guidelines. Sharing information on the Company's intention to subcontract should include the following:

- Economics
- Skills necessary to do the work
- Impact subcontracting may have upon employees
- Other pertinent information (e.g., time constraints, market opportunities, flexibility, other and viable alternatives).

Section 3. Subcontracting of Trades Work. The parties agree that trades work shall not be subcontracted unless:

- A. The tradesmen in the subcontracted trade are being offered the opportunity to work 8 hours of weekly overtime; or
- B. The trades employees do not have the skills and/or equipment to perform the subcontracting; or
- C. The subcontracting has been approved by the Joint Trades Committee

The Company shall deliver the subcontracting work order to the Joint Trades Committee prior to the actual subcontracting.

Repair work is considered trades work. Repair work is defined as work performed on equipment and facilities to return the equipment to functionality and/or replacement of functionality at the component level. It includes items such as unhooking and reattachment of equipment for safety and compliance reasons.

ARTICLE 25 – PRODUCTION PAY LEVELS AND DESCRIPTIONS

Section 1. Job Descriptions. The job descriptions for each production classifications shall be maintained by Labor Relations and the Union, and accessible upon request. The Parties agree to the following pay levels:

PRODUCTION SPECIALIST - LEVEL I

Legacy Job Title Code 6130-0

GPS Job Code 106130

Perform a variety of functions such as: Assembling, adjusting, cable cutting and coiling, cable forming, process checking, cleaning, compound mixing and pouring, connectorizing, inspecting, grinding and deburring, taking inventory, loading and unloading conveyances, operating machines, material handling and transporting, paint spraying, packing, repairing, selecting and storing, sorting and scraping, spooling, soldering, operating test sets, and wiring. Operate electric hand transporters and rider type industrial trucks. Operate CRT. Maintain records. Make simple/repetitive/readily attained start ups, adjustments, and changeovers to machines and equipment.

SENIOR PRODUCTION SPECIALIST - LEVEL II

Legacy Job-Title Code 6133-A,C & P

GPS Job Code 106133-A, C & P

Perform a variety of functions such as: Layout and assign Level I work to group of employees. Set up and maintain adjustments on machines and equipment such as automatic assembly multiple station and wiring machines, brakes, furnaces, hand screw machines, insulating and jacketing lines, lathes, milling machines, production molding presses, platers, powder spraying system, punch presses, shears, stranders, spot welding machines, arc and gas welding equipment, and wire draw machines. Operate high speed and horizontal twistors (includes making all gear changes and adjustments). Perform the following 80 type cabinet operations: Final assembly, wiring, and testing: final process check; final inspection; system test and troubleshoot. Maintain operation of central storerooms, Global Provisioning Center, docks, or tool cribs by resolving problems and discrepancies associated with ordering, receiving, shipping, storage, and usage of items. Perform chemical tests and maintain plating baths and wire drawing compounds. Perform a variety of tests on incoming raw material. Troubleshoot functional circuits on circuit boards to locate defects. Plan operational procedures for assembling first run small lot productions. Calculate and lay out dimensions on work piece or template. Plan operational procedures for inspecting first run small lot products. Drive automobiles and trucks on public streets and highways. May perform lower level work.

May require successful completion of new or updated training courses.

PRODUCTION TECHNICIAN - LEVEL III

Legacy Jo- Title Code 8144-A,C & P

GPS Job Title Code 108144 - A, C & P

Perform a -variety of functions such as: Layout and assign Level II work to group of employees. Devise methods and plan operational procedures for machine fabrication of first run small lot products. Write parts programs for CNC machines. Set up and maintain adjustment on machines such as Davenport and Brown & Sharp automatic screw machines, 1000 ton Clearing punch press, and injection molding presses in miscellaneous molding shop. Drive tractor trailer on public streets and highways. May perform lower level work.

May require successful completion of new or updated training courses.

INJECTION MOLDING TRAINEE

Legacy Job Title Code No. 6582

GPS Job Code 106582

Responsibility Requirements:

Complete approximately 30 months of training on setting up, monitoring, adjusting, analyzing, investigating and maintaining molding presses;

Attend classes outside of their work schedule and successfully pass four gate exams;

Assist Master Molding Technicians in their everyday functions.

Prerequisite:

Entry into the Injection Molding Trainee Program requires successfully completing a validated written exam.

MASTER MOLDING TECHNICIAN

Legacy Job Title Code No. 6486

GPS Job Code 106486

Perform a variety of very complex functions to set up, adjust, analyze, investigate and maintain the operations of the injection molding presses and auxiliary equipment.

Assist toolmakers in removing and replacing H-frame die set inserts. Assist toolmaker in the removal of caps in runnerless molds while mold is in the press.

Assign work to employees and plan changeover of molding press setups based on schedule requirements and availability of molds and machines. Instruct any employee in job duties and procedures, safe operating practices, and methods of overcoming job difficulties. Supply operators with necessary tools, gauges, and other materials.

Utilize process monitoring equipment (Dartnet) to optimize machine operating parameters, troubleshoot problems, and improve the overall process.

Perform transporting and material handling functions.

Maintain records associated with the job. Post data to standard forms. Maintain equipment and work area in a clean and orderly condition.

Collaborate with engineering and trades personnel to resolve difficulties and prove in new machines, dies, and compounds.

Prerequisite:

Successfully complete the 30-month Injection Molding Trainee Program.

Section 2. Changes and Additions to Job Descriptions. The Company may add, modify or delete job descriptions, provided the Union is notified in advance of such action. If a new job is

created, the Company shall provide the Union with at least 14 days advance notice of the Level to which the new job will be assigned.

Section 3. Changes to Pay Levels. In the event a job is changed from one pay Level to another the pay treatment shall be as follows.

- (a) When the revision is downward, one of the following shall occur:
 - (i) retain the job assignment because of the needs of the business, at the Company's discretion, with no reduction in-rate of pay.
 - (ii) excess with no reduction in rate of pay to another job assignment for which the employee is qualified (if applicable) within the employee's present Level.
 - (iii) If an employee prefers to voluntarily downgrade and remain in place rather than be excessed, the employee will be downgraded (as provided in Article 9).
- (b) When the revision is upward, retroactive adjustments shall be for the period the employees were on such job assignment or the period during which it was incorrectly assigned, whichever is less.
- (c) In no event shall any retroactive adjustment be granted for more than fifty-two (52) weeks.

ARTICLE 26 – DURATION

This Agreement shall become effective at 12:01 a.m., on June 1, 2006, and continue in effect until 11:59 p.m. on December 31, 2008.

The parties have executed this Agreement on the day and year first above written.

LETTER OF AGREEMENT FORMER ARTICLE 15 - EXCUSED WORK DAYS

The parties agree the following language remains binding and contractually effective until December 31, 2006, at which time this language becomes null and void. In the first 12 payroll periods following December 31, 2006, all Tier 1 employees shall receive 1/12 of \$1500, less applicable payroll deductions, or \$1500 in a lump sum, at the employee's discretion.

1. Employees shall be eligible for four (4) Excused Work Days with pay and one (1) Excused Work Day without pay annually.
2. If an employee agrees to work on any paid Excused Work Day and, in the event the COMPANY determines that such day cannot be rescheduled, such employee shall be paid as follows:
 - (a) An employee who works on any paid Excused Work Day shall be paid in lieu of his or her Excused Work Day in accordance with the provisions of Paragraph 3 and shall in addition be paid for all hours worked on such day in the same manner as a regularly scheduled work day.

- (b) Time worked by an employee on an Excused Work Day shall be considered time worked for all purposes.
3. An employee who is absent with pay on a non-designated Excused Work Day shall be permitted to reschedule such day.
 4. Non-designated Excused Work Days may be scheduled in two hour increments.
 5. In the event that it is necessary for an employee to be absent for a death in his or her immediate family, as provided in Article 16, Pay Treatment For Absences, on a day the employee had previously scheduled as a paid Excused Work Day, such day shall be rescheduled, provided however, that the combined number of Excused Work Days and Vacation days which may be rescheduled in accordance with this Article and Article 13, Vacations shall not exceed the number of days determined by the Company to be a reasonable absence under Article 16 Paragraph 2(c).
 6. An employee who cannot take a non-designated Excused Work Day because of reasons beyond his or her control may reschedule such Excused Work Day into the following year, provided that any Excused Work Day so rescheduled shall be completed prior to June 1.
 - (a) The provisions of Paragraph 9 also may be applied in the event of a death in an employee's immediate family occurring in December.
 - (b) Except as provided in Paragraph 7, an Excused Work Day shall not be rescheduled into the following year.
 7. Under no circumstances shall an employee be paid an allowance in lieu of any Excused Work Days not taken prior to termination of employment.

LETTER OF AGREEMENT REGARDING PAY FOR UNION OFFICERS

This will confirm our understanding that the Local Union President and Vice President will be paid by the Company for 40 hours per week, between June 1, 2006 and December 31, 2007 collective bargaining agreement. As of January 1, 2008, the Company will only pay for the Local Union President at the rate of 40 hours per week.

LETTER OF AGREEMENT REGARDING RETIREE HEALTH INSURANCE

This will confirm our understanding that the following terms shall apply to retiree health insurance costs:

Section 1. Monthly Premiums

A. Before Medicaid Eligible Medical/Dental Insurance

Employee Only	\$ 92.50
Employee + 1 or more	\$154.16

B. After Medicaid Medical/Dental Insurance. Medicare assumes primary provider status. Employees who elect Medicare Part B coverage will assume the cost, and the duty to enroll. CSMI will pay a lump sum annually to each employee who elects this coverage in the amount of 50% of the cost of the lowest market rate available for this coverage.

Section 2. Annual Deductible

In-Network

Individual	\$200
Family	\$450

Out of Network

Individual/Family	\$700
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Section 3. Maximum Out of Pocket

In-Network

Individual	\$800
Family	\$1,500

Out-of-Network

Individual/Family	\$1,500
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Section 4. Doctor Visits

Primary Care Physician	\$25
Specialist	\$35
Urgent Care (no change)	\$35
* Emergency Room	\$100

*ER co-pay is waived if admitted to hospital)

Section 5. Prescriptions

Pharmacy

*Tier I (Generic)	\$8
*Tier II (Brand)	\$20
*Tier III (Premium)	\$50

Mail-Order (90 day supply)

\$16
\$40
\$50

*Determined by Insurance Carrier

Section 6. Annual Cap Levels. The parties agree to the following cap levels, all of which shall be waived during the contract period:

	<u>Single (<65)</u>	<u>Two Party (<65)</u>
Premium Cap Levels	\$6,435	\$13,239

LETTER OF AGREEMENT REGARDING CUSTOMER COMMITMENT BONUS

The parties agree that the existing customer commitment bonus shall not be changed unless the parties first negotiate the changes.

LETTER OF AGREEMENT REGARDING NEED TO UPDATE BENEFIT PLANS AND SUMMARY PLAN DESCRIPTIONS

The parties agree to change the following benefit plans and summary plan descriptions to include the following changes:

Special Supplemental Monthly Pension Benefit	Move to Pension SPD
Special Supplementary Wage Treatment	Move to Pension SPD
Special Supplementary Night Work Bonus	Change SPD to reflect multiplier increase from .001 to .002
Pension Band Increases	Move to Pension Plan; Specify which bands apply to 1974 (RSM action item)
CS Manufacturing Inc. Pension Plan	Move to Pension SPD
Service Bridging Rules	Move to Pension SPD
Pension Asset Transfer	Move to Pension SPD
Special Social Security Supplement	Move to Pension SPD
Medical and Dental Benefits	Move terms of coverage to SPD. Coverage types are described in Article 20.
Group Life Insurance	Increase benefit to 1.5 annual earnings. Move terms to SPD
Postretirement Medical and Dental Benefits	Move to The Post Retirement Medical Plan SPD
CS Manufacturing Inc. Savings Plan	Move terms to 401k SPD, including 66 2/3% for every dollar match up to 6%; and 25% max savings
Employee Assistance Program (EAP)	Move to Medical SPD
Layoff Service Bridge	Covered in Article 9 under recall language. Move pension language to SPD
Additional Long Term Disability	Add option to purchase up to 10% of base pay through pre-tax payroll deductions