

**UAW – ZELEDYNE LLC
COLLECTIVE BARGAINING AGREEMENT
NASHVILLE PLANT/CARLITE WAREHOUSE AND TULSA PLANT**

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PREAMBLE

General Principles And Operating Philosophies

Of primary concern to the parties is the safety and employment security of our employees, the quality of our products, the value to our customers, and the ability to manufacture at fully competitive cost. To this end the Union and Management are fully committed to a safe competitive environment that will use basic manufacturing principles, innovative work schedules, a simplified mission, and minimal cost structure to achieve maximum utilization of people, assets and processes to meet our aligned objectives of job security, profitability, and customer satisfaction.

To reach and sustain peak performance and efficiency, the relationship between the Company and the employees and the Union must be non-adversarial. Everyone has a right to be treated with dignity and respect. Mutual trust and understanding between all employees at all levels are key ingredients as part of a successful organization.

Operating Effectiveness and Continuous Improvement

The parties recognize that true job security and the Company's ability to be competitive are contingent upon the effective utilization of people and assets supported by robust processes; optimum operational flexibility; the commitment, and active involvement, of all employees; and the stability of the workforce.

1. Operating Effectiveness

In order to achieve maximum flexibility, competitiveness and productivity, Production and Skilled Trades employees will be expected to expand the traditional scopes of their jobs to include the performance of any tasks for which they are qualified and can perform safely, while maintaining the basic integrity of their job function. Therefore production employees in addition to production tasks will be expected to perform product quality checks, minor maintenance, parts handling and stock/material handling, housekeeping and to maintain a clean organized work area. Skilled Trades employees will perform maintenance and preventative maintenance tasks and may as circumstances require be called upon to perform incidental non skilled tasks, which are required for the timely and efficient performance of their assigned maintenance tasks.

2. Continuous Improvement

Employees will be expected to seek continuous improvement in operating effectiveness and in meeting or exceeding competitive levels in quality, cost, operating practices and industry bench mark staffing levels.

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In addition the parties will work towards the development of new tools and technology, the development of employees through training, and to encourage free flow of information and the exchange of ideas.

3. Continuous Improvement Steering Committee

The parties agree to establish, at each plant, a Continuous Improvement Steering Committee comprised of an equal number of Union and Management representatives appointed by the Union and Management respectively. The focus of this committee will be the development of a continuous improvement program. Topics to be discussed during the development of this program include, but are not limited to, problem solving work groups, new product launch, and operating effectiveness. Procedures, including the frequency of meetings, will be determined locally.

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AGREEMENT

Between

ZELEDYNE LLC

And

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

This Agreement is made and entered into _____ by and between Zeledyne LLC, its Nashville Plant, Carlite Warehouse and Tulsa Plant herein referred to as the "Company" or "Zeledyne" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 737 and Local 1895, herein referred to as the "Union."

**ARTICLE 1
SCOPE OF AGREEMENT**

Section 1 - Recognition

The Company hereby recognizes the Union as the exclusive representative of the employees in the bargaining unit defined in Section 2 below for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment. It is expressly understood that this act of recognition is not intended to imply, nor is any third person to infer, any rights or obligations which would attach to either of the parties hereto arising from such acts except as specifically provided in the Article.

Section 2 - Bargaining Unit

The Company recognizes the Union as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment and other conditions of employment for hourly employees in the Bargaining Unit, excluding office clerical employees, supervisors and guards as defined in the Act.

**ARTICLE 2
CHECKOFF**

Section 1 - Local Dues Deduction

The Company shall deduct dues and any applicable initiation fee from each employee's payroll check. These dues and / or fees shall be remitted to the Financial Secretary – Treasurer of the Local Union by the twentieth (20th) of each month, provided the Company has on file an authorization card signed by the individual employees.

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In the event an employee's wages during the first payroll period in any month for which dues / fees are owed are insufficient to cover the deductions, or the authorization is received after the pay period in which dues / fees would be deducted but prior to the twentieth (20th) of the month, the Company will deduct the amounts owing from wages earned during one of the subsequent pay periods ending in the same month.

The Company will furnish to the Local Union Financial Secretary – Treasurer of the respective Unit, a monthly record of those from whom deductions have been made, together with the amount of such deductions. Such lists shall also include employee identification numbers and will show employees laid off and recalled during the month, as well as those going on leave of absence and those returning from leave of absence.

Section 2 - Voluntary V-CAP Deduction

During the life of the Agreement the Company agrees to deduct from the pay of each employee voluntary contributions to the UAW V-CAP, provided that each employee properly executes or has properly executed the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided however, that the Company will continue to deduct the voluntary contributions to the UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions UAW V-CAP" form. A properly executed copy of this form must be submitted to the Company before any such deductions are made.

Deductions shall be made, pursuant to the forms received by the Company, from the employees' first Union dues period in the first month following the receipt of Checkoff authorization card and shall continue until Checkoff authorization is revoked in writing. The Company agrees to remit said deductions by the twentieth (20th) of each month to UAW V-CAP in care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Company further agrees to furnish UAW V-CAP and the Local Union with the names and addresses of those employees for whom deductions have been made, and the amount deducted for each employee. The information shall be furnished along with each remittance.

If the Company inadvertently fails to make such deduction, it will, upon written notification by the Union or the employee and at the first reasonable opportunity thereafter, make such deductions from the employee's wages, and remit the same to the Financial Secretary – Treasurer of the Local Union.

The Union shall indemnify and save the Company harmless against any and all claims, demands, or other forms of liability that may arise out of, or by reason of, action taken by the Company in compliance with the provisions of this Section, in reliance upon the deductions authorization which have been furnished to it.

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Section 3 - New Hires

In the process of hiring new employees, the Company will present to each new employee the opportunity to sign the Union application for membership, Checkoff authorization and V-CAP deduction. The Union will be provided adequate time for orientation of new hires.

**ARTICLE 3
REPRESENTATION –NASHVILLE AND TULSA PLANTS**

Section 1 - Chairperson

There shall be one (1) full-time representative designated by the Union and compensated by the Company who will be the Chairperson. The Chairperson will be compensated at the employee’s regular straight time hourly classification rate for up to eight (8) hours per day Monday – Friday. At the request of the Chairperson, the Company may approve up to eight (8) hours per day on weekends as required. The Chairperson also may request the Company approve full time representatives described in Section 2 below be scheduled to work up to (8) hours per day on weekends on the representative’s shift as required. In the event such full time representative(s) is/are not available to work the weekend overtime, a designated alternate (see Section 3 below) shall be scheduled to work up to (8) hours per day on weekends as a replacement for the full time representative with notification to the Company. The Chairperson shall be afforded access to all shifts as necessary and shall notify the Company as to his/her schedule. In the absence of the Chairperson, he/she shall notify the Company immediately of the Union’s designated alternate Chairperson.

The Company recognizes the privilege of the Chairperson of the Unit Committee to leave the plant in the course of the performance of his/her functions as such, but he/she shall notify the designated Company Representative when leaving and returning to the plant during scheduled working hours.

At the end of a Chairperson’s tenure, he/she will be returned to his/her former classification, department and shift, seniority permitting.

Section 2 - Other Representation

- a. The Union shall designate one (1) full time Committeeperson on each shift for a total of three (3) full time representatives in addition to the Chairperson. Such representative will be compensated by the Company at the employee’s regular straight time hourly classification rate for up to (8) hours per day Monday-Friday.
- b. The Union Representative working on a shift will not be reduced as long as there are any members working on the shift to which he/she is assigned.
- c. Full time Committeepersons shall have super-seniority for their term of office in the event of shift preferences, department reduction, or layoff, as long as there is work for which they are qualified.

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Section 3 - Alternates

The Union will designate alternates for all Union Representatives. These alternates will function in the absence of the regular Union Representatives and shall be afforded the same privileges as the regular Union Representatives (excluding layoff, recall and shift preference).

Section 4 - Notification

The Union shall notify the Company in writing with the names of each Union Representative and alternate.

Section 5 - International Representatives

The Company agrees to allow the UAW International Representatives access to the Company's premises to conduct necessary business. The Union agrees to notify the Company in advance of the scheduled visit and agrees that such visit shall not disrupt the normal operation of the facility.

**ARTICLE 4
STATEMENT OF RIGHTS AND RESPONSIBILITIES**

Section 1 - Management Rights

The Company retains the sole right to manage its business including, but not limited to, the right to determine the labor requirements to hire, direct, assign, recall, transfer and promote, to make and revise shift schedules, determine starting and quitting times and hours of work, to determine the number and classification of employees to be utilized, to determine job requirements and job content, determine the skills, abilities and qualifications of employees, to reprimand, demote, suspend and discharge only for just cause, maintain efficiency of operations and to make and enforce reasonable shop rules not inconsistent with the provisions of this Agreement.

Further, the control of its properties and the maintenance of order on its premises are retained by and is solely the responsibility of the Company. The parties agree that the Company reserves to itself exclusively and solely all the rights pertaining to plans and decisions on all matters involving the regulation and the quality of work, the work to be performed, the products to be manufactured and services rendered, the extent of operations, the schedule, the methods, means and processes of work, the work to be contracted in or out, or purchased on a permanent or temporary basis, the selection, procurement and control of raw materials, semi-manufactured or finished parts which may be incorporated into products manufactured, the selection, procurement and control of all machinery, tools and equipment, the revision of existing methods, facilities, technologies, and introduction of new or improved method and facilities.

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The above rights of Management are not all-inclusive but indicate the type of matter or rights which belong to and are inherent to Management, except as expressly and specifically abridged, delegated, granted, or modified by the Agreement.

Section 2 – Union Rights and Responsibilities

The Union has exclusive responsibilities for representing its membership regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this Agreement. The Union accepts the responsibility to promote the common objectives and to cooperate with the Company in reinforcing on a fair and equitable basis, customary and acceptable standards of personal conduct; positive attendance habits and negotiated procedures; to promote constant improvements in quality and productivity; and to cooperate with the Company.

**ARTICLE 5
NO STRIKE / NO LOCKOUT**

Section 1 - No Strike

The Union agrees that it will not engage in, initiate, authorize, sanction, ratify, or support any strike, slowdown, stay-in or any other curtailment or restrictions of production or interference of the work in or about the Company's plants or premises during the life of the Agreement.

The International Union, its Local Union 737 and Local Union 1895 and the Officers thereof shall have no liability for any such acts unless it does engage in, initiate, authorize, sanction, ratify or support them. Any employee engaging in strike, slowdown, stay-in or other curtailment or restriction of production or interference with the work in or about the Company's plants or premises during the life of this Agreement or anyone who intimidates, threatens or induces another employee to take part in any such act shall be subject to disciplinary action by the Company, which can be, but not limited to, discharge.

In the event of a violation of this Section, the Union agrees that it will use its best efforts to immediately disavow the action and to direct employees to return to work and to perform their jobs.

Section 2 - No Lockout

In consideration of the foregoing, the Company agrees not to cause or permit a lockout of its employees during the term of this Agreement.

**ARTICLE 6
GRIEVANCE PROCEDURE**

Section 1 – Consensus Problem Resolution

The Union and Company agree to support the Business with a commitment to joint problem solving. Every attempt will be made to resolve disagreements by using consensus problem

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solving prior to entering the Grievance Procedure. Any represented employee may involve his/her designated Union Representative in consensus problem solving. Issues resolved by Supervisors or by the Union during consensus problem solving will be non precedent setting. This is intended to encourage problem resolution between supervisors and employees so that they work effectively together.

Section 2 – Definition

The word grievance as used in this Agreement means a complaint filed by a seniority employee against the Company alleging failure of the Company to comply with some provision of the Agreement not excluded from this Grievance Procedure.

A grievance, to be recognized, must be brought to Management's attention within five (5) working days of its occurrence.

Section 3 – Procedure

If a grievance should arise between the Union and the Company, or between any employee or group of employees and the Company, an earnest effort shall be made to promptly settle such grievance in the following manner, recognizing that the parties are committed to keep the grievance procedure free of unmeritorious grievances:

Step 1 - An employee believing he/she has cause for grievance may, at his/her option, discuss with his/her Supervisor or he/she may take it up with his/her Designated Union Representative and/or Supervisor. In situations where the involvement of a designated Union Representative is requested, he/she will be notified in a timely manner. The supervisor shall give his/her answer within three (3) working days.

Step 2 - If no satisfactory settlement is arrived at in Step 1, the grievance shall then be reduced to writing on a form provided by the Company and agreed to by the Union. The designated Union Representative will have the right to investigate the dispute and, if desired, a meeting will be promptly arranged (within five (5) working days) between the designated Union Representative and the Supervisor of the area involved. The aggrieved employee may be present if desired by either party. If still unsettled, the Supervisor will give the Company's written position within five (5) working days of the meeting.

Step 3 - If no satisfactory settlement has been reached through Step 2, and further appeal is desired by the Union, a meeting shall be scheduled with the Plant Human Resources Manager. The Union may be represented in this meeting by the designated Union Representative, with the International Representative. If a solution acceptable to the Union is not worked out, the Company Representative will then give the Company's final position to the Union in writing. This reply will be made within five (5) working days of the meeting.

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Step 4 – In the event the Company’s decision at the conclusion of Step 3 is not satisfactory to the Union, the same may be appealed to arbitration as provided in Section 4 below.

Section 4 – Arbitration

In the event the grievance is not satisfactorily adjusted in Step 3 of the Grievance Procedure, the Union may cause the grievance to be submitted to arbitration, provided the grievance involves the interpretation, meaning or application of the Agreement or the discipline or discharge of a seniority employee. Such arbitration must be demanded by notice in writing given within fifteen (15) working days after receipt of the Company’s decision in Step 3 of the Grievance Procedure. The impartial Arbitrator shall be a person jointly selected by the parties and shall continue to serve only so long as he/she continues to be acceptable to both parties. If at any time either party desires to terminate the services of the Arbitrator, it shall give notice in writing to that effect, specifying the date of termination and sending one copy to the Arbitrator and one (1) copy to the other party.

a. The decision of the Arbitrator shall be binding upon the Company, the Union, and the aggrieved employee or employees. The Arbitrator shall have no power to add or to subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto, or to substitute his/her discretion by this Agreement or by any Supplementary Agreements. It is agreed that any differences arising incident to the negotiation of the terms of a new agreement or the modification of this Agreement are not subject to this Article, the sole purpose of which is to make grievances arising out of and during the term of the Agreement subject to arbitration. The Arbitrator will be requested to render a decision in writing within thirty (30) working days.

b. The Company and Union shall bear their own expenses with respect to the preparation and presentation to the Arbitrator, but the cost or expense of the Arbitrator and the hearing room shall be borne equally by the Company and Union.

Section 5 - Effect of Missed Time Limits

Unless the decision as rendered in Step 1 or 2 is appealed within five (5) working days by the Union requesting a meeting at the next step, the Company position shall be deemed to be acceptable, and shall be final and binding. If a decision has not been rendered by the Company within five (5) working days, the grievance shall be moved to the next step of the procedure. The time limits set out in this article may be extended by written agreement of the parties.

Section 6 - Grievance Becomes Property of Union

After the aggrieved employee has signed the grievance, the grievance shall become the property of the Union and the representatives of the Company shall not contact the

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aggrieved employee relative to the grievance except in the presence of a Union Representative.

Section 7 - Back Pay

The Company shall not be obliged to pay back wages for more than two (2) working days beyond the verified date of the oral discussion in Step 1 of the grievance procedure, unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he/she, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing provided, however, that:

- 1) In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay, if the verified date of the initial request for oral discussion is within five (5) working days after receipt of such pay.
- 2) In the case of a grievance protesting disciplinary action filed in accordance with the time limits specified in this Article, the two (2) working day limitation on the Company liability referred to above shall not be applicable.

No decision of an Arbitrator or of the Company in any one case shall require a retroactive wage adjustment in any other case.

For the purpose of this Article the phrase "working days" shall not include regular scheduled days of rest for the employees on necessary continuous seven (7) day operations.

Back pay awards shall be paid within two (2) weeks of the date that the grievance is closed.

Section 8 – Reinstitution of Grievances

The Company and the Union recognize that the mutually satisfactory resolution of employee complaints in the grievance procedure, by authorized Company and Union officials, results in a final and binding determination for both parties as well as the employee involved. The parties' recognition of this principle has contributed to stability and certainty to the grievance procedure. Accordingly, the Company views any attempt to reinstitute such claims by either party as being antithetical to the purposes for which the grievance procedure was established.

However, notwithstanding the finality of Arbitrator awards, in those instances where the UAW's International Executive Board, Public Review Board, or Constitutional Convention Appeals Committee have reviewed a grievance disposition and found that such disposition was improperly concluded by the union body or representative involved, the Regional Director of the UAW may so inform the Labor Relations Director of the Company

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and request in writing that such grievance be reinstated in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such request, the grievance will be reinstated by the Company.

It is understood by the parties, however, that the Company will not be liable for any back pay claims from the time of original disposition to the time of reinstatement of the grievance, and it is further agreed that the reinstatement of any such grievance shall be conditioned upon agreement by the Union and the employee(s) that neither will pursue such back pay claim against the company.

This Section 8 is not to be construed as modifying in any other way either party's rights or obligations pursuant to the Collective Bargaining Agreement or the final and binding nature of any other grievance resolutions. It is also understood by the parties that the Company's obligation to reinstate grievances consistent with the conditions set forth above and upon written request from the Union, can be terminated by either party upon thirty (30) days' notice in writing, to that effect.

ARTICLE 7 SENIORITY

Section 1 - Shop Wide Seniority from Date of Hire

Seniority shall be established on a plant-wide basis with each employee's seniority determined as of his/her last day of hire. In the event that employees have the same seniority date, the employee who has the highest number in the last four (4) digits of the social security number shall have the highest seniority.

Section 2 - Previous Employees

Employees who were employed by either Ford Motor Company (Ford) or Visteon Corporation (Visteon) at the Glass Plants at Nashville, TN or Tulsa, OK, or Carlite Warehouse at Lebanon, TN on 1-31-2008 and who are hired by Zeledyne Corporation by 2-1-2008 shall be placed in seniority order based on the seniority date they had with Ford or Visteon as of 1-31-2008 (For further clarification see Letter of Understanding-Transition Leveling Seniority Application.) The employee's plant seniority date shall be the date hired as an employee of Zeledyne.

Section 3 - Probationary Period

All new employees who are not covered in Section 2 and those hired after a break in the continuity of service shall be probationary employees and shall establish seniority after the first ninety (90) days of continuous employment. For the purposes of this Section, periods during which the employee was laid off, or on leave of absence for any reason, or employed on an excluded classification, shall not be considered as periods of employment except as provided for a military leave of absence. If such employees are retained after their probationary period, they shall become eligible for seniority rights from the date of the new hiring or rehiring provided for in the Collective Bargaining Agreement. During that

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probationary period, the company may discharge such employees without being subject to the grievance procedure.

Section 4 - Loss of Seniority

Seniority shall be lost for the following reasons:

- a. If the employee voluntarily quits;
- b. If the employee is discharged and is not subsequently reinstated;
- c. If the employee is absent without notice for five (5) consecutive days and has no evidence of being incapable of providing such notice.
- d. If an employee on layoff fails to report to work within five (5) days after his/her recall from layoff notification by certified letter, has been received by the employee or his/her agent. (It is the employee's responsibility to see that a current address is on file with designated local management);
- e. If continuously on layoff for thirty-six (36) months for those with one (1) year or more seniority; or twelve (12) months for those with less than one (1) year seniority;
- f. If on a medical leave of absence for eighteen (18) months or a period equal to the employee's seniority, whichever is greater; as set out in Article 11, Section 3.
- g. If an employee fails to report for work upon the expiration of his/her leave of absence without a satisfactory excuse.

Section 5 – Seniority List

The Company shall provide a complete seniority roster upon request by the Union.

Section 6 – Layoff and Recall

- a. When the layoff is for thirty (30) days or less, the least seniority employee in the classification, department, and shift on the operation affected will be laid off. Recalls will be in reverse order.
- b. When the layoff is longer than thirty (30) days, the employee with the least seniority within the classification and department will exercise the seniority within the classification throughout the float or fab operations; if the employee does not have sufficient seniority to displace an employee in the same classification the employee may displace the lowest seniority employee within the next lowest classification. If the employee cannot displace such employee, the employee will bump the next lowest classification in the float or fab. If unable to bump such employee, the employee will be laid off. As specified in Article 7, Section 8(d) of this Agreement, there will be no bumping between the float and the fab operations, except as described in such Article.

Employees who are to be displaced in a reduction in force other than a temporary layoff shall receive a three (3) day written advance notice. In addition the Company

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shall prepare the list of employees affected by the layoff and have prior discussion of such list with the appropriate Union representation where time permits.

When a recall is required, the above procedure will be followed in reverse order.

Section 7 - Inverse Seniority

The parties may elect to enter into an agreement applying the concept of inverse seniority where (1) the layoff is for a definite time and limited duration and (2) all probationary employees have been laid off from the group(s) impacted by the layoff.

Section 8 - Job Posting

a. Procedure

Jobs will be posted for five (5) calendar days. Once a posted job is removed from the bulletin boards, an employee cannot add or delete his/her name from the posting. To be eligible to bid on a posted job, the following is necessary:

The bidder:

- Must be a full-time employee.
- Must have not been selected for a posted job in the last twelve (12) months (unless the opening is an upgrade in classification).
- Must have not been disqualified, except for medical disqualifications, from any job for which the employee successfully bid within the last twelve (12) months.
- Must meet the qualifications set out in the posting.
- Must be in a different department or different classification in the same department than the posting.

All employees bidding on a job opening will be considered on the basis of his/her previous work experience and discipline record including discipline for attendance. Where the aforementioned criteria are not significantly different, the seniority qualified employee will be awarded the opening.

b. Job Disqualification

Should selected employees prove incapable of performing the job, within a maximum thirty (30) calendar day period, the next qualified employee who has applied and meets the above criteria, shall be offered the opportunity to fill the vacancy. If there are no other available employees eligible to be placed in the opening, the Company will repost the job.

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Employees who are disqualified or vacate the job within the above referenced thirty (30) day period will be permitted to return to their previous job if available. If the previous job is not available, then the employee will be assigned to available work. Employees who vacate the subject position after thirty (30) days or do not accept a position to which they posted will be ineligible to post for twelve (12) months.

c. Secondary Openings

It is understood that an opening created when an employee moves from one classification to another of equal or lower rate will not require a job posting. A business case will be presented by the Company to the Union Representative prior to the vacancy being filled.

d. Job Changes

Non-skilled employees will not bump from Float to Fabrication or Fabrication to Float for purposes of shift preference or reductions in force. Employees may post for a promotional opportunity to a higher paying classification. Notwithstanding the above, where a reduction in force exceeds thirty (30) consecutive days, seniority will be leveled between Float and Fabrication in a manner consistent with the need to maintain efficient, effective operations as specified in Article 7, Section 6, Layoff and Recall.

Section 9 - Preferential Shift Bump

Employees shall be entitled to preferential shift bumping within their job classification and department, on the basis of plant-wide seniority as provided in this Article. Interested employees may make written application for such bump during the first week of April, and first week of October, of a given year, and shift preference adjustments will be made at the beginning of the first pay period following May 1st and November 1st.

The displaced employee will be the least senior employee within the classification, department, and shift. The bumped employee would then be eligible to utilize his/her plant wide seniority to select a shift within his/her classification and department. The employees involved will not have recall rights to the jobs held prior to the bump.

No employee shall be entitled to a transfer from one shift to another pursuant to this Section more than one time in any period of six (6) months and upon transfer to the shift as requested, must remain on that shift for six (6) months before they may exercise shift preferences again.

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**ARTICLE 8
HOURS OF WORK AND OVERTIME**

Section 1 - No Guarantee

This Article shall not be interpreted as a guarantee of pay or hours of work per day or per week.

Section 2 - Workweek

The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning on Monday (11:00 PM Sunday for #1 shift employees) at the regularly scheduled starting time of the shift to which the employee is assigned and ending one hundred and sixty-eight (168) hours thereafter.

Section 3 - Workday

An employee's workday shall be the twenty-four (24) hour period beginning at the regularly scheduled starting time of the shift to which he/she is assigned and ending twenty-four (24) hours thereafter.

Section 4 - Overtime Premium

An employee shall be paid time and one half (1.5) the employee's regular straight time hourly rate for hours compensated in excess of forty (40) in the employee's regular work week. An employee who works on a Sunday, or in the case of a Seven Day Operator the employee's second regularly scheduled day off, shall be paid double time (2.0) the employee's regular straight time hourly rate for hours compensated in excess of forty (40).

Section 5 - Holiday Premium

An employee shall receive double time (2.0) the employee's regular straight time hourly rate for hours worked on any Holiday specified in this Agreement. Employees must meet the following eligibility rules to receive holiday pay:

- (1) The employee must have seniority as of the date of the holiday.
- (2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- (3) The employee must have worked the last scheduled working day prior to, and the next scheduled working day after unless excused in advance by management.
- (4) An employee accepting a holiday work assignment and then failing to report for and perform such work, without reasonable cause acceptable to management, shall not receive pay for such holiday.

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Section 6 – Pyramiding

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Article.

Section 7 - Shift Premium

A shift premium of thirty cents (\$0.30) per hour shall be paid to employees working on the #1 (midnight) shift and twenty cents (\$0.20) to employees working on the #3 (afternoon) shift.

Section 8 - Relief Time

Employees shall be allowed two (2) fifteen (15) minute relief periods during each eight hour shift. Employees who are scheduled to work and who work a twelve (12) hour shift will receive an additional fifteen (15) minute relief period.

Section 9 - Lunch Periods

Employees scheduled for an eight and one-half (8 ½) hour shift shall receive a thirty (30) minute unpaid lunch period.

Employees scheduled for an eight (8) hour shift shall receive a twenty (20) minute paid lunch period.

Section 10 – Overtime

When overtime is required, the following shall apply.

- a. Where management schedules an entire shift, department or Operation on overtime all employees in that shift or department or Operation will be required to work.
- b. When the overtime schedule requires less than the entire shift, department or Operation the employees in the classification, department, Operation and shift where the overtime is required will be assigned to do the work as follows.
 - Employees will be permitted to sign an Overtime Sign-Up List. The List will be available in the production area office.
 - Employees will be grouped on the department list by classification in seniority order.
 - Management will select and notify qualified employees from the list in order from highest seniority to lowest; selection will continue in that order until the list is complete, at which point the procedure will repeat.

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- The Supervisor and employee will initial the list for each acceptance or non-acceptance (bypass) of overtime opportunity.
- If sufficient employees are not available from the list, the next qualified employee in line within the classification, shift and department will be assigned on a mandatory basis.
- When an employee is added to the list, he/she will be placed in accordance with his/her seniority and solicitation will continue in the current order.
- Exclusive of approved leaves of absence and vacation, an employee who refuses two (2) accepted overtime opportunities in any calendar month will immediately be removed from the list and not permitted to re-sign for the balance of that calendar month and the next calendar month.
- For the administration of overtime, opportunities will be considered to be of four (4) hours duration or more.

c. Overtime hours in excess of four hours during the regular work week or 12 hours on the weekend (including RDOs in the case of Seven Day Operators) will be voluntary unless dictated by operational requirements in response to an emergency situation within the plant.

d. Detailed processes, procedures and guidelines, necessary to effectuate the efficient implementation of this Article, will be mutually developed and agreed upon by the Company and the Union on a local basis. Such locally developed language cannot contravene, contradict or override the express meaning and intent of the language contained herein.

ARTICLE 9 PAID TIME OFF

Section 1 - Holidays

Unless otherwise provided herein, employees who meet all of the eligibility rules below will be paid eight (8) hours pay at their regular straight time hourly rate including shift premium for but excluding any other premium for:

New Years Day
 Martin Luther King Day
 Good Friday
 Easter Monday
 Memorial Day
 Independence Day
 Labor Day

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Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Years Eve Day

a. Eligibility

In order to be eligible for holiday pay:

1. The employee must have seniority as of the date of the holiday.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, except that employees working on a seven day operations schedule will be paid, if otherwise eligible, for a holiday which falls on one of his/her regularly scheduled days off.
3. The employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday within the employee's scheduled work week unless excused in advance by Management.

b. Sunday Holiday

When any of the above enumerated holidays fall on a Sunday and the day following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday.

c. Saturday Holiday

When a Holiday falls on a Saturday, eligible employees shall receive holiday pay provided they have worked the last scheduled work day within the week in which the holiday falls.

d. Employee on Lay Off or Leave of Absence

Seniority employees who have been laid off or go on an approved leave of absence during the workweek in which the holiday falls shall receive pay for such holiday.

e. Employee on Vacation

When one of the above holidays falls within an eligible employee's approved vacation period, and he/she is absent from work during his regularly scheduled work week because of such vacation, he/she shall be paid for such holiday but may elect not to utilize a day of vacation for such holiday.

f. Failure to Perform Holiday Work Assignment

Employees who are scheduled to work on a holiday and fail to report for work on such a holiday, without reasonable cause acceptable to management shall not receive holiday pay.

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Section 2 - Jury Duty Pay

A seniority employee who is summoned for and reports for Jury Duty, shall be paid the difference between his/her daily jury duty pay and the hours up to eight (8) per day that he/she otherwise would have worked. Payment shall be at their regular straight time hourly rate excluding shift and overtime premiums. Compensation received for transportation or expenses will not be considered as part of compensation received from the court. In order to receive payment under this provision, an employee must give the Company prior notice that he/she has been summoned and must present proof that jury duty was performed for each day of work that was missed. Payment under this Section shall be as required. A #1 shift (midnight) employee will be excused from work on either the shift immediately preceding the jury service or the shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.

Section 3 - Bereavement Pay

Employees absent from scheduled work will be entitled to pay for up to five (5) days at their straight time hourly rate up to eight (8) hours per day for absence resulting from matters directly relating to the death of a member or members of the immediate family. Immediate family is defined as current spouse, parents and children. Three (3) days will be allowed for sister, brother, brother-in-law, sister-in-law, grandparent, grandchild, current stepsister, stepbrother, step children and step parents of the employee and mother and father of current spouse. The days of bereavement (3/5) must include, immediately precede, or immediately follow the day of the funeral or memorial service. The Company will require proof of death before making payment.

Section 4 - Short-Term Military Duty Pay

An employee with one (1) or more years of seniority who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (i) the employee's regular straight-time hourly rate on the last day worked, including shift premium, but excluding overtime and any other premiums, for the number of hours up to eight (8) that the employee otherwise would have been scheduled to work and (ii) the employee's daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of military duty under this Section is limited to a maximum of fifteen (15) scheduled working days in a calendar year.

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Section 5 - Vacation

a. General

An employee's vacation entitlement will be determined on January 1 of each year based on length of service accumulated with the Company by December 31 of the previous year.

b. Entitlement

<u>Years of Service</u>	<u>Vacation Entitlement</u>
1 but less than 10	80 hours
10 but less than 20	120 hours
20 or more years	160 hours

An employee with less than one (1) year of service on December 31 will be eligible for a vacation entitlement equal to eight (8) hours for each month of service up to a maximum of forty (40) hours.

c. Vacation Pay

Vacation shall be computed at the employee's regular straight time hourly rate including shift premium, but excluding overtime and any other premiums, on the date the vacation begins. Management will authorize employees to utilize vacation eligibility in increments of eight (8) hours a day up to forty (40) hours annually.

d. Vacation Scheduling

The following procedure will apply to vacation scheduling:

- 1) In December of each calendar year employees may make application for vacation time off, indicating first, second and third choices.
- 2) Management will discuss with local Union Representatives no later than February 1 Management's decision that (i) employees will be given time off the job through a normal vacation scheduling program consistent with the need for maintaining efficient operations or (ii) a plant vacation shutdown will be scheduled during prime time. If a plant vacation shutdown is scheduled employees will be given a choice of receiving vacation pay or being put on temporary layoff.
- 3) In the event Management selects the option of a plant vacation shutdown, the Union will be advised no later than May 1 as to the specific shutdown period and which employees have been selected to work during the shutdown period. Employees not scheduled to work during the vacation shutdown period will be provided the option to utilize earned vacation or elect a temporary layoff. Employees selected to work during such shutdown will be given vacation time off the job through a normal vacation scheduling program during periods other than the shutdown period.

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e. Unused Vacation Pay In Lieu

In those situations where an employee has not utilized his/her full vacation entitlement during a calendar year, he/she will be paid the balance of any unused vacation no later than the third pay period following the January 1 eligibility date.

**ARTICLE 10
CLASSIFICATIONS/RATES OF PAY**

Section 1 - Classifications & Rates of Pay:

<u>Float – Nashville & Tulsa</u>	<u>Maximum Starting Rate (Effective 2-1-2008)</u>	<u>Maximum Rate (Effective 2-1-2010)</u>
Furnace Technician	19.00	19.57
Production Associate-Float	15.00	15.45
Production Support-Float	14.50	14.94
<u>Fabrication</u>		
Cutting Line Technician	17.50	18.03
Production Specialist	15.50	15.97
Production Associate-Fabrication	15.00	15.45
Production Support-Fabrication	14.50	14.94
<u>Skilled Trades</u>		
Electrical	25.00	25.75
Mechanical	24.00	24.72
<u>Carlite Warehouse</u>		
<u>Non-Skilled</u>		
Warehouse Associate	15.00	15.45
Warehouse Support	14.50	14.94
<u>Skilled</u>		
Warehouse Mechanical	24.00	24.72

Section 2 - Former Ford and Visteon Hourly Rate Employees

Employees who are Ford or Visteon hourly rate employees working for ACH Glass Operations on 1-31-2008 and who are hired by Zeledyne on 2-1-2008 will start at the maximum starting rate for their classification.

Effective on 2-1-2009 the above employees on the Company's rolls as of that date will receive a lump sum payment equal to three percent (3%) of their straight time hourly base earnings from 2-1-2008 through 1-31-2009.

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Effective on 2-1-2010 the above employees on the Company rolls as of that date will receive a General Wage Increase (GWI) of three percent (3%).

Section 3 - New Hire Rates:

The starting rate shall apply to all new hires. Non-skilled employees will receive an increase in accordance with the table below. These increases will be paid at fifty-two (52) weeks commencing fifty-two (52) weeks from the date of hire, until their maximum rate is reached, not to exceed one hundred fifty-six (156) weeks following date of hire. Non-skilled new hires will not be eligible for the three percent (3%) lump sum payment in 2009 and the three percent (3%) GWI in 2010.

<u>Float</u>	<u>Starting Rate</u>	<u>52 wks</u>	<u>104 wks</u>	<u>156 wks</u> Maximum Rate
Production Associate	11.50	12.50	13.50	15.45
Production Support	11.00	12.00	13.00	14.94
<u>Fabrication</u>				
Production Specialist	12.00	13.00	14.00	15.97
Production Associate	11.50	12.50	13.50	15.45
Production Support	11.00	12.00	13.00	14.94
<u>Skilled</u>				
Electrical	25.00			25.75
Mechanical	24.00			24.72

Carlite Warehouse Operations

	<u>Starting Rate</u>	<u>52 wks</u>	<u>104 wks</u>	<u>156 wks</u>
Warehouse Associate	11.50	12.50	13.50	15.45
Warehouse Support	11.00	12.00	13.00	14.94
<u>Skilled</u>				
Warehouse Mechanical	24.00			24.72

Section 4 – Skilled New Hire Rates:

Effective 2-1-2009 new hire skilled employees on the Company’s rolls as of that date will receive a lump sum payment equal to three percent (3%) of their straight time hourly base earnings from 2-1-2008 through 1-31-2009.

Effective on 2-1-2010 new hire skilled employees on the Company rolls as of that date will receive a General Wage Increase (GWI) of three percent (3%).

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**ARTICLE 11
LEAVES OF ABSENCE**

Section 1 -Union Leave

The Company shall grant an unpaid leave of absence for a period of up to one (1) year, with the privilege of yearly renewals, to any employee elected or selected to a Local or International Union Office or Representational status. His/her seniority shall accumulate during such leave, and he/she shall be reinstated to his/her job or a similar job that he/she can perform, at the current rate of pay at the time of his/her re-employment.

Section 2 -Personal Leave

A seniority employee shall be eligible for an unpaid personal leave of absence for justifiable reasons not connected with business ventures or employment outside the Company. Subject to production requirements, Management may approve a personal leave of absence for a period of up to ninety (90) days. In the absence of extenuating circumstances, Management will strive for equal application in considering such requests. Such leave may be extended by mutual agreement to a maximum leave of twelve (12) months.

Section 3 - Sick Leave with Seniority

Employees shall continue to accrue seniority while on approved medical leaves of absence except as noted hereafter.

An employee who is unable to work because of injury or illness will be granted a conditional leave of absence for up to thirty (30) days subject to proper medical documentation that the employee is totally incapacitated from work and cannot be reasonably accommodated. Such leaves will be renewable for up to eighteen (18) months or the period of time equal to the employee's seniority at the time the leave began whichever is greater, subject to proper medical documentation as required by the Company. In the event an employee fails to provide such documentation in a timely manner, the Company may terminate the conditional medical leave of absence with a resulting loss of seniority in accordance with Article 7.

Section 4 -Termination of Seniority

The Company retains the right to require employees on such conditional leave of absence to submit to a physical examination by its designated physician. In the event an employee disagrees with the determination of the Company's designated physician concerning a Medical Leave of Absence, or reinstatement from Medical Leave of Absence, the employee shall have the right to obtain an opinion from his/her own personal physicians at his/her own expense and present it to the Company physician.

If the Company physician and the employee's personal physician do not agree, the Union may request a resolution by an independent third party medical specialist. Such

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medical specialist shall be selected jointly by the designated Company physician and the employee's personal physician. In reaching his/her decision the selected physician may make a medical examination of the employee or may base his/her decision on the opinions of the Company physician and/or the employee's personal physician. The decision of the selected physician shall be final and binding upon the parties and the expense and fees of that physician shall be borne by the Company.

Section 5 -Veterans Leave-Armed Forces

An employee leaving the Company for active duty in the Armed Forces of the United States as an inductee, enlistee, or reservist, will be granted a military leave of absence without pay for the period of such service, but not to exceed the period of first enlistment unless such period is involuntarily extended. The employee will have re-employment rights provided he/she applies within ninety (90) days of his/her release from active duty, in compliance with Federal and State Laws.

Section 6 -Educational Leave of Absence

An employee with seniority of one (1) or more years who desires to further his/her education may make application for a Leave of Absence for that purpose providing the educational program will improve his/her present job skills or will help him/her prepare for promotion. When production schedules permit, and at the Company's discretion, an educational leave may be granted/extended. One continuous leave may be granted for a period not to exceed twelve (12) months. The employee shall accumulate seniority during such leave.

Section 7 – Family Medical Leave Act (FMLA)

The Company shall comply with the provisions of the Family Medical Leave Act (FMLA). An employee needing information shall contact the Human Resources Department. Employees will not be required to utilize their annual vacation entitlement for FMLA leave.

Section 8 - Public Office Leave of Absence

A seniority employee elected or selected for a full-time public office which takes him/her from his/her employment with the Company shall, upon prior written request, receive a leave of absence for the term of such office. His/her seniority shall accumulate throughout the period of his/her leave of absence.

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**ARTICLE 12
EQUAL OPPORTUNITY**

Section 1 - Equal Application of the Agreement

The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, national origin, age, sex, sexual orientation, union activity, religion or against any employee with disabilities.

**ARTICLE 13
BARGAINING UNIT WORK**

Section 1

The parties agree that non-bargaining unit employees should give full attention to their primary responsibility – mainly to manage the operations of the business. Accordingly, it is not the intent of the Company to utilize salaried employees or other non-bargaining unit employees to perform bargaining unit work.

Section 2

Supervisors, salaried employees and/or other employees who are not members of the bargaining unit may perform bargaining unit work when required by business needs, in the reasonable judgment of the parties. Examples of business needs include:

- Instruction or training of bargaining unit employees.
- Improving processes and/or the functioning of equipment with the assistance of a bargaining unit employee(s).
- Experimental projects during model changes with the assistance of a bargaining unit employee(s).
- Equipment breakdowns or other unforeseen interruptions of production; provided, however, that action in this regard is not intended to displace a bargaining unit employee.
- Emergencies.

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**ARTICLE 14
SUBCONTRACTING**

It is recognized that in order for the Company to maintain its ability to respond to the market, changing customer demands, design changes, maintain optimal product mix and to remain cost competitive, the Company may find it necessary to subcontract work. The parties recognize it is preferable to have bargaining unit employees perform production and maintenance work at the plant where the work in question is an integral part of the plant's manufacturing processes and can be efficiently performed by Company employees. Certain work, however, may not be integral to the manufacturing process or may be obtained at lesser cost from outside vendors. In considering subcontracting, the Company will consider the scope of the work, time frame in which to perform such work, skill requirements and efficient utilization of existing employees, the duration of the project, necessary equipment and overall cost. Subject to the provisions of this Article, the Company has the right to subcontract with outside vendors, and will consider Union Contractors, to perform such tasks. The Company agrees that it will not subcontract bargaining unit work, except in emergency situations, without first discussing the matter with the Union. In such discussions, the Company will give the Union an opportunity to propose viable alternatives to the planned subcontracting, provided that such discussions will not result in a delay in implementing the Company's subcontracting plans. The mechanism for conducting these discussions will be determined at each facility.

**ARTICLE 15
HEALTH AND SAFETY**

Section 1 - Promotion of Health and Safety

The Company shall maintain the plants and plant equipment to Engineering Design Standards to adequately safeguard the health and safety of all employees. The Company agrees to cooperate with the Union and all community, State and Federal Agencies interested in promoting safe, healthful working conditions and to strive constantly to prevent accidents and occupational diseases.

Both parties recognize the need to provide a safe workplace and acknowledge employees must share in responsibility for their own safety as well as the safety of others working around them. The Company shall provide job specific safety training for its employees and safety training for designated Union Representatives. In addition, the Company will train a minimum of four (4) employees per shift as first responders, and provide the necessary equipment. A joint committee will be established with two (2) Union and two (2) Company Representatives. This Committee will meet at least once a week on Company time. The scope of the Committee will be limited to Health and Safety and will not waive the rights of employees to the grievance procedure.

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Section 2 -Protective Equipment

The Company shall provide protective equipment as required to be worn by Company rules and will make provisions for the health and safety of its employees. Coveralls will be provided if they are required as personal protective equipment (PPE).

All employees shall wear safety glasses with side shields. The Company agrees to furnish, without charge to the employee, safety glasses.

The Company agrees to replace, without charge to all employees, all safety prescription ground eyeglasses which are broken or damaged while the employee is at work and not the result of carelessness or horseplay. The Company agrees to furnish without charge safety prescription ground glasses to all employees every other year unless the prescription changes. The Company will secure glasses from whatever provider it selects. Authorization must be received from the HR Department.

Section 3 - Medical Supplies

The Company shall keep adequate first aid supplies on hand at all times.

Section 4 - Pay for Balance of Shift When Injured

Employees who are injured at work and sent home because of such injury shall be paid for the balance of the shift on which the injury occurred.

Section 5 - Training and Education

The Company will pay all expenses as it relates to Company mandated Health and Safety training and education.

**ARTICLE 16
SUPPLEMENTAL EMPLOYEES**

Section 1 - Non-Skilled Employees

The parties recognize that non-skilled supplemental employees may be used to provide vacation replacements and meet customer needs of a known duration. Supplemental Employees will not acquire seniority under the terms of this Agreement for the first ninety (90) days of employment, except that vacation replacements hired for the period of May 1 through September 30 will not acquire seniority for the first one hundred and twenty (120) days of employment. Supplemental employees who are hired for regular employment opportunities during or at the completion of their supplemental assignment will have their most recent supplemental hire date used to determine seniority. Supplemental employees will be entitled to Union representation, subject to the check-off provisions of this Agreement and receive the pay rate specified for their classification. Supplemental employees will not be utilized if regular employees are on layoff.

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Section 2 – Number of Supplemental Employees

It is understood that the number of supplemental employees will not at any time exceed ten percent (10%) of the total non-skilled workforce. This limitation shall not apply to vacation replacements.

**ARTICLE 17
GENERAL**

Section 1 - Contract Booklets

The Company will pay all costs for printing new contracts for all employees covered under this agreement and will supply the grievance forms. The contracts shall bear both the Company and UAW logos and be printed by a union printer and bear the union bug.

Section 2 - Bulletin Boards

In order to facilitate communications to the membership, the Company shall provide glass enclosed bulletin board(s) with a lock, for the posting of Union related business at the plant(s). Bulletin boards will be located at employee entrances. Exact locations will be determined by each local unit.

Section 3 - Direct Deposit

The Company will deposit employee’s paychecks to the financial institution assigned by the employee. Employees must provide to the Company the appropriate banking information as requested on a Company form.

Section 4 - Union Office Space

The Company will provide the Union with existing office space and equipment in order for the Union to be able to perform its duties.

Section 5 - Union Administration Provisions

Union Leave

The Company may grant an unpaid leave of absence for a period up to one (1) year, to any employee elected or selected to a Local, Regional or International Union Office. His/her seniority shall accumulate during such leave, and he/she shall be reinstated to his/her job classification, at the current rate of pay at the time of his/her re-employment.

Union Business

It is understood that instances may arise requiring absence of Union Representatives from the facility. Upon appropriate advance notification to and approval from the Company,

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Union Representatives will be excused without pay for a pre-determined time period. It is further understood that absences of this nature will not be backfilled in a representational capacity.

Section 6 – Tuition Reimbursement

The Company will provide up to Two Thousand (\$2,000.00) dollars per year for tuition reimbursement.

Section 7 - Skilled Trades

Skilled trades employees that accept employment with Zeledyne will utilize their date of entry with Ford /Visteon into their specific trades to determine their seniority order in their respective Group/Department on their date of hire with Zeledyne (For further clarification see Letter of Understanding – Transition Leveling Seniority Application). The skilled trades plant seniority date shall be the date of hire by Zeledyne.

**ARTICLE 18
SUCCESSOR CLAUSE**

The Company agrees that in the event of any sale, conveyance, transfer or assignment of any or all of the operations covered by this Agreement, a condition of such sale, conveyance, transfer or assignment will be the hiring of operationally required UAW-represented hourly employees, recognition of the Union and assumption of the obligations under this Agreement. This Article shall not apply to any closing of the business or the liquidation of assets.

**ARTICLE 19
SEVERABILITY**

In the event that any provision of this Agreement conflicts with a federal or state statute, now in or hereinafter enacted, such invalidated provision shall not invalidate the remaining portions of the Agreement and all remaining provisions shall remain in full force and effect. The provision or provisions which are invalidated under the preceding sentence shall be renegotiated by the Company and the Union and such renegotiation shall, in no way, affect the parties' contractual obligations in this Agreement nor shall it, in any way, alter the term of this Agreement.

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**ARTICLE 20
BENEFITS**

Section 1 - Medical Plan

Eligibility: -- First of the fourth (4th) month following date of hire for new hires
 -- Immediate for former Ford and Visteon Hourly Rate employees working in ACH Glass Operations on 1-31-2008 and who are hired by Zeledyne on 2-1-2008.

Plan Type:	PPO	
Deductibles	In-Network	\$500 / \$1,000
	Out-of-Network	\$2,000 / \$4,000
Co-Insurance	In-Network	80% / 20%*
	Out-of-Network	60% / 40%*
Out-of-Pocket Maximums	In-Network	\$1,250 / \$2,500
	Out-of-Network	\$3,000 / \$6,000
Office Visits, Allergy Tests & Injections	In-Network	Covered – 3 Step**
	Out-of-Network	60% after deductible

* Mental Health Care, Substance Abuse Treatment & Private Duty Nursing at 50%

**Approved amount applied to deductible; after deductible is satisfied, paid at 80% (in-network) or 60% (out-of-network); when deductible and co-insurance equal out-of-pocket maximum, then paid at 100% of the allowed amount for the remainder of the plan year.

Section 2 - Prescription Drug Plan

Eligibility: Same as Medical Plan in Section 1 above

Retail: Co-Pay Generic	In-Network	\$15.00
	Out-of-Network	\$15.00 plus 25% of BCBSM approved amount
Retail: Co-Pay Brand	In-Network	\$30.00
	Out-of-Network	\$30.00 plus 25% of BCBSM approved amount
Mail Order: Co-Pay Generic	90 Day Supply	\$30.00
Mail Order: Co-Pay Brand	90 Day Supply	\$60.00

Section 3 - Dental Plan

Eligibility: Same as Medical Plan in Section 1 above

Deductible: None

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Co-Insurance:

- 100% - diagnostic/preventive
- 70% - restorative and oral surgery
- 50% - Prosthetics and orthodontics

Annual Maximum per Individual: \$1,300

Lifetime Orthodontic Maximum: \$1,400 per eligible dependent to age 19

Section 4 - Medical, Drug and Dental Plan Premium Sharing

2008	The Company will pay 90% of the total monthly premium. The employee will pay 10% of the total monthly premium.	Employee Only = \$9.16 per week Employee + 1 = \$20.62 per week Employee + Family = \$24.74 per week
2009	The Company will pay 89% of the total monthly premium. The employee will pay 11% of the total monthly premium.	TBD*
2010	The Company will pay 88% of the total monthly premium. The employee will pay 12% of the total monthly premium.	TBD*
The employee premium will be paid weekly and deducted from wages in pre-tax dollars subject to Section 125 of the Internal Revenue Code. If wages are not sufficient to pay contributions, the employee will be billed on a post-tax basis.		

* To be determined annually based on prior year's plan experience and healthcare inflation rate

Note: The above medical, drug and dental plan descriptions provide summary information only. They do not fully describe the benefit coverage. Additional details are available in the plan documents.

Section 5 - Short-Term Disability

Eligibility: First of the seventh (7th) month following date of hire

Amount / Duration: Weekly payments of \$300.00 Non-skilled and \$400.00 Skilled up to thirteen (13) weeks

Benefits Payable: 1st Day if due to Accident
8th Day if due to Illness or Pregnancy

Section 6 - Life Insurance and Accidental Death & Dismemberment (AD&D)

Eligibility: First of the month following date of hire

Amount: One (1) times annual base pay

Section 7 - 401(k) Plan

Eligibility: First of the thirteenth (13th) month following date of hire
Company Match: \$0.50 for each \$1.00 up to five percent (5%) of the employee's weekly base pay

Note: Additional details are available in the plan document.

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**ARTICLE 21
COMPLETE AGREEMENT**

During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, including the areas covered by best practice, and that each party did make certain proposals to and demands upon the other and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and this Agreement expresses the complete understanding of the parties on the subject of wages, hours of work, and other conditions of employment; and the parties are not bound by any other conditions or practices contrary to the provisions of this Agreement.

**ARTICLE 22
DURATION OF AGREEMENT**

Section 1 - Effective Date of Agreement

This Agreement shall become effective on 2-1-2008 and upon receipt by the Company from the Union of written notice that this Agreement is approved by the Union.

Section 2 - Expiration Date

This Agreement shall continue in full force and effect until 11:59 P.M. on 01-31-2011.

Section 3 - Notice to Modify

This Agreement shall continue in effect for successive yearly periods after 01-31-2011 unless notice is given in writing by either the Union or the Company to the other party at least sixty (60) days prior to 01-31-2011 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate, on 01-31-2011, or the subsequent anniversary date, as the case may be.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ZELEDYNE LLC

INTERNATIONAL UNION,
UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURE, IMPLEMENT
WORKERS OF AMERICA. UAW
LOCAL 737 and LOCAL1895; REGION 8
and REGION 5

Robert Price
Chairman, Zeledyne

Bob King
Vice President & Director
UAW, National Ford Department & IPS

Shaun Starbuck
CFO, Zeledyne

Gary Casteel
Director, Region 8, UAW

John Hancock
Legal Counsel

Jim Wells
Director, Region 5, UAW

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1/10/08

CB
1/10/08

January 10, 2008

Mr. Thomas (Butch) Stokes
Chairman
UAW, Local 737

Mr. Fred Dorrell
President & Chairman
UAW, Local 1895

Subject: Preferential Hiring – Zeledyne Manufacturing Locations

During negotiations of the collective bargaining agreement between the UAW and Zeledyne the parties agreed to the following:

- UAW-represented hourly employees presently employed at the Nashville Plant, Carlite Warehouse or the Tulsa Plant will be given first right of hire by their Ford seniority or Visteon hiring whichever is applicable
- UAW – represented hourly employees who were formerly employed at the Nashville Plant, Carlite Warehouse Operation or the Tulsa Plant in 2007, and who apply for hire at one of those locations will be placed on a preferential hiring list.
- A UAW – represented hourly rate employee employed by either Ford Motor Company or Visteon Corporation at the Nashville plant, Carlite Warehouse Operation or Tulsa Plant on 1-31-2008 and who is hired by Zeledyne on 2-1-2008, and who previously worked at the Nashville Plant, Carlite Warehouse Operation or Tulsa Plant as applicable, and who wishes to return to the employee's former location for unusual personal reasons shall be placed on a preferential hiring list at the Zeledyne plant to which the employee wishes to return.

The parties further agreed that the plant seniority date for employees preferentially hired shall be the date of hire at the hiring Zeledyne location.

Very truly yours,

Robert Price
Chairman
Zeledyne

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January 10, 2008

Mr. Thomas (Butch) Stokes
Chairman
UAW, Local 737

Mr. Fred Dorrell
President & Chairman
UAW, Local 1895

Subject: Skilled Trades Consolidation of Classifications

The parties agree that within the first eighteen (18) to twenty-four (24) months after the ratification of this Agreement that Skilled Trades classifications will be consolidated into two (2) classifications: Electrical and Mechanical. No later than twelve (12) months after ratification, the parties will meet and discuss progress toward this objective.

This consolidation, which results in two (2) Classifications, shall be effectuated in accordance with the following process:

The Electrical Classification shall include Electricians and Instrument Repair trade persons.

The Mechanical Classification shall initially (effective date of this Agreement) include all other Skilled Trades classifications divided into three (3) Departments, for the purpose of efficiently accomplishing training and for assigning work until consolidation is complete, as follows:

- Department 1- Millwright; Sheetmetal; Welder General; Industrial Lift Truck Repair; Carpenter; Bricklayer
- Department 2- Machine Repair; Toolmaker; and Tooling Inspector
- Department 3- Power Services; Pipefitter; and Refrigeration Repair

The consolidation of all classifications into Electrical and Mechanical will be completed within eighteen (18) to twenty-four (24) months from the effective date of this Agreement at which time the departments in the Mechanical classification will be consolidated into one.

All current Apprentices will be allowed to earn their Journeyman card through classroom training and/or defined on the job experience while employed by Glass Products.

It is the intent of the company to provide the necessary training, whether classroom, on the job experience and/or other means, to develop the skills required to perform the duties of all previous classifications within the foregoing temporary departments.

The Company agrees to form a committee comprised of management and Union designated skilled tradespersons in order to oversee progress made toward achieving the training goals and consolidation objectives as described above.

Overtime will be administered by classification and department utilizing the skill sets of the respective trades based on the task assigned, until the consolidation is complete.

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After the consolidation of all tradespersons is complete, overtime will be administered by Classification.

Very truly yours,

Robert Price
Chairman
Zeledyne

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January 10, 2008

Mr. Thomas (Butch) Stokes
Chairman
UAW, Local 737

Mr. Fred Dorrell
President & Chairman
UAW, Local 1895

Subject: Operational Hours and Employee Work Patterns

During these negotiations the parties discussed hours of work and various operating patterns that could be employed in Zeledyne. In the course of these discussions the Company reiterated, and the Union acknowledged, that the determination of starting and quitting times, hours of operation, operating patterns, and employee work schedules are the sole right of the Company.

The Company advised the Union that no changes from present (pre-sale) schedules, absent a significant increase or decrease in production requirements, will be made until the Company has had the opportunity to determine the best schedule for each operation based on cost, efficiency of operations, competitive practices and employee needs. In addition, the Company advised that any contemplated changes will be discussed with the Union prior to the Company making its final determination.

It is understood that none of the above in any way modifies any of the premium pay provisions of this Agreement.

It is further understood and acknowledged that nothing in the foregoing states or implies that Management in any way relinquishes, abridges or modifies its sole right to determine starting and quitting times, hours of operation, operating patterns and employee work schedules.

Very truly yours,

Robert Price
Chairman
Zeledyne

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January 10, 2008

Mr. Thomas (Butch) Stokes
Chairman
UAW, Local 737

Mr. Fred Dorrell
President & Chairman
UAW, Local 1895

Subject: Loss of Seniority for Employees on Medical Leave of Absence

During these negotiations the parties discussed the loss of seniority for employees on medical leave of absence.

Notwithstanding the provisions of Article 7 Section 4(f), for the first twenty-four (24) months of the term of this Agreement, an employee who goes on a medical leave of absence will not lose seniority unless such leave exceeds twenty-four (24) months.

Very truly yours,

Robert Price
Chairman
Zeledyne

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1-10-08
JPD
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January 10, 2008

Mr. Gary Casteel
Director, Region 8, UAW
151 Maddox-Simpson Parkway
Lebanon, Tennessee

Mr. Jim Wells
Director, Region 5, UAW
721 Dunn Road
Hazelwood, Missouri 63042

Subject: Transition Leveling Seniority Application

During the course of these negotiations, the parties spent considerable time discussing the added complexity of establishing an equitable transition leveling seniority arrangement for all Ford Motor Company (Ford) and Visteon Corporation (Visteon) UAW represented hourly employees being hired by Zeledyne. As a result, for either Ford or Visteon employees that are hired by Zeledyne and were employed/ on roll as UAW represented hourly employees of Ford or Visteon at the Nashville Plant, Carlite Warehouse or Tulsa Plant, as applicable, immediately prior to the effective date of the transfer from Ford to Zeledyne, the parties have agreed to the following:

Skilled Trades Personnel

Those skilled employees, who are on roll as described in Paragraph One above, will utilize their most recent Ford or Visteon skilled trades date of entry in their previous trade for purposes of determining seniority application within their respective Group/Department for operational aspects of the Collective Bargaining Agreement. Should an additional seniority tie breaker be required the highest last four of an employee's social security number will be considered the most senior employee.

Non-Trade Personnel

Those non-trade employees who are on roll as described in Paragraph One above, will utilize the employee's most recent Ford or Visteon service date within the employee's respective Group/Department for purposes of determining seniority application for operational aspects of the Collective Bargaining Agreement. Should an additional seniority tie breaker be required the highest last four of an employee's social security number will be considered the most senior employee.

Very truly yours,

Robert Price
Chairman
Zeledyne

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January 10, 2008

Mr. Bob King
Vice President & Director
UAW, National Ford Department & IPS
UAW Solidarity House
8000 East Jefferson Avenue
Detroit, MI 48214

Dear Bob,

Subject: Performance Reward System

During these negotiations, the parties affirmed their mutual desire for Zeledyne to become a world class manufacturer of automotive and architectural glass. The parties recognize that in order to become a "best-in-class" supplier and sustain itself in a worldwide market, it must aggressively establish and meet or exceed safety, quality, productivity, delivery, cost and profitability metrics.

This letter is to confirm that the Company will meet with the UAW for the purpose of developing a Flexible Compensation Plan to be jointly implemented at the Zeledyne Nashville, Carlite Warehouse and Tulsa facilities.

The Flexible Compensation Plan may be in the form of a gain sharing plan or profit sharing plan or a combination of the two. The Plan will be developed by mutual agreement and will be implemented by the second year of the Labor Agreement.

The Company and Union agree that development of the Plan is paramount to establishing an environment at the Zeledyne Nashville, Carlite Warehouse and Tulsa facilities that fosters continuous improvement and best manufacturing practices while providing a vehicle that will allow the employees to share in the gains and profits of the Company.

In addition, the Company and Union agree that development of the Plan may require the use of outside consultants. If outside consultants are used the cost of the consultants will be borne by the Company.

Very truly yours,

Robert Price
Chairman
Zeledyne

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January 10, 2008

Mr. Bob King
Vice President & Director
UAW, National Ford Department & IPS
UAW Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Bob,

Subject: Nashville and Tulsa Plant Viability Commitment

During the negotiations related to the Zeledyne Nashville and Tulsa facilities, we discussed the importance of keeping manufacturing jobs in Oklahoma, Tennessee and in the United States. We also discussed the viability of the Zeledyne Nashville and Tulsa facilities and Zeledyne's commitment to provide jobs for our employees within the communities in which they live and work at industry-competitive pay and benefit levels.

We agreed, in order for Zeledyne and its UAW-represented workforce to be successful in achieving our mutual goal of American jobs for American workers, it is imperative that Zeledyne, working with Union leadership and its salaried and hourly workforces, be fully competitive in the manufacture of automotive and architectural glass. The parties committed to work together proactively to provide the Nashville and Tulsa plants the ability to compete successfully for new OEM and architectural glass customers necessary to sustain and grow the business over the longer term.

Zeledyne, for its part, commits to invest \$100 million in Zeledyne's glass facilities. These investments include but are not limited to furnace rebuild as well as facility and transformation items to support cultural and other changes to strengthen Zeledyne's competitive future. Furthermore, Zeledyne commits to maintain each plant as a viable ongoing facility until at least December 31, 2015.

Zeledyne further commits that, in the event of a future sale of plant operations to another Buyer, conditions of such sale will include: recognition of the UAW, hiring of Zeledyne's UAW-represented workers and assumption of the obligations under the UAW-Zeledyne Collective Bargaining Agreement as a successor employer.

Our collective futures are inextricably linked to the extent to which Zeledyne, UAW leadership at all levels, our UAW-represented hourly workers and salaried employees fashion a true partnership dedicated to making Zeledyne a world class producer of automotive and architectural glass products at best-in-class quality, productivity and cost. By doing so, and only in that way, will Zeledyne be able to provide real, long-term job and income security for our employees and your members.

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I look forward to continued dialogue between our two organizations and the successful completion of negotiations and ratification of the first UAW-Zeedyne Collective Bargaining Agreement.

Very truly yours,

Robert Price
Chairman
Zeedyne

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1/10/08

January 10, 2008

Mr. Bob King
Vice President & Director
UAW, National Ford Department & IPS
UAW Solidarity House
8000 East Jefferson Avenue
Detroit, MI 48214

Dear Bob,

Subject: Employee Utilization during Furnace Rebuilds

This letter will serve as our understanding reached during these negotiations on the utilization of UAW-represented Zeledyne hourly employees during furnace rebuilds at Tulsa and Nashville.

It is the intent of Zeledyne to utilize this opportunity to provide skill enhancement/training classes for UAW-represented Zeledyne hourly employees. UAW-represented Zeledyne hourly employees regularly assigned to Furnace Operations would attend such classes first and back-fill for other UAW-represented Zeledyne hourly employees when such employees are scheduled to attend skill enhancement training. It is further understood and agreed that UAW-represented Zeledyne hourly employees normally assigned to Furnace Operations will assist/perform other tasks which they may be capable of performing safely as may be required during the furnace rebuilds.

As a last resort, after all reasonable means to utilize UAW-represented Zeledyne hourly employees have been exhausted, the Company may offer voluntary inverse seniority layoffs in accordance with Article 7, Section 7 of the Collective Bargaining Agreement (CBA). In the event an insufficient number of employees volunteer for an inverse seniority layoff the Company, at its discretion, may layoff such employees in accordance with Article 7, Section 6 of the CBA.

The Company and Union would discuss such layoffs prior to implementation.

Robert Price
Chairman
Zeledyne

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