

ARTICLE H IV
UNION-COMPANY RELATIONS

Section 1 - Union Stewards and ~~Committeemen~~ **Committeepersons**

(A) Number of Stewards and ~~Committeemen~~ **Committeepersons**:

- (1) As designated by the Union there shall be a **Steward** in ~~the~~ every departments of ~~the~~ **Plant**, on every shift, **where there are at least ten (10) employees. Departments with eighty-five (85) or more employees may also have a Committeeperson** for every eighty-five (85) employees, as depicted in the chart below:

Number of Employees	Number of Stewards	Number of Committeepersons
0-9	0	0
10-84	1	0
85-169	1	1
170-254	1	2
255-339	1	3
340-424	1	4
425 or more	1	5

~~or major fraction there of, and a Steward for each department provided, however, that a department consisting of less than eighty five (85) employees may be represented only by a Steward.~~ Each Steward or ~~Committeemen~~ **Committeeperson** shall be an employee other than a Lead, regularly assigned to work in the same department and on the same shift ~~as of the employees that the Steward or Committeeperson he~~ represents.

- (2) **Employees may participate in Steward and/or Committeeperson elections on Company property during working hours, on an annual basis. Such voting shall be done in a manner that shall not interfere with Company operations. The voting shall be conducted under the rules and regulations agreed to between the parties. The Union shall provide written notice to the Labor Relations Office of the names of certified Stewards or Committeepersons, including additions and removals as they occur. The Company shall recognize only those Stewards or Committeepersons who the Union has provided written notification to the Company regarding their status. Changes in status are effective on the next work day following written notification to the Company.**
- (3) In unusual circumstances, particularly as may be presented in departments covering more than one location, the required number and location of Union Stewards and ~~Committeemen~~ **Committeepersons** may be adjusted by agreement between the parties. ~~At a time mutually agreed upon, the Company shall permit all employees who are Union members to vote on Company property and during working hours once each year for Stewards and once each year for Committeemen.~~ **Additionally, w**When the merger of

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departments or the addition of a department or a shift makes necessary the election of a ~~Union Steward and/or Committeemen~~ **Committeeperson**, such election may be held on Company property, during working hours and without interference to the Company's operations. The voting shall be conducted under rules and regulations agreed to between the Company and the Union. ~~The Union will provide electronic notification (e-mail or fax) to Labor Relations upon selection of Shop Steward(s) and/or Committeemen.~~

- (4) In the event there are more ~~Union Committeemen~~ **Committeepersons** in a group or department than are provided for in this Section, the Company shall furnish to the Union a list of all ~~Committeemen~~ **Committeepersons** in the locations where the surplus exists. The Union shall promptly designate the ~~Committeemen~~ **Committeepersons** who are to remain in the capacity, ~~provided, however, that if the Company has not received written notification of such designation from the Union within six (6) calendar days after subsequent to the Company's notification,;~~ **If the Union does not designate which Committeeperson(s) to retain, the Committeemen Committeepersons, in the locations where the surplus exists, who have the most seniority Committeeperson(s) in the location where the surplus exists ; shall automatically shall retain their status as Committeemen Committeeperson and the remaining Committeemen Committeeperson(s) shall lose their status as Committeemen.**

(B) Time Off From Work:

While the Company and Union recognize the need for Union time, we also recognize the need to assure Company work is accomplished in accordance with operational requirements.

- ~~(1) A Steward will be permitted to take the necessary time off from work without loss of pay for discussion with the Department Head of complaints or grievances of employees.~~
- ~~(2)~~ **(1) A Steward will be permitted to take the necessary time off from work without loss of pay, for up to a maximum of one hour per day, for the following Company-Union business within his department:**
- a. For discussion with the Department Manager on complaints or employee grievances.**
 - ~~a. b. For so much of one hour of the shift at a time mutually agreed upon by the Steward and the Department Head (normally the one half hour immediately preceding the Steward's lunch period and the last one half hour of the shift) as is required for the Steward to contact a Committeemen Committeeperson or to contact an employee who has a complaint or grievance. (Effective January 1, 1978, Paragraph (B) (2) (a) amended as follows: Steward designate which hour. Designation to be for one week. If Steward does not designate and no mutual agreement then last hour of shift.) The Company may grant additional time to a specific written request to encourage resolution of the grievances. It is understood that the Steward will not abuse the use of Union time.~~

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- b. ~~c. For discussion within the department with an authorized Business Representative of the Union when the latter finds it necessary to contact a Committeemen on employee complaints or grievances, or on matters arising out of the application of this Agreement.~~
 - e. **d. The Steward may designate the one-hour period, subject to the Company's determination in meeting operational requirements. If the Steward does not designate which hour, then the last hour of their shift shall be the designated period. The Company may grant additional time in response to a specific written request to encourage resolution of the grievances. It is understood that the Steward will not abuse the use of Union time.**
- (3) (2) A ~~Committeemen~~ **Committeeperson** will be permitted to take the necessary time off from work without loss of pay, **for up to one half-hour per day**, for the following Company-Union business within his department:
- a. **For discussion with the Department Manager on complaints or employee grievances.**
 - a. ~~b. For so much of one half hour of the shift at a time mutually agreed upon by the Steward and the Department Head (normally the last one half hour of the shift) as is required for the Committeemen to contact his their Steward or to contact an employee who has a complaint or grievance. (Effective January 1, 1978, Paragraph (B) (2) (a) amended as follows: Steward designate which one half hour. Designation to be for one week. If Steward does not designate and no mutual agreement, then last one half hour of shift.) The Company may grant additional time to a specific written request to encourage resolution of the grievances. It is understood that the Committeemen will not abuse the use of Union time.~~
 - b. ~~c. For discussion within the department with an authorized Business Representative of the Union when the latter finds it necessary to contact a Committeemen on employee complaints or grievances, or on matters arising out of the application of this Agreement.~~
 - e. **d. The Committeeperson may designate the half-hour period, subject to the Company's determination in meeting operational requirements. If the Committeeperson does not designate which half-hour, then the last half-hour of their shift shall be the designated period. The Company may grant additional time in response to a specific written request to encourage resolution of the grievances. It is understood that the Committeeperson will not abuse the use of Union time.**

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~~(4) (3) A Steward or Committeeperson who finds it necessary to leave the work area shall first request and receive permission from the assigned area supervisor, Department Manager, or their designee. Such requests shall not be unreasonably denied, however, it is agreed that each Steward and Committeemen Committeeperson has assigned work to perform in the plant and that the contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than the matter for discussion reasonably requires. A Steward or Committeemen who finds it necessary to leave his immediate work area shall first request permission from his immediate full-time supervisor. Such requests shall not unreasonably be denied.~~

~~(5) The Company on the first day of employment shall give each new employee a copy of this Agreement.~~

~~At least once a week, at a time mutually agreed upon between the Steward and his Department Head, normally during the first one half hour of the shift, a one time meeting shall be arranged for the Steward to meet with any newly hired employees, during which time he may discuss the advantages of Union membership. Upon request by the Steward to his department office, the names of employees new to the department on his shift in the current week shall be provided such Steward.~~

(C) Steward and ~~Committeemen~~ **Committeeperson** Status on Transfers:

~~A Union Steward or Committeemen of whose status as such Steward or Committeemen the Company has received written notice, with such status to be effective on the second work day following the date from the Union, shall not be transferred from one department to another, or one shift to another except with the consent of the individual Steward or Committeemen concerned, provided he is competent to perform the work remaining on the shift and warranting his classification. If a Steward or Committeemen Committeeperson is to be transferred to a different department or shift, the Company will give the Union seven (7) working days' written notice of such transfer. At the annual election of Union Stewards and Committeemen as provided for in Article II, Section 1, (A) (2), of this Agreement, upon written notice to the Company, such status shall become effective immediately.~~

[Proposing to Incorporate Letters 19 and 19A here]

(D) **Special Departmental Union Representation:**

When the Company administers disciplinary action to an employee, the employee may request to have their Steward present if it does not unnecessarily delay the matter. The Steward may participate as a witness and will return to their regular work assignment immediately following the disciplinary meeting. In the event, an employee is given a disciplinary suspension, the employee may request to see their Steward, for a period of up to ten (10) minutes prior to their exit from the plant. Supervision may elect to be present at such time to clarify to the Steward the reason for the employee's suspension.

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~~(D)~~ (E) Union Representation on an Overtime Day:

In the event a group of employees in the same department are required to work on their normal off-day, or on one of the **recognized** holidays ~~recognized in Article VI, Section 3 of in~~ this Agreement, the Steward may designate one of the employees within that group as an Alternate Steward, by ~~so~~ notifying the Department ~~Head~~ **Manager**. During overtime hours, the union representative (Steward, ~~Committeemen~~ **Committeeperson** or Alternate Steward) will only be permitted to take the necessary time off from work without loss of pay for discussion with the Department ~~Head~~ **Manager** of employee complaints or to contact employees who have complaints, which **arise during the overtime shift and** are of such urgent nature that they cannot properly await discussion on the next regular work day.

~~It is the intent that the Company give prompt notice to the Steward of those employees who will be assigned to work on their normal off day or on holidays recognized by this Agreement.~~

Section 2 - Union Officials and Business Representatives

[Proposing to Incorporate Letter 28 Here]

Employees who become full-time Union Officials shall be placed on an indefinite leave of absence. Within sixty (60) days after the end of their Union appointment, the employee may return to their previously held, bargaining unit position with full, accumulated seniority, provided they are able to perform the duties of the job.

The President, Vice-President and Business Representatives of the Union shall have access to the Labor Relations Department Office ~~for the purpose of contacting~~ **to contact** Labor Relations personnel and shall have access to the departments of the Company's plant, to which they are assigned, for the sole purpose of contacting the Union Steward or ~~Committeemen~~ **Committeeperson** concerning employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company **and will be on the employee's own time**. The Company shall not impose regulations which will render ineffective the purpose of this Section.

Before entering the Company's plant for the above purpose, the President, Vice-President, or a Business Representative **shall provide Labor Relations forty-eight (48) hours advance written notification of the date, time, location, visit duration, and name of Steward and/or Committeeperson to be contacted. Labor Relations shall coordinate with the area department manager and upon written acknowledgement, the representative shall be granted access to contact the Steward/Committeeperson.** ~~notify the Labor Relations Department of the date and time he will be in the plant, and the name of the Union Steward or Committeemen he will contact.~~

The President, Vice-President or Business Representatives shall not discuss any problem with employees (other than the Steward and ~~Committee man~~ **Committeeperson**) or with the supervision of any department.

[Proposing to Incorporate Letter 12 Here]

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The parties agree that, in the event of a severe injury of a represented employee while at work, the Labor Relations Senior Manager or their designee will notify either the Union President or the Vice President.

Section 3 - Cooperation

The Union and its members agree to report to the Company any **known threats of or actual acts** of sabotage, subversive activities, conduct for which the intended result is threatened or actual harm to people or property, theft, damage to or taking of any employee's, Company's and/or Government's property or work in process or materials., ~~or any known threat of sabotage, subversive activities, or damage to or taking of such property, and~~ The Union further agrees ~~if any such acts occur~~ to use its best efforts **and cooperate** in assisting the Company and the Government to ~~determine and apprehend the guilty party or parties~~ **investigate the matter.**

Section 4 - Bulletin Boards and Posting Notices

Space shall be provided on Company property at prominent locations agreed upon for Union bulletin boards (to be supplied by the Company) for the posting of the following types of notices:

- (1) ~~Notices of~~ Union recreational, social and welfare activities;
- (2) ~~Notices of~~ Union elections;
- (3) ~~Notices of~~ Union appointments and results of Union elections;
- (4) ~~Notices of~~ Union meetings;
- (5) ~~Such~~ **Other** notices as may be mutually agreed upon by the Company and the Union.

~~The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property except as herein provided. The Company may remove such bulletin boards in the event of repeated violation of this Section or for reasons such as alterations in plant facilities, etc., and will inform the Union. The Union may distribute each edition of its newspaper, The Organizer, outside all Headhouses and employee entrances to the Plant. Following distribution all excess copies will be placed in appropriate containers, furnished by the Union at these points. Within twenty-four (24) hours thereafter, the Union will pick up and dispose of all remaining copies.~~

Section 5 - Solicitation of Memberships

Employees and Union representatives shall not solicit Union memberships or collect dues on Company property on the Company time of any employee, although such activities may be conducted by employees on Company property **during the non-working time** ~~on the free time~~ of the employees.

Section 6 - ~~Reports and Other~~ Information ~~to be~~ Furnished to the Union

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

(A) When requested by the President or the Financial Secretary of the Union, the Company shall provide the following information to the Union as soon as practicable. ~~The Union may request the following reports which are to be furnished as soon as possible; such request shall be made only by the President or the Financial Secretary of the Union.~~ The Union assumes full responsibility for maintaining confidentiality of **the** information contained in these reports or any associated reports provided upon request, and agrees not to disseminate to unauthorized person(s) or agencies. ~~Reports referenced in Sub-Sections A, B, C, D and F of this section will be provided to the Union in compact disk (CD) format:~~

- (1) ~~The Company shall make available to the Union a report, which includes t~~The number of employees ~~that are in the various~~ **each** occupational classifications recognized by this Agreement.
- (2) ~~The Company shall make available to the Union a report, which includes a~~A list of employees ~~in their respective~~ **by** departments, showing rates, classifications, ~~and~~ dates of hiring, and shifts. Such lists of employees shall be coded in a manner which will indicate employees who have, since the last previous such list:
 - a. ~~Received a promotion from within his same department,~~
 - b. ~~Received a promotion other than under (a) above,~~
 - c. ~~Received a lateral reclassification in lieu of layoff,~~
 - d. ~~Received a lateral reclassification other than (c) above,~~
 - e. ~~Been downgraded other than in lieu of layoff,~~
 - f. ~~Been recalled from downgrade in lieu of layoff,~~
 - g. ~~Been downgraded in lieu of layoff,~~
 - h. ~~Been the subject of a Change of Status correcting and superseding prior reclassification, downgrade, or promotion.~~
- (3) The Company shall make available to the Union a report of employees hired by the Company.
- (4) Each week the Company will make available to the Union a report reflecting interdepartmental transfers.
- (5) The Company will make available to the Union a report reflecting employees on recall status to represented classifications.
- (6) The Company shall make available to the Union a report with lists of employees having on file written placement requests for promotion.

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- (7) The Company will make available to the Union a report of all bargaining unit employees on the active payroll showing the last known address given to the Company.
 - (8) The Company will make available to the Union a report reflecting employee requisitions in open hire by represented classifications.
 - (9) The Company will make available to the Union a report which includes the name, seniority date, classification, and department of each salaried employee returned to the bargaining unit.
- (B) On a General Layoff the Company will make available to the Union the following:
- (1) At the time of the application of the General Layoff, a copy of the seniority roster used by the Company in applying such General Layoff; such seniority roster will list employees in the affected occupations in order of their seniority.
 - (2) Seniority roster by occupation of all laid-off employees as of a date immediately after the application of the General Layoff.
 - (3) Insofar as is practicable, prior to the date of the layoff, the anticipated date, and the approximate size of each probable occupation affected.
- (C) ~~In the event of a On an Emergency Reduction of the Working Force~~ **Mass Layoff**, the Company will make available to the Union the following after adjustments have been made in accordance with the General Layoff procedure:
- (1) Seniority roster by occupation of employees in the service of the Company in the occupations affected as of a date immediately preceding the adjustments;
 - (2) Seniority roster by occupation of employees in the service of the Company in the occupations affected as of a date immediately after the adjustments;
 - (3) Seniority roster by occupation of all laid-off employees as of a date immediately after the application of the General Layoff procedure.
- (D) The Company will make available to the Union a list of employees dropped from lists (B) (2) and (C) (3) by reason of loss of seniority.
- (E) The Company will, upon request from a Steward to ~~his~~ **their** Department ~~Head~~ **Manager**, make available to such Steward reasonable and pertinent information (such as **job history** information ~~from the affected employee's kardex~~, change of status notice, reviews, and employee performance notices) concerning a grievance.

Disputes arising out of the furnishing of such information will be referred to ~~the~~ Labor Relations Department.

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(F) The Company will make available to the Union a list of job classifications to be filled by open hire, **when applicable** as ~~published~~.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.