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# **WORKING AGREEMENT**

**November 19, 2003 through November 18, 2006**

**BETWEEN**

**Electrolux  
Home Products  
St. Cloud, Minnesota**

**AND**

**District Lodge No. 165  
International Association  
of Machinists and  
Aerospace Workers**



75 pages

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# **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, effective as of the 19<sup>th</sup> day of November 2003, is entered into by and between ELECTROLUX HOME PRODUCTS, St. Cloud, Minnesota, hereinafter referred to as the "Company" and District Lodge No. 165 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (AFL-CIO), hereinafter referred to as the "Union."

The parties hereto mutually agree as follows:

## **Article 1. Purpose**

**Section 1.1.** This Collective Bargaining Agreement (hereinafter referred to as the "Agreement") constitutes the complete agreement between the parties hereto, and no additions, waivers, deletions, changes, or amendments shall be made during the term of this Agreement, except by written agreement of the parties.

**Section 1.2.** For the purpose of this Agreement, the term "Employee" as used herein shall mean and include all persons employed by said Company for whom the Union is the sole collective bargaining agency.

**Section 1.3.** This Agreement covers the Employees at the plant and warehousing operations of the Company located in the City of St. Cloud, Minnesota; and shall extend to any successors or assigns.

**Section 1.4.** If the Company moves the St. Cloud Plant to a new location Employees with two or more years of seniority shall be given preference over other applicants for employment at the new location if they are qualified by skill and ability for the available work.

**Section 1.5.** The Company agrees to meet with the Union to discuss the International Association of

# **Machinists High Performance Work Organization Program.**

## **Article 2. Recognition**

**Section 2.1.** The Company recognizes the Union as the sole and exclusive bargaining agent for all hourly rated Employees, save and except supervisors, all persons above the rank of supervisors, guards, office, clerical, technical, and professional Employees as defined by the National Labor Relations Act, as amended, with respect to rates of pay, wages, hours of employment and other conditions of employment subject to and in accordance with the provisions of this Agreement.

**Section 2.2.** It is understood that no incident which occurred prior to the effective date of this Agreement shall be the subject of complaint and/or grievance under any of the procedures provided in this Agreement, but may be processed under the applicable Agreement.

**Section 2.3.** The Shop Chairperson and the Health and Safety Chairperson shall be selected by the Union and shall be paid as full-time employees of the Company in the classification in which they were last employed. The regular shift of such employees shall be the day shift, but their work shifts may be adjusted by mutual agreement of the Company and the Chairperson in order to be available at other times. If, upon advanced approval by and request of the Company, they are required to work beyond eight hours in a day or forty hours in a week, and they have not been requested in advance to adjust their straight-time schedule to be available, they will be paid at the rate of time-and-one-half for such time.

When the Shop Chairperson or the Health and Safety Chairperson no longer occupy either position, they shall be returned to the classification, department, and shift (in accordance with their seniority and shift preference) that

they last occupied prior to their appointment to the Chairperson's position.

The functions of the Shop Chairperson shall include promotion of the interests of the employees, the Union, and the Company, with particular attention to promoting a strong working relationship between those parties and the values expressed in Section 2.4 of this Article. The Shop Chairperson shall regularly attend Labor /Management Team meetings and other meetings as designated by the Company.

The functions of the Health and Safety Chairperson shall include the promotion of health and safety within the workplace, the control of health insurance costs, and the values expressed in Section 2.4 of the Article. The Health and Safety Chairperson shall regularly attend safety meetings, Labor/Management Team meetings, and other meetings as designated by the Company.

**Section 2.4.** The parties realize that in order to provide maximum opportunity for continuing employment, good work conditions and good wages, the parties must be in a strong marketing position, which means we must produce efficiently and at the lowest possible costs consistent with fair labor standards. The parties assume responsibility for cooperating in the attainment of these goals. The parties therefore agree that they will cooperate to insure a full day's work on the part of employees, that they will combat absenteeism and any other practice which restricts production; that they will strive to improve production, eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents, and strengthen good will between the employer and the employees, the customers, the union, and the public. All the above to be within the framework of the collective bargaining agreement.

### **Article 3. Union Membership**

**Section 3.1.** It shall be a condition of employment that each Employee covered by this Agreement shall become a member of the Union at the end of thirty (30) calendar days and remain thereafter unless the Employee's probationary period is extended as provided for in Article 8, Section 8.3.

**Section 3.2.** Upon written authorization by Employees on the agreed form, the Company will deduct from their wages the regular monthly membership dues (but not initiation or reinstatement fees, assessments or fines) in the Union. Such deduction will be made from the pay for the work week in which the first day of the month occurs. In the event of a plant-wide shutdown or reduction in the work force, this week may be changed upon mutual agreement of the parties. The total amount of such deductions shall be paid over to the Financial Secretary of the Union by the fifteenth day of each month. This date will be extended as necessary in the event that deductions are not made from the payroll week in which the first day of the month occurs. The Union will save the Company harmless against any claims resulting from dues deductions under this Section. The dues deduction form is as follows:

#### **DUES DEDUCTION AUTHORIZATION**

By: \_\_\_\_\_

(Name of Employee, Please Print)

Clock No. \_\_\_\_\_

To: Electrolux Home Products, St. Cloud, Minnesota

I hereby authorize Electrolux Home Products (hereinafter referred to as the Company) to deduct on the first payday of each month from my wages a sum equal to the membership dues in Lodge No. 623 of the International Association of Machinists. I

understand that the amount of the membership dues may increase periodically. The sums to be deducted are hereby assigned by me to Lodge No. 623 of the International Association of Machinists, and are to be remitted by the Company to the Financial Secretary of the Union no later than the fifteenth day of the month of deduction.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between Electrolux Home Products and District Lodge No. 165 of the International Association of Machinists, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days after any irrevocable period hereof. Such revocation shall be effective by written notice to the employer and the union within such fifteen (15) day period.

I agree to waive any and all claims against the Company (other than one based upon clerical error) that may arise because of this agreement and authorization.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Article 4. Non-Discrimination**

**Section 4.1.** The Company and the Union agree that as a continuing process, affirmative action is to be taken to assure that all qualified individuals are to be afforded equal treatment, without regard to race, religion, color, age, sex, citizenship, disability or other impermissible criteria as developed from time to time or as prohibited by Federal, State, or local law, in all aspects of employment such as hiring, Union membership and necessary activities pertaining thereto, recruitment or recruitment advertising, use of Company facilities, upgrading, layoff or termination, rates of pay or other forms of compensation,



demotion or transfer and selection for all training programs.

**Section 4.2.** The Company and the Union further agree that no provision of this Agreement shall prohibit or prevent the Company from reasonably accommodating a disabled individual, pursuant to the requirements of the Americans with Disabilities Act or similar Federal, State or local legislation. This Agreement also anticipates that due to the oftentimes confidential nature of disability-related information, the Company may unilaterally discuss possible accommodations with the disabled individual.

## **Article 5. Strikes and Lockouts**

### **Section 5.1.**

- (a) The Union will not authorize, cause, or condone any strike, work stoppage, or other concerted interference by Employees with the Company's operations during the life of this Agreement. The Union immediately shall direct in writing Employees who are engaged in any such violation of this provision to cease such conduct and that if they fail to do so they may be disciplined up to and including discharge.
- (b) The Company shall not lock out the Employees during the life of this Agreement.

## **Article 6. Management Responsibilities**

**Section 6.1.** The Company retains the sole right to manage its business, including the right to decide the number and locations of plants, the extent to which its plants or any part thereof shall be operated, shutdown, consolidated, or moved to new locations, to determine the products to be manufactured, the method of manufacturing, the schedules of production, quality, the processes of manufacturing, location of production; to maintain order and efficiency in its plants and operations, to establish and

enforce reasonable policies, and to determine production standards, to hire, lay off, assign, transfer and promote Employees, subject only to such restrictions governing the exercise of these rights as are expressly provided in this Agreement.

## **Article 7. Hours of Work**

### **Section 7.1. Definitions:**

- (a) The payroll week consists of seven (7) days extending from 11:00 p.m. Sunday until 11:00 p.m. Sunday the following week.
- (b) The regular work week consists of five (5) consecutive work days beginning with the third shift at 11:00 p.m. on Sunday.
- (c) The regular work shift consists of eight (8) hours of work.
- (d) The regular shifts shall be as follows:
  - (1) One shift operation:
    - Start 7:00 a.m., End 3:30 p.m.
    - Thirty (30) minute unpaid lunch period.
  - (2) Two shift operation - First & Second Shifts:
    - First Shift:**
      - Start 7:00 a.m., End 3:30 p.m.
    - Second Shift:**
      - Start 3:30 p.m., End 12:00 a.m.
    - Each with a thirty (30) minute unpaid lunch period.
  - (3) Three shift operation:
    - First Shift:**
      - Start 7:00 a.m., End 3:00 p.m.
    - Second Shift:**
      - Start 3:00 p.m., End 11:00 p.m.
    - Third Shift:**
      - Start 11:00 p.m., End 7:00 a.m.
    - Each with a twenty (20) minute paid lunch period.

**Section 7.2.** There shall be no scheduled split shifts.

**Section 7.3.** The provisions of this Agreement shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week, or pay in lieu thereof, or a limitation of the maximum hours per day or per week which may be required to meet operating conditions, but Employees shall not be scheduled to work less than a regular work week.

**Section 7.4.** Premium pay for such overtime work is computed as follows:

- (a) One and one-half (1 1/2) times the Employee's straight time hourly rate for all hours worked in excess of eight (8) during a regular working day. Hours worked beyond 11:00 p.m. by Employees working the second shift will be recognized as hours worked during such regular working day for computation of excess hours.
  
- (b) One and one-half (1 1/2) times the Employee's straight time hourly rate for hours worked on Saturday.
  
- (c) Two (2) times the Employee's straight time hourly rate for hours worked on Sundays and holidays, plus regular holiday pay. For the purpose of this section, Saturdays, Sundays and holidays will consist of the twenty-four (24) hour period beginning at 11:00 p.m. on the preceding day. Employees working the second shift in a two shift operation will receive the Employee's straight time hourly rate from 11:00 p.m. to 12:00 a.m. on Friday.

**Section 7.5.** Where an Employee absents themselves from work during the regular work week and opera-

tions are conducted on the Saturday or Sunday in that week, such Employee will be asked last for such premium paid work.

**Section 7.6.** An Employee who reports for work on the Employee's scheduled shift (including scheduled overtime) without previously having been notified not to report, will be given at least four (4) hours work within the Employee's department, or if no work is available, four (4) hours pay, except that if work is unavailable due to conditions beyond the control of the Company, or labor disputes between the Company and the Union, this provision shall be inoperative.

When work is not available in the plant for reasons beyond the Company's control, the Company will give one (1) hour's notice when possible by the following radio stations: WHMH-FM(101.7), KCLD-FM (104.7), WJON-AM (1240), WWJO-FM (98.1), KZPK-FM (98.9), KQRS-FM (92.5) and KLZZ-FM (103.7).

In the event that Employees are not required to work in their department due to a parts shortage or breakdown, the Senior 50% of the affected Employees **within a classification within the department** will have the option of going home, without pay, four (4) hours after the regular starting time of their shift, elect to use one-half (1/2) day of vacation or may request to be temporarily transferred to a job being performed within their department by an Employee with less seniority for which they are qualified.

**Section 7.7.** Each department shall post current records of overtime, one for time and a half and another for double time. The Supervisor and the Steward will maintain the overtime rosters. When overtime is required in any department, such overtime will be divided as equally as practicable within twelve (12) hours among the Employees in each classification in the department. The Company shall notify Employees as far in advance as possible of daily overtime.

When the need for overtime outside the regular work week is known by 7:00 a.m. on the previous Friday, Employees within a department (regardless of shift) shall be asked for such overtime, provided they are next in line to be asked and they are qualified to perform the work required. When the need for overtime outside the regular work week is not known until after 7:00 a.m. on the previous Friday, the Supervisor need only ask the Employees working the first shift for such overtime, giving first preference to first shift Employees in the department, in order to assure an adequate workforce due to the limited time available. An Employee who wishes to cancel the Employee's commitment to work overtime outside of the regular work week must notify the Employee's supervisor by the end of the first rest period on the Wednesday preceding the overtime.

Employees will be charged for all overtime hours worked or asked to work within their department and for all overtime hours they would have been asked to work during vacation or absences from work provided such hours did not occur during the Employee's regular shift. All overtime required during the regular work week will be requested in four (4) hour or less segments. All overtime required outside of the regular work week will be requested in eight (8) hour or less segments. In the interest of safety, an Employee will not be allowed to work more than two (2) consecutive shifts except in cases of emergencies. Employees on overtime will not be permitted to displace an Employee with less seniority working in the Employee's regular classification on the Employee's regular shift in the department.

An-up-to date record of overtime shall be posted on the bulletin board within the department and maintained by the Steward and Supervisor. Department overtime records will be reset to zero (0) hours for all employees at the end of the last regular scheduled work day of the year.

Employees transferring to another department and/or classification will be charged with the highest number of overtime hours attained by employees in such classification within the department. Working of overtime shall be subject to past practice.

When overtime is improperly assigned to Employees outside the department, the Employees entitled to such overtime will be paid for the time lost.

When overtime is improperly assigned to another Employee in the department, the Employee entitled to such overtime will be given the first opportunity to make up such lost overtime within the Employee's classification. If the Company fails to do so, the Employee will be paid for the time lost.

An Employee who reports for work prior to the start of the Employee's regular shift will be required to work until the end of the Employee's regular shift. In the event such Employee is not required to work until the end of the Employee's regular shift, the Employee will receive overtime premium for all hours worked prior to the start of the Employee's regular shift except when the Employee has requested or accepted the option to leave the plant before the end of the Employee's regular shift.

**Section 7.8. The Company will grant a ten (10) minute rest period after two (2) hours of work. Rest periods may be moved no more than fifteen (15) minutes earlier or later. Lunch periods may be moved earlier or later no more than thirty (30) minutes.**

**Adjustments of rest periods will be limited to eight (8) rest periods per department, per shift, per month.**

**Adjustments of lunch breaks will be limited to four (4) lunch breaks per department, per shift, per month. In addition, breaks and lunch periods may be moved as necessary to comply with the parties' respective agreements with the EEOC or to otherwise comply with legal obligations. Such limitations do not apply**

to the paint departments, tube mill, scott lines, profile extruder, shipping/receiving departments, plastic department, press shop, door fab., upright shell fab., compact liner departments, door foam departments, tub fab, Plastic Machine Operator, Compact Shell Press Operator, and Auto Foam System Operator. The listed departments' and positions' breaks may be staggered in order to provide continuous operation. This language will not be used to reduce the regular work-day.

**Section 7.9.** The Company will grant a five (5) minute paid rest period immediately prior to the commencement of overtime at the end of a regular shift. In the event such overtime is for two (2) hours or more, a ten (10) minute paid rest period shall be granted.

**Section 7.10.** Overtime premium shall not be duplicated or pyramided.

**Section 7.11.** When an operation is scheduled on a three (3) shifts per day basis, those Employees on such three (3) shift schedule shall be given a twenty (20) minute paid lunch period. When working the third shift, Employees shall be given a twenty (20) minute paid lunch period. Paid lunch for first shift and second shift Employees will be determined by the number of Employees working the third shift.

In order to receive a paid lunch on a three (3) shift operation, senior Employees can elect to switch jobs within their classification and department providing the Employee is qualified and capable of performing the job. Such changes to be made at the start of the next work week.

Employees working shifts on Saturday and Sunday that are an extension of continuous operations conducted during the regular work week shall be given a twenty (20) minute paid lunch period. Employees working the third shift on Saturday and Sunday shall be given a twenty (20)

minute paid lunch period.

**Section 7.12.** A shift premium of twenty (20) cents per hour for the second shift and twenty-five (25) cents per hour for the third shift shall be paid to those Employees involved.

**Section 7.13.** Shift preference within a department and classification will be on a seniority preference basis.

Employees must submit their shift preference forms to a **Shop Committee member** by the **first Monday** in November. The **Shop Committee**, will acknowledge receipt on the **forms**, retain the original, and return a copy to the Employee. The **Shop Committee will then submit copies of the shift preference forms to the Product Line Manager by the second Monday in November.** An Employee's shift preference form will remain in effect from year to year thereafter unless the Employee completes and submits a new shift preference form to a **Shop Committee member** by the **first Monday** of November in any subsequent year. Shift assignments will be effective on the first Monday of each December. Employees who are on leave or layoff when the shift preference forms are signed shall have five (5) working days after their return from said leave or layoff to sign their shift preference forms.

Any two (2) Employees within a department and classification who are qualified to perform each other's job, without any additional training, will be permitted to change shifts with the other; provided, however, **will be made only with the approval of the respective Supervisors as to the qualifications of both employees to do the other's job.** When a shift change is for more than a work week, such shift change will be made between the most senior Employees wishing to change shifts.

Shift changes shall be sought by each Employee giving a signed written notice to **the Employee's Supervisor** identifying: 1) the other Employee with whom the



**Employee** will change shifts, 2) the other Employee's shift, and 3) the time period for which such shift change is sought. Except in cases of emergency, such notice shall be given to the Employee's Supervisor no later than one (1) work day prior to the start of the anticipated shift change or renewals thereof.

Employees with more seniority may be required to work on a less desirable shift until Employees with less seniority can be trained. This training period shall be limited to a maximum of five (5) working days.

When an opening in a classification occurs, Employees presently in the department and classification who are on other shifts shall be moved to the open job in accordance with the current shift preference **form** on file.

Employees who have been assigned to a department on a regular basis prior to the second Monday of November will, for a one (1) year period of time, be able to obtain their preferred shift ahead of any Employee assigned to that department after the aforesaid date. As used herein, the one (1) year period of time shall be from the first Monday of December to the first Monday of the following December. The foregoing shall not apply to Employee movements occasioned by: a) the Company's reassignment of an Employee in order to meet changing production conditions, or b) decreasing or eliminating a shift, c) as a direct result of a layoff of the work force for more than five (5) working days. When **any** of the aforesaid movements occur, the senior Employee shall obtain **the Employee's** preferred shift only at the start of the next work week. Add, If more than one Employee is assigned to a classification after the 2<sup>nd</sup> Monday in November, seniority shall prevail.

Employees may exercise their shift preference when another employee in their department is on a leave of absence as described in Article 9, Section 9.3, or has

notified the Company that they will be off due to medical reasons for thirty (30) calendar days or more.

When an Employee in a classification other than General Production, with **twenty (20)** years or more seniority, is to be bumped off **the Employee's** shift by a senior Employee due to a job award or transfer into the department, **the Employee** will be allowed to transfer to the General Production classification and rate of pay. Such Employee will be permitted to remain in **the Employee's** department and exercise **the Employee's** seniority for shift preference provided there are General Production positions.

**Section 7.14.** Employees reporting to work on a scheduled three shift operation and temporarily transferred to a one or two shift operation for the remainder of the shift will be paid their twenty (20) minute paid lunch and allowed to leave the plant after their scheduled eight (8) hour shift. If the Employee works in the temporary assignment beyond **the Employee's** scheduled quitting time, **the Employee** is eligible for overtime.

Affected Employees will take their breaks and twenty (20) minute paid lunch period at the same time as the department to which they are temporarily assigned. They will be given a job assignment for the ten (10) minutes of the lunch period for which they are not paid. This ten (10) minute period will either be at the beginning or the end of the department's thirty (30) minute lunch period. This ten (10) minute period will be established by the department Supervisor. Employees working a three shift operation and informed to report to a one or two shift operation the following day, or days, will not be eligible for a twenty (20) minute paid lunch period the following day, or days, nor will they be entitled to overtime unless they work more than eight (8) hours as per Article 7, Section 7.4(a).

**Section 7.15. Maintenance/Tooling and Electrical**  
The following terms and conditions are specific to the

seven day work schedule for Employees assigned to the Maintenance and Tooling Departments in the following classifications: Tool and Die Maker, Electronic Technician, Maintenance Electrician and Maintenance Mechanic.

(a) Seven Day Work Schedule:

								Total
	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Hours
Wk. 1	On	Off	Off	On	On	Off	Off	36
Wk. 2	Off	On	On	Off	Off	On	On	48
Wk. 3	On	Off	Off	On	On	Off	Off	36
Wk. 4	Off	On	On	Off	Off	On	On	48
Repeat								

(b) Shift Length:

12 hours at straight time rate.

(c) Overtime:

Time and one-half for all hours in excess of 12 on a scheduled work day, over 36 hours in a 36 hour scheduled work week and over 40 hours in a 48 hour scheduled work week.

(d) Shift Hours:

<u>A Crew</u>	<u>Group A1</u>	<u>6:00am - 6:00pm</u>
	<u>Group A2</u>	<u>7:00am - 7:00pm</u>
<u>B Crew</u>	<u>Group B1</u>	<u>6:00am - 6:00pm</u>
	<u>Group B2</u>	<u>7:00am - 7:00pm</u>
<u>C Crew</u>	<u>Group C1</u>	<u>6:00pm - 6:00am</u>
	<u>Group C2</u>	<u>7:00pm - 7:00am</u>
<u>D Crew</u>	<u>Group D1</u>	<u>6:00pm - 6:00am</u>
	<u>Group D2</u>	<u>7:00pm - 7:00am</u>

Classifications will be equally represented in each group. Selection of a group will be by shift preference card and seniority. If necessary, classification equalization will be assigned in reverse seniority order. Shift preference cards will be filled out with first choice, second choice of shift, crew and group and submitted to the maintenance

supervisor by the second Monday of November in any subsequent year.

Shift assignment will be effective on the first Monday of each December. Employees who mutually agree in each classification shall be able to switch between shift, crew and group who are qualified to perform each other's jobs and it doesn't interfere with planned work.

(e) Shift Premium:

\$ .50

(f) Holiday Pay:

**Skilled trade's employees who have one of the following holidays that fall on their normal non-scheduled workday will be allowed to schedule another day off subject to the requirements of this subsection:**

**Easter Sunday**

**Memorial Day**

**Labor Day**

**Thanksgiving Day**

**Day after Thanksgiving Day**

**Such schedule must be submitted in writing to the employee's shift Supervisor at least 21 days prior to the scheduled holiday. The holiday must be scheduled eight (8) days prior to or eight (8) days following the regular holiday.**

The scheduling of maintenance Holidays shall not interfere with any production overtime.

(g) Vacation Pay:

Vacation pay will be based on 12 hours per day of vacation, including shift premium if applicable. The number of days of vacation an Employee is eligible is as specified in Article 16, Section 16.2.

(h) Funeral Pay:

Funeral pay will be based on 12 hours per scheduled work day excused to attend a funeral as specified in Article 18.

(i) **Jury Pay:**

Jury pay will be paid based on the difference in the amount paid per day by the court for such service and 12 hours at straight time rate, including shift premium if applicable, for regular hours that the Employee would otherwise have worked. Maximum payment is based on 36 hours in a 36 hour scheduled work week and 48 hours in a 48 hour scheduled work week.

(j) **Rest Periods and Lunch Period:**

A total of one paid hour will be recognized for rest periods and a lunch period during a regular 12 hour shift. Such rest periods and lunch period will be determined by a consensus of the Employees working the affected shift.

(k) **Payroll Week:**

The payroll week consists of seven days extending from 7:00 a.m. Sunday until 7:00 a.m. Sunday the following week.

(l) **Shift Preference:**

Shift preference cards will be distributed as specified in Article 7, Section 7.13. Shift assignments for Employees in the Maintenance and Tooling Departments working the seven day work schedule will be effective on the first Monday of each December.

(m) **When the Company or federal or state government requires a skilled trades employee to obtain or maintain a license or certification, the Company will pay the cost of any required training or testing. The time spent in training or testing, including travel time, shall not be treated as hours worked. If the Employee drives, the Employee's personal vehicle out of the St. Cloud area, the employee will be paid mileage at the then current IRS mileage rate.**

(n) **Employees' hand tools required to perform**

there jobs in skilled trades will be replaced upon bringing broken tools to their respective shift Supervisor.

**Section 7.16.** Exceptions to the forgoing may be implemented upon agreement of the Company and the **current Bargaining Committee and the current Shop Committee** of the Union. These shall be voluntary and recognized as non-traditional shifts. Implementation with a fifteen day notice to Employees.

**Section 7.17.** This provision concerning required Saturdays shall apply for the duration of this Agreement only. When an insufficient number of qualified volunteers are obtained within a department for Saturday overtime, the Company will next seek qualified volunteers outside the department. If an insufficient number of qualified volunteers have still not been obtained, the Company may require qualified employees within the classification and the department to work in inverse order or seniority on not more than the following occasions: one Saturday in June, July, and November; and two Saturdays in August, September, and October. The use of this provision to require Saturday work is subject to the following restrictions:

- (a) Saturday work will not be required on consecutive Saturdays.
- (b) If two shifts are required for assembly work, it will be a continuous operation. The second shift will only be required to work if three shifts are needed. Required Saturday shifts shall consist of eight hours.
- (c) Before Saturday work is required, the Company will notify the Shop Committee of the need, and the Shop Committee will then have the opportunity to obtain more volunteers.
- (d) Employees who are required to work on

Saturday will not be charged the overtime for equalization purpose.

- (e) Saturday work week will not be required on Holiday weekends.
- (f) Employees will be notified of required Saturday work on the Monday proceeding the required Saturday.
- (g) If the Company announces to affected employees they will be required to work Saturdays, and later cancels the overtime, those actions will count as one of the permitted Saturdays listed above.
- (h) An employee may, on one occasion each year, use a day of vacation and be excused from working a Saturday, and a substitute employee will be required to work.
- (i) Those employees required to work will be on an inverse rotation by classification within the department. The Shop Committee will keep records of the rotation.

## **Article 8. Seniority and Layoff**

### **Section 8.1. Definitions:**

- (a) Recall list- that list on which an Employee will be placed at the time the Employee is laid off.
- (b) Qualifications - as regards classifications above General Production, an Employee is said to be qualified when the Employee has prior satisfactory performance of the work involved or work of a similar nature.

When qualifications are considered equal, seniority shall be the deciding factor.

**Section 8.2.** In cases of increase or decrease of forces, plant-wide seniority shall prevail, provided the

Employee is qualified and willing to perform the work to be done at the applicable contract rate therefor, plus merit.

Unless senior qualified Employees are available, Employees may be held out of the line of seniority in the following classifications:

- Tool & Die Maker
- Electronic Technician
- Maintenance Electrician
- Maintenance Mechanic
- Process Electronic Technician
- Lift Truck Mechanic
- Performance Tester
- Horizontal Fabrication System Operator
- Powder Paint System Operator
- Upright Crating System Operator
- Automatic Foam System Operator
- Automatic Foam Door System Operator
- Tube Mill Operator "A"
- Computer Controlled Tube Bender
- Machine Operator
- Vertical Shell System Operator
- Coextrusion Operator
- Tube Mill Operator "B"
- Final Metal Finish Repair
- Touch-Up Painter
- Refrigeration Repair
- Horizontal Arm Measuring Machine Operator
- Silver Solderer
- Quality Auditor
- Foaming Head Operator
- Bonderite Operator
- Plastic Extruder Sheet Operator**
- Insulator**
- Liner Caulker**
- Lift Truck Operator



Notice of a plant-wide layoff will be given by the last regularly scheduled work day of the work week proceeding the week in which the layoff is to take place, except in cases of emergency. Failure to conform to the notice requirements will result in payment of eight- (8) hours pay at the affected Employees' regular straight time rate. Reduction in production schedule due to customer orders shall not be considered an emergency. Plant-wide layoffs will be effective on the last scheduled work day in the regular work week.

**Section 8.3.** A new Employee shall be considered a probationary Employee for the first thirty- (30) calendar days of accumulated employment. The probationary period may be extended on a case to case basis for an additional thirty (30) days **upon notice from the Company to the Union.** At the end of that time, if they are retained, their name will be placed on the seniority list and their seniority will date back to first date of employment.

**Section 8.4.** A probationary Employee shall be subject to transfer, layoff, discipline or discharge, at the discretion of the Company and such action by the Company shall not be subject to the grievance procedure.

**Section 8.5.** Layoffs not extending beyond five (5) working days shall be made by plant seniority within the department provided the senior Employees are qualified and willing to perform the work at the applicable rate therefor, plus merit. During inventory Leadpersons will not be retained out of seniority.

**Section 8.6.** Layoffs extending beyond five (5) working days shall be in accordance with plant-wide seniority, provided the Employee is qualified and willing to perform the work at the applicable contract rate therefor, plus merit. This provision shall be subject to Section 8.7 of this Article.

**Section 8.7.** When a senior employee is to be laid off or transferred out of their classification (even though the **Employee's** rate is not reduced) as the result of reduction of

the workforce under the provisions of Section 8.6, the employee shall have the option of being transferred to a higher, equal to or lower classification of work being performed by a less senior employee for which they are qualified, or take the layoff. If the Employee accepts the transfer, **the Employee** shall receive the applicable contract rate therefore, plus merit. If the Employee chooses layoff, **the Employee** shall sign a "layoff option" form and **the Employee's** name shall not be placed on the recall listing until **the Employee** makes written request to the Human Resources Department by registered mail. The Company will not deny the rights of an Employee to receive unemployment compensation during a period in which **the Employee** is laid off as the result of **the Employee's** election to take layoff under this Section.

When a seniority Employee in a classification other than General Production is given notice that **the Employee** is to be laid off, **the Employee** shall have the option of being recalled only to the classification **the Employee** held at the time of **their** layoff, if **the Employee** so elects before **the Employee** layoff period commences. Employees electing this option may be returned to the normal seniority recall listing in the same manner as described in this Section above. Employees electing this option are further subject to the recall provisions of Section 8.8.

**Section 8.8.** When work becomes available, Employees on the recall listing shall be recalled to work in accordance with their seniority in the reverse order of their layoff. If qualified, they must accept the job and the contract rate therefor, plus merit. When an opening occurs in a classification of Employees on optional layoff, such Employees will be recalled and must return to work in the order of their plant-wide seniority. When the recall listing is exhausted, Employees remaining on optional layoff shall be recalled and must return to work in accordance with the

provisions of this Section.

**Section 8.9.** Except when bumping into a lower classification in lieu of a layoff, an Employee will not suffer a loss of pay when temporarily transferred to another classification.

**Section 8.10.** An Employee temporarily transferred to a higher paid classification will be paid the rate of the job (plus merit if transferred to **the Employee's** regular classification) for all time worked during such transfer. If the Employee has not attained the full rate for General Production, **the Employee** will be paid the rate **they** held prior to the transfer, plus the difference in the rate for General Production and the rate for the transferred job, subject to the normal progression schedule for General Production Employees. Such Employee will be given a written report showing time worked and the applicable rate on transferred work during the preceding work week. Such temporary transfers shall not be considered as qualification for promotion to such higher classifications.

**Section 8.11.**

- (a) When a job vacancy in any classification is posted, the senior Employee in that classification who requests the job will be transferred to fill the vacancy and the vacancy created by such transfer will be filled through the job bid procedure. Request for transfer shall be made to the Human Resources Department during the **five (5)** day posting of the vacancy. Such transfer will be subject to a **one (1)** day trial period.
- (b) When an Employee desires to be transferred to another job in **the Employee's** classification in **the Employee's** department, **the Employee** shall inform **the Employee's** Supervisor. The senior Employee requesting such transfer will be given preference when an opening exists providing this does not interfere with efficiency of

operations or deprive another Employee of the **Employee's seniority** rights with respect to shift preference within the department and the **Employee's** classification. The Supervisor and Steward will maintain a list of Employees requesting transfers.

- (c) An Employee shall not be transferred under the above provisions more frequently than once in any period of six (6) months.
- (d) The Company shall have the right to change the job content of General Production jobs in order to meet changing conditions.
- (e) Job changes within a department will not be made for disciplinary reasons.
- (f) When it is necessary to transfer Employees out of a department, the Employees with the least seniority will be transferred provided this does not interfere with efficiency of operations.
- (g) **When an employee elects to move to a different shift, the employee will move to an open position. When an employee is involuntarily moved to a different shift, and a less senior employee is in the same position that the transferred employee held on the other shift, the transferred employee may retain that position.**
- (h) Reverse seniority will prevail in making temporary transfers out of classifications other than General Production and seniority will prevail in returning such Employees to their classifications provided such Employees will not receive premium pay for hours worked in excess of eight (8) in the regular work day as a result of such return. The provision for return will apply only when an opening exists for more than one (1) work day in

a classification from which the Employees have been transferred.

- (i) An Employee who has been transferred out of **their** regular classification as the result of a plant-wide layoff may, within five (5) working days after **the Employee** has been returned to **the Employee's** regular classification on a permanent basis, make a request to **the Employee's** immediate Supervisor to be returned to the department in which **the Employee** was assigned at the time **the Employee** was transferred out of **the Employee's** regular classification. **The Employee** shall not, however, displace any Employee other than a junior Employee in the same classification. This request shall remain in effect until such request is granted or withdrawn.
- (j) If there is an excessive number of Employees in a classification in a department, the senior Employees will work in their classification within their department.

A classified Employee, other than General Production, who is transferred out of **the Employee's** department, but not **the Employee's** classification, as the result of a plant-wide layoff will be returned to **the Employee's** department on a seniority preference basis when an opening occurs if **the Employee** so requests. Such request must be made by the Employee to **the Employee's** immediate Supervisor and Union steward within five (5) working days of the time of **the Employee's** transfer out of **the Employee's** department. **The Employee** shall not, however, displace any Employee other than a junior Employee in the same classification. This request shall remain in effect until such request is granted or withdrawn.

**Section 8.12.** Notification of recall may be by personal contact, telephone, or certified letter to last known address. Where any of the first two (2) means

of notification are used, it will be confirmed by certified letter to last known address. Such letter will be sent restricted delivery, return receipt requested.

**Section 8.13.** An Employee shall indicate to the Company **the Employee's** intention of returning to work within three (3) working days of the delivery date of the notification of recall. If the Employee does not respond, **without a substantial and compelling reason, the Employee's** employment shall be terminated.

**Section 8.14.** Reasons for loss of seniority shall include the following:

- (a) Voluntary quit.
- (b) Discharge without reinstatement.
- (c) Overstaying a leave of absence or extension thereof without just cause.
- (d) Refusal, when recalled from layoff, to accept a permanent job, and rate therefor, that is available and for which **the Employee** is qualified.
- (e) Failure to report for work within three (3) working days of the recall date of report unless excused by the Company.
- (f) Three (3) consecutive **scheduled** work days of **no call, no show**.
- (g) Employees engaged in another occupation while working for the Company found taking time off to further that occupation.
- (h) A layoff of two (2) years, or for a period of time equal to **the Employee's** seniority at the time of layoff, whichever is greater.
- (i) Payment of severance allowance.
- (j) Upon retirement.
- (k) Employees with permanent medical restrictions which prohibit them from performing any bargaining unit work.

**Section 8.15.** Upon request (not to exceed four (4) per year) in writing, the Company shall furnish a **member** of the Shop Committee with an up-to-date copy of the seniority list, wage rates, and/or classifications. The Company shall furnish a **member** of the Shop Committee with a copy of job postings and layoff notices.

**Section 8.16.** For the purposes of this Article, an Employee's classification is the regular classification which the Employee has been awarded, even though the Employee is temporarily assigned to another classification at the same or different rate of pay.

## **Article 9. Leaves of Absence**

### **Section 9.1.**

- (a) Employees who are elected to any office in the Union or as a delegate to any Union activity, necessitating a leave of absence, shall be granted a leave of absence and during such time shall retain their standing on the seniority list. Such leaves shall be for term of office or delegation, subject to further extensions upon request by the Employees. Employees returning from a leave of absence under this subsection shall return to their former department, classification and job, but shall not displace a senior Employee.
- (b) Any Employee who is promoted to a supervisory position or non-union classification at the St. Cloud Plant will retain seniority rights for a period of six (6) months. During such period the Employee may return to the bargaining unit, unless **the Employee** is discharged for just cause. At the end of that time, **the Employee's** name will be removed from the seniority list. If

such Employee returns to the bargaining unit during the six (6) month period, **the Employee** shall not bump an Employee from other than the General Production classification.

- (c) Any Employee elected to the legislature of the state of Minnesota shall be granted a leave of absence. Such Employees who make application for reemployment within thirty (30) days after the last legislative day in each calendar year shall be restored to their former position, or to a position of like seniority, status and pay, in accordance with Minnesota Statute Section 3.082. Employees elected to other political offices will be granted a leave of absence for the term(s) of such office and shall retain their standing on the seniority list. Employees returning from such leave of absence shall return to their former classification, but shall not displace a senior Employee.
- (d) The Company will continue to pay an Employee their regular wages while they are on approved Union leave and Local 623 or District 165 will reimburse the Company within one week for such lost wages.

**Section 9.2** An Employee who desires a leave of absence in excess of three (3) working days must make application to the Company in writing for the leave and provide appropriate documentation stating clearly the reason for the leave of absence. The Employee must use their vacation in conjunction with this leave. If granted, a copy will be furnished to the Union. If denied, a reasonable explanation shall be furnished to the Employee and the Union.

An Employee may request a medical leave of absence after **three (3) months** of continuous employment for up to three (3) months and such medical leaves may



be extended for successive three (3) month periods, subject to a maximum length equal to their seniority or two (2) years which ever is greater. The written request will be submitted to Human Resources. Human Resources and Health Services will determine if there is creditable medical documentation that justifies the medical leave of absence. This documentation must have a diagnosis, indicate the projected length of time for the medical limitation and how long the Employee has been under the doctor's care. Employees on this leave are not entitled to cumulate this time towards the severance benefit.

**Section 9.3.** Employees with **20** or more years of service may elect to take a leave of absence for a consecutive period of not less than three- (3) months or more than six- (6) months in any calendar year starting no earlier than the first Monday in April and ending no later than the third Friday in November. During such leave of absence the Employee will not have any benefit participation (holidays, pension service accumulation, etc.), except for medical and life insurance. The Company will make the same contribution for medical insurance as for active Employees. The only other benefit paid will be vacations and will be paid as follows:

A special leave of absence will allow an Employee to retain one- (1) week of vacation eligibility. They will forfeit all other vacation eligibility.

The Company will retain the right to unilaterally refuse to grant a leave of absence if the absence will adversely affect the efficiency or the cost level of the Employee's group/department. The Company will grant (15) employees plant-wide the opportunity to take this leave. Employees may cancel their leave at any time. The Company will not grant a leave of absence to more than ten (10) percent of any job classification at the same time.

An Employee who does not return to active employment (except for verified disability) at the agreed upon

return date, will be considered as a voluntary quit as of the last date worked.

Such leave is a voluntary Employee action and participants are ineligible for unemployment benefits.

There must be a thirty- (30) day notice of leave of absence.

An Employee returning from a leave of absence will be permitted to return to **the Employee's** former classification, job and department provided **the Employee's** seniority entitles **the Employee** to do so.

**Section 9.4.** The Company shall establish and publish a Family and Medical Leave of Absence Policy consistent with the provisions of the Family and Medical Leave Act of 1993. The Company may, from time to time, amend its policy, but **it will continue to apply the "rolling" twelve (12) month measurement period** and under no circumstances shall an Employee receive **fewer** benefits than those provided under the Family and Medical Leave Act of 1993. **For Employees who have been on military leave, their period of military service shall be considered hours worked for determining eligibility for FMLA leave.** Employees will be charged up to half of their earned vacation in conjunction **with** FMLA usage.

## **Article 10. Job Postings**

**Section 10.1** A job vacancy in any classification, except General Production, will be posted on the **bulletin boards** for **five (5)** workdays. Such posting will state the department where the vacancy exists. Any Employee will be eligible to bid who has not been awarded a posted job within the previous three- (3) months. The senior eligible bidder will be awarded the vacant job, except that on vacancies in the job classifications listed in Article 8, Section 8.2, the vacant job will be awarded to the senior eligible bidder who is most qualified **and that bidder will be placed on the job in a reasonable amount of time.**

In each of the above cases, Employees will be subject to a five- (5) workday trial period. **This trial period may be extended by five (5) workdays upon notice to a member of the Union Shop Committee.** Successful applicants who are awarded the position will be paid for their trial period.

Job awards shall be given in writing to the Employee stating the classification, the effective date, and the rate for the job including the progression schedule. An Employee shall be returned to **the Employee's** former classification, job, department and rate of pay if **the Employee** fails to qualify within the trial period. In this event, Employees shall not be considered to have received a job award. An Employee shall also be returned to **the Employee's** former classification, job, department and rate of pay if **the Employee** so requests to be returned within the trial period. In this event, an Employee shall be considered to have received a job award.

When a job vacancy is not filled either by award or outside hire within thirty (30) calendar days after closing of the posting period, such posting shall **not be considered closed until all applicants have tried out for the job or the job has been filled.**

An Employee in a classified job shall have the right, upon application to the Human Resources Department, to be placed on a General Production job in which a vacancy exists and **the Employee** will be paid the General Production rate.

**Section 10.2.** In the event a less senior applicant is selected for a posted job, a member of the Union Shop Committee shall be notified prior to filling the posted position.

**Section 10.3.** If the Company cancels a posting for a new line or shift after the five (5) day posting period, the bids received will remain active for 90 calendar days for use if the Company later imple-

ments the new line or shift within this period.

## **Article 11. Supervisors and Leadpersons**

**Section 11.1.** All jobs or work in the bargaining unit shall continue to be performed by bargaining unit Employees. **Employees excluded from the bargaining unit shall not perform work of bargaining unit employees except in the instruction, training, and supervision of employees, or performance of experimental or developmental work, provided that it shall not be considered a violation of this Article for such employees to perform tasks of an incidental or emergency nature if no bargaining employee is immediately available in the department, but for no more than (10) minutes. Any such incidental or emergency work of more than (10) minutes shall be considered a violation of this Article.**

**Section 11.2.** Vacancies for **Leadpersons** will be filled through the job bid procedure for department and area, Article 10.1. The position and rate of pay of Leadperson is listed in the Classified Rate Schedule. Successful applicants must meet the job criteria established by the Company. The Senior most qualified bidder will be awarded the vacant job and not subject to the provisions of Article 8.2. **In the event of a reduction in force, the Company may retain Leadpersons out of line seniority but only in the same number of Leadpersons on a shift in the area and the department prior to the reduction in workforce. The Leadperson trial period will be 10 workdays.**

**Section 11.3.** Leadpersons retained out of seniority for the purposes of overtime shall perform only their normal duties and shall not be assigned production jobs in other departments or entirely production jobs in their own department, unless their seniority so entitles.

**Section 11.4.** Promotions to Leadperson or

Supervisor shall be posted in the department where such promotions are made.

**Section 11.5.** Leadpersons' duties will include the performance of work in their regular classifications, replacing absent Employees on their shifts, relieving Employees during Employee rest breaks, making work assignments, training and instructing Employees, and other non-supervisory duties assigned by their Supervisors. Leadpersons shall not have authority to discipline Employees.

**Section 11.6.** The Company will maintain a training program for the development of Leadpersons during the term of the Agreement.

## **Article 12. Union Activities**

**Section 12.1.** It is agreed that no Union activities shall be carried on during working hours, except those necessary for the orderly presentation of grievances and disputes that may arise.

**Section 12.2.** Union Officers and Shop Committee members will be assigned to the first shift. Stewards will be elected for each shift from classifications regularly working such shifts. Stewards shall have seniority preference within their elected work area and shall be the last Employee removed from their elected work area provided their regular classification is required, or if General Production jobs are available, in their elected work area. Such seniority preference will apply to shift assignments under Article 7, Section 7.13.

**Section 12.3.** The International Association of Machinists and Aerospace Workers Business Representative for District Lodge No. 165, or the Employee's designated representative, shall be allowed admittance to the plant to conduct Union business provided they register with the Human Resources Department, display required identification for admittance, and such

activities do not interfere with production.

## **Article 13. Grievances**

**Section 13.1.** The Company will recognize Shop Committee members and/or Stewards properly designated in writing by the Union for the purpose of representing Employees in the manner as specified in this grievance procedure.

**Section 13.2.** Employees thus duly designated and recognized as Union representatives shall be granted permission from their Supervisor or Leadperson to leave their work as soon as possible for the purpose of handling grievances in their respective work area for which they were elected and shall inform their Supervisor or Leadperson of their intended destination and itinerary, and shall report to the Supervisor or Leadperson of the other department, and report back to their Supervisor or Leadperson at the time they return to work. Leadpersons will grant such permission only at the direction of the Supervisor or in the Supervisor's absence from the department. If the regular Steward is not available due to absence, the Employee will be provided a member of the Shop Committee.

**Section 13.3.** The Shop Committee members, when performing their duties as Committee members, shall continue to draw their regular rate of pay when the duty is performed during working hours.

**Section 13.4.** Any complaint not taken up under Step One with the Employee's immediate Supervisor within six- (6) working days, exclusive of days of excused absence, after the occurrence of the incident from which the complaint arose, cannot thereafter be processed through the grievance procedure. If, however, the incident giving rise to the grievance could not have become known until after expiration of the six- (6) working day period, such period shall be automatically extended to six- (6) working days

after it could have become known to the aggrieved Employee. The grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within five (5) working days.

**Section 13.5.** Prior to filing a grievance, an Employee must make a request or complaint to **the Employee's** Supervisor, with or without the assistance of the Steward. The Supervisor must give an answer to the request or complaint within one (1) working day.

**STEP ONE.** If the answer given by the Supervisor is not satisfactory, the aggrieved Employee shall submit the matter in writing on a grievance form signed by the aggrieved and a Steward or Committee member to the Supervisor within six- (6) working days after the occurrence of the incident or within six- (6) working days after such incident first could have become known. Then the Supervisor shall record **the Employee's** decision on the grievance form within two- (2) working days from the date of **the Employee** receiving same, and return the decision to the Steward. Upon receipt of the Supervisor's written decision by the Steward, the grievance shall then be referred to the Shop Committee who may submit the grievance to the Plant Manager or **the Employee's** designated representative within five- (5) working days after the receipt of the Supervisor's written decision by the Steward.

**STEP TWO.** The Plant Manager, or **the Employee's** designated representative, shall within five- (5) working days meet with the Shop Committee, and at this meeting outside Union Representatives and/or the Steward may be present if requested by either party. The reply of the Company shall be recorded on the grievance form within three (3) working days after the close of this meeting, and if Management's recorded decision is unsatisfactory to the Union, then the matter

may be referred to arbitration as hereinafter provided.

**Section 13.6.** Grievances arising out of discharge may be initiated at the Second Step and if possible, heard prior to leaving plant premises, after an Employee has protested the action to the **Employee's** immediate Supervisor or has failed to secure a satisfactory settlement.

## **Article 14. Arbitration**

**Section 14.1.** If a grievance is not satisfactorily settled when processed through the Grievance Procedure, the grievance may be submitted to arbitration and the moving party will specify the issue to be arbitrated.

**Section 14.2.** Within ten- (10) working days after the decision rendered by the Company Representative in the Second Step of the Grievance Procedure, either party desiring to arbitrate a matter which is subject to arbitration shall notify the other party of its intent to arbitrate and state its nomination to the arbitration board. Within five (5) working days the other party shall nominate a member to the board. The parties may mutually agree to an Arbitrator or apply to the Federal Mediation and Conciliation Service for a list of Arbitrators. Within five- (5) working days after receipt of such list, representatives of both parties shall meet to choose one person from such list by alternately striking a name therefrom, beginning with the party initiating the arbitration until only one name remains and that person shall be the Arbitrator of the case. Either party shall have the option of rejecting the initial list and requesting a second list from which the Arbitrator will be chosen.

**Section 14.3.** The arbitration board or Arbitrator acting under this Article shall not have the power to add to, to disregard or to modify any of the provisions of this contract, and shall have authority to decide only the issues submitted.

**Section 14.4.** The expense and compensation of the



Arbitrator shall be borne by and divided equally between the Union and the Company.

**Section 14.5.** Decision of the Arbitrator shall be binding on both parties.

## **Article 15. Severance Pay**

**Section 15.1.** Employees whose service with the Company terminates for any of the following reasons shall be entitled to a severance allowance:

- (a) Elimination of the Employee's job.
- (b) Retirement from active employment under the Franklin and/or IAM Pension Plan under an early retirement, thirty and out retirement, or normal retirement.
- (c) Permanent and total disability.

**Section 15.2.** The amount of severance allowance shall be computed as follows:

- (a) 1 to 5 years of service forty- (40) hours straight time pay.
- (b) 5 to 10 years of service eighty- (80) hours straight time pay.
- (c) 10 years of service and over one hundred and twenty- (120) hours straight time pay.

**Section 15.3.** Job security in St. Cloud is dependent on customer orders. Customer orders are secured through efforts of both the Company and the Employees. To protect the Employees interests the Company will double the present separation pay if the plant closes during the term of this Agreement due to a transfer of work.

This special separation pay provision shall not apply in the event the plant closing results in a work stoppage by plant Employees; a natural disaster or fire; an act of God or a national emergency which results in an interruption of production.

**Section 15.4.** Payment by the Company of severance pay as provided above acts as a complete discharge

of any further obligation or liability to such affected Employees.

## **Article 16. Vacations**

**Section 16.1.** Vacation pay will be limited to those Employees who, on their anniversary date of hire, are on the seniority list and who have worked at least eight hundred (800) hours, counting overtime. Time lost due to sickness or accident where benefits are paid, plus waiting period, paid vacations, paid holidays, and time spent on jury duty shall be considered as time worked. The Company further agrees that Employees whose employment terminates, or leaves for or returns from military service shall receive a prorated vacation if they have worked less than eight hundred (800) hours, to be based on the number of months worked during the vacation year. Pro-ration in accordance with past practice.

**Section 16.2.** Subject to the qualifications in Section 16.1 above, the vacation pay shall be computed on the anniversary date of hire, as follows:

- (a) 1 to 3 years of service 5 days of vacation with pay.
- (b) 3 to 10 years of service 10 days of vacation with pay.
- (c) 10 to 20 years of service 15 days of vacation with pay.
- (d) 20 to 25 years of service 20 days of vacation with pay.
- (e) 25 years or more of service 25 days of vacation with pay.

The shift premiums provided in Article 7, Section 7.12 shall be included in the rate of pay used to compute vacation pay for those working second and third shifts at the time vacation is taken.

**Section 16.3.** The vacation period begins with the

Employee's anniversary date of hire and ends following twelve- (12) months of service on the next anniversary date. **Any Employee who has unused vacation at the end of the Employee's vacation period will be paid the unused vacation pay after the end of that vacation period.**

**Section 16.4.** An Employee may designate up to five- (5) days vacation on a retroactive basis for absence due to illness, provided that a vacation request for the same date(s) had not been previously submitted and denied. Such requests must be made no later than thirty (30) calendar days after the last day of illness. The hourly rate for this retroactive vacation will be the applicable rate on the dates of illness.

**Section 16.5.** Seniority shall be given preference by the Company when scheduling vacation when requests are made by more than one Employee for the same period.

**Section 16.6.** Written notice stating the time an Employee wishes to take **the Employee's** vacation will be given to the Company by January 31. The Company's response will be given to the Employee in writing no later than February 28.

The Company shall release at least 8% of the employees, or at least one Employee which ever is greater, in a department per shift during the calendar periods from January 1, through May 31 and September 1 through December 31. During the calendar period from June 1 through August 31, the Company shall release at least 10% of the Employees. Any department in which at least 50% of the employees have 15 years or more of service, the vacation allotment will be increased to 10%.

Employees with five- (5) or more days of vacation will be able to take one- (1) week of vacation between the weeks in which Memorial Day and Labor Day occur, provided written notice stating the first and second choice for

the week an Employee wishes to take is given to the Company by January 31. The Company's response will be given to the Employee in writing no later than February 28. Employees whose first and second choices can not be filled will be given the first opportunity, by seniority, to select another available week.

**Section 16.7.** Vacation pay for one- (1) work week or more of vacation will be paid at the time the vacation is taken. Holidays occurring during the work week in which vacation is taken will be recognized in satisfying the one- (1) work week or more of vacation pay requirement. Vacation pay for less than one- (1) work week will be included in the Employee's payroll check for that week. Employees may elect to take three- (3) days of vacation in one-half (1/2) day increments per vacation year. Partial days of vacation may also be taken as provided for in Article 7, Section 7.6.

## **Article 17. Holidays**

**Section 17.1.** Holidays are defined to mean Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after the Thanksgiving Day Holiday, **Christmas Eve, Christmas Day, New Years Eve, and New Years Day.** Independence Day and an additional holiday each year of contract will be observed on the following dates:

**July 5 and 6, 2004 (for skilled trades, the 2004 holidays will be July 3 and 4)**

**July 4 and 5, 2005**

**July 3 and 4, 2006**

Good Friday, for Employees on the third shift, will be recognized on the third shift Sunday following Good Friday.

**Section 17.2.** Pay for holidays at straight time rates including shift differential shall be made to Employees who have at least thirty- (30) calendar days service with the Company prior to the holiday.

**Section 17.3.** If an Employee is scheduled to work and does not work either the previous regularly scheduled work day or the following regularly scheduled work day to the holiday, **the Employee** shall not be entitled to pay for the holiday. However, an Employee receiving sickness or accident benefits or workers' compensation benefits shall be paid the difference between **the Employee's** benefit and **the Employee's** regular rate of pay for any holiday occurring during such period. The difference between the Employee's regular rate and the benefit to which **the Employee** would be entitled after the three- (3) day waiting period will also be paid for a holiday occurring during the first three- (3) days of disability due to sickness upon certification of such disability by a physician.

**Section 17.4.** In the event a holiday falls during vacation, the Employee shall receive holiday pay as well as the vacation pay. If an Employee receives wages from the Company for any of the two- (2) scheduled work days prior to and/or after a recognized holiday, **the Employee** shall receive such holiday pay.

**Section 17.5.** If a holiday falls on Sunday the following Monday shall be recognized as the holiday. If a holiday falls on Saturday, the previous Friday, or the Saturday shall be recognized as the holiday, as determined by the Company. When a Saturday holiday is to be observed on Friday, the Company will give notice to the Union on the previous Monday. Holiday pay shall be at straight time rates.

**Section 17.6.** Pay for holidays need not be made to Employees on the layoff list except for a holiday occurring within three- (3) work days after the last day worked or within three- (3) work days prior to returning to work.

## **Article 18. Funeral or Memorial Service Pay**

**Section 18.1.** An Employee will be excused for the

purpose of attending the funeral service of a member of **the Employee's** immediate family and will be paid basic straight time hourly rate for any or all of the three- (3) regularly scheduled work days during the period beginning with the day of the death and ending with the day after the funeral, including shifts scheduled on Saturdays (at straight time rate). An Employee must attend the funeral, memorial service, or service to be eligible for funeral service pay.

**Section 18.2.** For the purpose of this Article, the term "a member of **the Employee's** immediate family" shall mean father, mother, father-in-law, mother-in-law, foster parents, step-parents, grandparents, spouse's grandparents, spouse, children, stepchildren, grandchildren, daughter-in-law, son-in-law, brothers, sisters, spouse's brother or sister, brother-in-law, and sister-in-law.

**Section 18.3.** An Employee shall be granted up to one (1) days pay to attend a military funeral provided it occurs Monday through Friday and **the Employee's** presents a statement from the Commander requesting such leave.

**Section 18.4.** In case of a death in an Employee's "immediate family" during the employee's scheduled vacation, the employee will be allowed to receive Bereavement Leave and will not be required to use the scheduled vacation. This substitution of Bereavement Leave for vacation shall only be done in whole day increments.

**Section 18.5.** In the event of a death of a relative of an employee, the relative of an employee's spouse, or another person with a close personal relationship with the employee, who is not within the employee's "immediate family," the employee may submit a special leave of absence request to the Director of Human Resources for authorization to attend the funeral or service without pay, which may be granted or denied

at the Director's discretion.

## **Article 19. Jury Duty**

**Section 19.1.** An Employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and **the Employee's** straight time hourly rate (exclusive of shift differential) for regular hours that **the Employee** would otherwise have worked. Such Employee will not be required to report to work on a day for which **the Employee** receives jury pay.

**Section 19.2.** Only seniority Employees who have notified the Company promptly after receipt of notice of selection for jury duty shall be eligible to receive such pay.

**Section 19.3.** In order to receive such pay the Employee must submit to the Company proof of the amount received from the court for serving on a jury.

## **Article 20. General Provisions**

**Section 20.1.** A Safety Committee composed of Company and Union representatives shall be established and maintained by the Company to investigate and make recommendations for the correction of unsafe conditions. This committee shall formulate rules and regulations necessary to insure safe working conditions for all Employees. A Union member of the Shop Safety Committee shall be included on all shop inspections by the State and Federal governments. The Company will give a written report of all safety tours and written answers to written requests from the Shop Safety Committee for correction of unsafe conditions. There shall be one- (1) safety inspection per month with a member of the Shop Safety Committee present on the inspection. There shall be a safety meeting with a Company representative following the inspection. Time spent on safety tours and Safety Committee meetings with the Company during the Union members' regular work

schedule will be paid by the Company.

**Section 20.2.** In the event that Employees in the following classifications maintenance/tooling and electricians, janitors and leadpersons are afflicted with a serious communicable disease, arrangements shall be made by the Company for these Employees to have an annual examination at the expense of the Company.

**Section 20.3.** The Union Shop Chairperson shall be permitted to use the bulletin boards for posting notices and announcements of official business. An adequate number shall be provided in suitable locations.

**Section 20.4.** Employees will be permitted to smoke in designated smoking areas only during rest periods, lunch periods, and before and after the Employee's shift.

**Section 20.5.** Schedule "1" covering job classifications and rates of pay is attached hereto and made a part of this Agreement.

Schedule "2" covering rules and regulations is attached hereto and made a part of this Agreement.

**Section 20.6.** The Company will deduct amounts from the pay of Employees for deposit with any bank or credit union accepting ACH transfers in accordance with the amount specified on the authorization form signed by the Employees, provided the Employees are on the seniority list.

**Section 20.7.** During the effective term of this Agreement the Company will pay seventy-five dollars (\$75.00) on a one time basis, to those Employees requiring new or replacement prescription safety glasses.

**Section 20.8.** The Company and the Union agree to a Labor Management Team (LMT). The function of the LMT will be to jointly promote and support a "team concept" that will focus on improved plant efficiencies, product quality, the development of Employee's skills, the environment in which we work and other issues of mutual interest affecting teams. The LMT will consist of five- (5)



Employees selected by the Union and five (5) Employees selected by the Company.

**Section 20.9.** The Company will replace worn out badges and non-prescription safety glasses that have not been abused when Employees turn them in. If an Employee forgets the Employee's safety glasses, the Company will issue a loaner pair of safety glasses. The Employee will not be charged for the glasses if the Employee returns them by the end of the next working day, provided this procedure is not to be used on a frequent or regular basis.

**Section 20.10.** Any employee who must leave work to seek medical attention for a work-related injury shall be paid for time lost from the Employee's regular shift on the day of the injury.

## **Article 21. Construction of Agreement**

**Section 21.1.** If any provisions of this Agreement are deemed to be illegal, this Agreement shall be considered divisible as to such provisions and such illegal provisions shall be inoperative. The remaining provisions of the Agreement, however, shall be valid and binding and of like effect as though such invalid provisions were not included herein. Such illegal provisions shall be construed to give Employees maximum rights permissible by law.

**Section 21.2.** Any policies or practices heretofore followed which are in any way inconsistent with any of the provisions of this Agreement are hereby revoked.

## **Article 22. Group Insurance Program**

**Section 22.1.** The parties have provided for a Group Insurance Program by Supplemental Agreement dated as of January 1, 2004, which Supplemental Agreement is attached hereto as Exhibit A and made a part of this Agreement as if set out in full herein, subject to all the provisions of this Agreement.

## **Article 23. Pension**

**Section 23.1.** The Company became a participating employer in the IAM National Pension Plan effective January 1, 1995. The Company agrees to contribute to the above mentioned plan for the duration of this labor agreement as follows:

<b>1/1/04</b>	<b>1/1/05</b>	<b>1/1/06</b>
<b>\$.75 per hour</b>	<b>\$.85 per hour</b>	<b>\$.95 per hour</b>

Benefit levels under the Franklin I.A.M.A.W. Pension Plan are frozen at \$14.50 per month per year of service. The Company will establish and administer a 401K Plan with no Company contributions to the plan.

## **Article 24. Termination**

**Section 24.1.** This agreement shall be in full force and effect for a period of three- (3) years commencing November 19, 2003, through November 18, 2006, and shall continue in force and effect from year to year thereafter unless written notice of desire to change, modify, or terminate is given by either party to the other not less than sixty- (60) days prior to the date of final termination

**Section 24.2 Interim Agreement** This agreement may be amended at any time by mutual agreement of the Company and the **current Bargaining Committee and the current Shop Committee**. Intention of amending will be submitted in writing to the other party by the party requesting to amend the agreement. The request, unless agreed upon, shall in no way affect or alter any provision, continuation, or renewal of the working agreement. Disagreements regarding the request shall not be reviewable under the grievance procedure nor **arbitrable**.

A "Request for Interim Agreement" shall be submitted for consideration to the other party. Prompt consideration shall be given to the request, and if requested to do so

within a reasonable period of time not to exceed thirty-(30) calendar days, shall discuss the proposal with the requesting party. Either party may terminate the discussion at will or, through written response, deny the request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at St. Cloud, Minnesota, as of the day and year first above written.

**ELECTROLUX HOME PRODUCTS**

St. Cloud, Minnesota

**Ron McCoy**  
**General Manager**

**Bruce Lake**  
**Director of Human Resources**

**Ruth Mohs**  
**Plant Controller**

**Ron Jaeger**  
**Director of Maintenance**

**Dave Zormeler**  
**Area Manager**

**Frank Buck**  
**Attorney/Labor Relations**

**Tim O'Rourke**  
**Associate General Council**

**Shelly Zimmer**  
**Sr. HR Generalist**

**DISTRICT LODGE #165  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

**Lewis Neuman Jr.  
Directing Business Representative**

**Jim Kiser  
Business Representative**

**Roger Flint**

**Janice Lehr**

**Lorraine Heinen**

**Kelly Fleming**

**Collen Murphy-Cooney**

**John Niewind  
Health/Safety Coordinator**

**Joe Schwegel  
Shop Chairperson - Full Time in Plant**

**Nancy LeMont**

## **SCHEDULE "1"**

**Section 1.** The starting rate for new Employees hired on or after November 19, 2003 will be two dollars sixty cents (\$2.60) below the rate for the applicable classification, excluding the top seven classifications listed in the Classification and Rate Schedule. Such rate will be increased as follows:

- (a) One (1) year after initial employment an increase of 30 cents per hour will be given.
- (b) Two (2) years after initial employment an increase of 35 cents per hour will be given.
- (c) Three (3) years after initial employment an increase of 50 cents per hour will be given.
- (d) Four (4) years after initial employment an increase of 70 cents per hour will be given.
- (e) Five (5) years after initial employment an increase of 75 cents per hour will be given.

Should the Company determine that the wage levels for new hires are not sufficient to attract the quality or quantity of personnel required, the Company may increase the wage or benefit levels.

For the first five- (5) years of a new hire's employment **the Employee's** rate will be progressed to the scheduled rate for General Production in accordance with (a) through (e) above. During this five- (5) year period **the Employee** will receive the difference between the rate for General Production and the rate for a classified job to which **the Employee** has been transferred or bid onto.

**Section 2.** It is understood and agreed Employees will receive the rate of pay for a job they have successfully bid onto after they have successfully completed the five- (5) work day trial period provided in Article 10, Section 10.1.

**Section 3.** Payment for work performed up to the end of the preceding work week shall be made on

Thursday of each week for 2nd and 3rd shift Employees unless payment is prevented by circumstances beyond the Company's control. First shift Employees will be paid on Friday, or earlier if circumstances require. Payment will be made at least two- (2) hours prior to the end of the shift.

**Section 4.** There shall be no piece work or bonus or like system in operation during the term of this Agreement.

**Electrolux Home Products - St. Cloud, MN**  
**Classification and Rate Schedule**

	EFFECTIVE		
	11/19/2003	11/15/2004	11/14/2005
	\$ -	\$ 0.20	\$ 0.20
<b>Tool &amp; Die Maker - Must be fully qualified machinist</b>	\$ 17.53	\$ 17.73	\$ 17.93
<b>Electronic Technician* - Must be familiar with solid state electronics, digital and analog circuits; able to install, maintain, and program all programmable control and related equipment; able to trouble shoot, repair, and calibrate industrial and production electronic controlled equipment, automated lines, robotic equipment, solid state circuit boards and modules, etc.</b>	\$ 20.13	\$ 20.33	\$ 20.53
<b>Maintenance Electrician* - Able to install and maintain all types of wire and conduit, install and maintain all electronic welders under the direction of the Chief Electrician and repair all electric motors and tools. Need not to be required to rewind motors.</b>	\$ 23.13	\$ 23.33	\$ 23.53
<b>Maintenance Mechanic** - Able to make, remodel and repair jigs fixtures, set up and repair buildings and machines. The determination of Maintenance Mechanics is to be determined between the Company and the Union.</b>	\$ 17.53	\$ 17.73	\$ 17.93
<b>Process Electronic Technician</b>	\$ 16.76	\$ 16.96	\$ 17.16
<b>Lift Truck Mechanic</b>	\$ 16.76	\$ 16.96	\$ 17.16
<b>Performance Tester</b>	\$ 16.76	\$ 16.96	\$ 17.16
<b>Horizontal Fabrication System Operator (Who Do Own Set-up)</b>	\$ 14.94	\$ 15.14	\$ 15.34
<b>Powder Paint System Operator (Who Do Own Set-up)</b>	\$ 14.94	\$ 15.14	\$ 15.34
<b>Upright Crating System Operator(Who Do Own Set-up)</b>	\$ 14.94	\$ 15.14	\$ 15.34
<b>Automatic Foam System Operator (Who Do Own Set-up)</b>	\$ 14.94	\$ 15.14	\$ 15.34

Automatic Foam Door System Operator (Who Do Own Set-up)	\$ 14.94	\$ 15.14	\$ 15.34
Tube Mill Operator (A) (Who Do Own Set-up)	\$ 14.94	\$ 15.14	\$ 15.34
Computer Controlled Tube Bender Machine Operator (Who Do Own Set-up)	\$ 14.94	\$ 15.14	\$ 15.34
Vertical Shell System Operator (Who Do Own Set-up)	\$ 14.94	\$ 15.14	\$ 15.34
Vertical Liner System Operator (Who Do Own Set-up)	\$ 14.94	\$ 15.14	\$ 15.34
Coextrusion Operator (Who Do Own Set-up)	\$ 14.94	\$ 15.14	\$ 15.34
Tube Mill Operator (B) (Who Do Own Set-up)	\$ 14.50	\$ 14.70	\$ 14.90
Finish Welder (Arc and Acetylene)	\$ 14.44	\$ 14.64	\$ 14.84
Final Metal Finish Repair	\$ 14.44	\$ 14.64	\$ 14.84
Touch-Up Painter	\$ 14.44	\$ 14.64	\$ 14.84
Vertical Shell System Metal Finisher	\$ 14.44	\$ 14.64	\$ 14.84
Refrigeration Repair	\$ 14.38	\$ 14.58	\$ 14.78
Metal Finisher	\$ 14.38	\$ 14.58	\$ 14.78
Compact Base Machine Operator (Who Do Own Set-up)	\$ 14.31	\$ 14.51	\$ 14.71
Horizontal Arm Measuring Machine Operator (Who Do Own Set-up)	\$ 14.31	\$ 14.51	\$ 14.71
Silver Solderer	\$ 14.31	\$ 14.51	\$ 14.71
Lift Truck Operator	\$ 14.30	\$ 14.50	\$ 14.70
Quality Auditor	\$ 14.27	\$ 14.47	\$ 14.67
Final Inspector	\$ 14.27	\$ 14.47	\$ 14.67
Plate Inspector	\$ 14.27	\$ 14.47	\$ 14.67
Compact Liner Fabrication Machine Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Compact Shell Fabrication Machine Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Sheet Metal Machine Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Plastic Machine Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Plastic Extruder Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67



Automatic Door Drill Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Power Tube Bender Machine Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Yoder Tubing Straightener & Cut-Up Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Bolder Machine Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Foaming Head Operator (Who Do Own Set-up)	\$ 14.24	\$ 14.47	\$ 14.67
Paint Stripper	\$ 14.24	\$ 14.47	\$ 14.67
Bonderite Operator	\$ 14.24	\$ 14.47	\$ 14.67
Spot Welder - Must be qualified to operate various machines in the department	\$ 14.10	\$ 14.30	\$ 14.50
Leak Tester	\$ 14.10	\$ 14.30	\$ 14.50
Horizontal Compressor Housing Installation Machine Operator (Who Do	\$ 14.17	\$ 14.37	\$ 14.57
Own Set-up)	\$ 14.17	\$ 14.37	\$ 14.57
Refrigeration Charger	\$ 14.17	\$ 14.37	\$ 14.57
Receiving Inspector	\$ 14.17	\$ 14.37	\$ 14.57
Inventory Clerk	\$ 14.17	\$ 14.37	\$ 14.57
Crating Department Biller	\$ 14.12	\$ 14.32	\$ 14.52
Refrigeration Tester	\$ 14.12	\$ 14.32	\$ 14.52
Insulator (Only those who place fiber glass batts in shells, doors and lids,	\$ 14.12	\$ 14.32	\$ 14.52
stuff door panels and wrap liners with fiberglass.)	\$ 14.12	\$ 14.32	\$ 14.52
Liner Caulker	\$ 14.12	\$ 14.32	\$ 14.52
Final Paint Inspector	\$ 14.07	\$ 14.27	\$ 14.47
Foam Platform Helper	\$ 14.07	\$ 14.27	\$ 14.47
Janitor	\$ 14.07	\$ 14.27	\$ 14.47
General Production	\$ 13.90	\$ 14.10	\$ 14.30
Starting Rate	\$ 11.30	\$ 11.50	\$ 11.70

\* Maintenance Electricians and Electronic Technicians holding a Minnesota Maintenance Electrician License or a Maintenance Class "A" Journeyman Electrician License will be paid an additional \$.25 per hour. Employees will only be paid for holding one of the two electrician's licenses.

\*\* Maintenance Mechanics holding a Minnesota Class "A" gas license will be paid an additional \$.25 per hour.

Employees certified to conduct formalized classroom training will be paid an additional twenty cents (\$.20) per hour (above regular classified rate) while conducting training.

Employees selected as Leadersons will be paid at least .25 cents per hour above the highest paid Employee working under them.

The wage rates set forth above are minimums. The Company may increase the rate for any classification over the listed rates.

## **SCHEDULE "2"**

**Section 1.** The following rules are hereby established governing the conduct of Employees during the life of this Agreement:

### **Minor Offenses**

1. Willfully and without either reason or excuse going to parts of the plant away from assigned working areas.
2. Failure to **clock in or out.**
3. Soliciting funds or selling tickets in the plant **for any commercial purposes.**
4. Failure of an **employee** to report an accident in **which the employee is involved.**
5. Failure, without reasonable excuse, to give the Company at least thirty- (30) minutes advance notice when unable to report for work as scheduled, including overtime.
6. Deliberate loafing.

The penalties for violation of the above rules are:

First Offense	Warning notice
Second Offense	Final warning notice
Third Offense	Three- (3) work day suspension.
Fourth Offense	Discharge

A warning notice of minor offense will be cleared from the Employee's record after six-(6) months.

When an Employee is discharged for a fourth minor offense and such discharge is appealed to arbitration, all pending offenses shall be subject to review in such proceedings.

### **Major Offenses**

1. **Insubordination, including refusal to carry out**

- work orders or instructions from Supervisors.
2. Hiding Company tools or parts or secreting them in places where they obviously do not belong.
  3. Violation of safety rules.
  4. Careless use of Company property.
  5. Defacing Company property, marking wash rooms, etc.
  6. Reporting for work under the influence of alcohol or illegal drugs, including abuse of legally prescribed drugs.
  7. Willful unauthorized entry on Company premises.
  8. Deliberately clocking another Employee in or out.
  9. Smoking in unauthorized places at unauthorized times.

The penalties for violation of the above rules are:

First Offense	Final warning notice
Second Offense	Five- (5) work day suspension.
Third Offense	Discharge

A warning notice of major offense will be cleared from the Employee's record after six- (6) months.

When an Employee is discharged for a third major offense and such discharge is appealed to arbitration, all offenses shall be subject to review in such proceedings.

### **Offenses Subject to Immediate Discharge**

**Employees who commit any of the following offenses are subject to immediate discharge. Generally, the Company will suspend an Employee believed to have committed such an offense pending investigation before discharging the Employee.**

1. Introduction, possession, or use of intoxicating liquors or **illegal drugs or drug paraphernalia** on Company premises.
2. Any willful damage to or unauthorized removal of property belonging to the Company or to **others**.
3. Committing any act of violence or **threat of violence**.
4. Giving false testimony in accident reports.
5. Willfully falsifying personnel or other records.
6. Having given false answers to questions in applications for employment, providing discharge is during first year of employment.
7. Conviction of a felony or of a crime involving moral turpitude.
8. Bringing any type of firearms onto Company premise.
9. **Violation of the Company's Harassment Policy.**

Before discharging an Employee, the Supervisor will discuss the matter with the Employee's Steward.

## **EXHIBIT A**

### **SUPPLEMENTAL AGREEMENT**

### **GROUP INSURANCE PROGRAM (2003)**

Electrolux Home Products, St. Cloud, Minnesota, hereinafter referred to as the "Company" and District Lodge No. 165, International Association of Machinists and Aerospace Workers (AFLCIO) hereinafter referred to as the "Union" on behalf of the Employees covered by the Collective Bargaining Agreement of which this is a part, agree as follows:

**Section 1.** The Company and the Union have agreed to a Group Insurance Program effective as of January 1, 2004, except as otherwise specifically provided in such

program, (hereinafter referred to as the Program) a copy of which is attached hereto as Exhibit A-1 and made a part of this Agreement.

**Section 2.** The benefits described in the Program require no contributions on the part of the Employees, except in the following instances:

- (a) Retired Employees may make contributions to continue HospitalSurgicalMedical Benefits as provided in Exhibit A1, Article II, and Section 3 (d).
- (b) During the term of this Agreement an Employee's monthly contributions to Hospital-Surgical-Medical Benefits are as follows:

Health Partners		2004	2005	2006
HP - A	Family Monthly	\$175.00	\$175.00	\$175.00
	Single Monthly	\$20.00	\$20.00	\$20.00
HP - C	Family Monthly	\$95.00	?	?
	Single Monthly	\$0.00		
HP - C2	Family Monthly	\$54.48	\$54.48	\$54.48
	Single Monthly	\$0.00	\$0.00	\$0.00
HP - D	Family Monthly	\$40.00	\$40.00	\$40.00
	Single Monthly	\$20.00	\$20.00	\$20.00
Dental Option1	Family Monthly	\$33.39	\$33.39	\$33.39
	Single Monthly	\$13.05	\$13.05	\$13.05
Dental Option2	Family Monthly	\$27.00	\$27.00	\$27.00
	Single Monthly	\$10.50	\$10.50	\$10.50
UMR 80/20	Family Monthly	\$251.82	N/A	N/A
	Single Monthly	\$27.98		

Employee medical premiums will be deducted on a pre-tax basis.

This Agreement and the Program described herein shall continue in effect until Midnight, November 18, 2006, at which time said Agreement and Program and any rights and benefits accrued thereunder, shall terminate and have no further force and effect and the Company shall have no further liability from and after said termination to make contributions for, or on behalf of, any Employee, Retiree, or

Dependent covered thereby.

**Section 3.** The Company will establish and administer a pre-tax FLEX plan for Employees.

**Section 4.** No matter respecting the Program described in this Agreement, nor any difference arising thereunder, shall be subject to the grievance and arbitration procedures established in the Collective Bargaining Agreement between the Company and Union of which this Agreement is a part.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 19<sup>th</sup> day of November, 2003.

**ELECTROLUX HOME PRODUCTS**  
St. Cloud, Minnesota

**Ron McCoy**  
General Manager

**Bruce Lake**  
Director of Human Resources

**Ruth Mohs**  
Plant Controller

**Ron Jaeger**  
Director of Maintenance

**Dave Zormeier**  
Area Manager

**Frank Buck**  
Attorney/Labor Relations

**Tim O'Rourke**  
**Associate General Council**

**Shelly Zimmer**  
**Sr. HR Generalist**

**DISTRICT LODGE #165**  
**INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS & AEROSPACE WORKERS**

**Lewis Neuman Jr.**  
**Directing Business Representative**

**Jim Kiser**  
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**Janice Lehr**

**Lorraine Heinen**

**Kelly Fleming**

**Collen Murphy-Cooney**

**John Niewind**  
**Health/Safety Coordinator**

**Joe Schwegel**  
**Shop Chairperson - Full Time in Plant**

**Nancy LeMont**



# **GROUP INSURANCE PROGRAM**

## **ARTICLE 1**

### **General**

#### **Section 1. Effective Date of Program.**

The benefits provided for under the Program shall become effective as of **January 1, 2004**, except where otherwise specified.

#### **Section 2. Eligibility Provisions.**

- (a) **Eligibility** - An Employee who has three (3) months continuous service and is on the seniority list shall be eligible on the effective date of the Program. Present Employees who have not completed three (3) months of continuous service will become eligible on the first of the month coinciding with or following fulfillment of such requirement. Eligible Employees who are laid off will be immediately eligible for reinstatement as of the first day worked following recall, provided they are otherwise eligible as stated above. Employees hired after the effective date of this Program will become eligible for benefits of this Program on the first of the month coinciding with or following three (3) months after employment date, subject to the conditions of the layoff provisions of the contract. Eligible dependents include only an Employee's spouse, unmarried children under nineteen (19) years of age, or up to twentyfive (25 years of age if regularly attending school full time and dependent solely on the Employee for support.
- (b) **Enrollment.** An eligible Employee electing to participate in the Program must complete an enrollment and beneficiary designation card.
- (c) **Layoff.** Benefits extend through the end of the calendar month following the month in which layoff takes place.
- (d) **Termination.** In case of termination of employment, Company contributions cease on the

date of termination.

- (e) Continuation on Sick Leave. If an Employee is eligible to receive benefits under Article II, Section 2 (Sickness and Accident Benefit) or absent from work due to accident or illness incurred from **the Employee's** job, the Company will continue to provide benefits during such period, but not exceeding twenty-six (26) weeks.

**Section 3.** Terms of Insurance Contract or Contracts to Determine Rights of Employees.

The terms and provisions of any insurance contract or contracts as outlined in issued certificates under which the benefits provided under the Program are made available shall govern and determine the rights of Employees covered under the Program. Accordingly, the Company will not be obligated to involve itself in any dispute over claims for benefits made by Employees under any insurance contract under which the benefits provided under the Program are made available, with such matters to be resolved between the Employees and the insurance carrier.

**Section 4.** The Company shall have the right to select the carrier to provide benefits as agreed herein, provided such benefits shall not be changed during the term of this Agreement.

## **ARTICLE II**

### **Group Insurance Benefits**

**Section 1.** Schedule of Life and Accidental Death Insurance.

Effective **December 1, 2003**, the amount of life and accidental death insurance for Employees who are eligible to participate in the Program shall be as follows:

- (a) Employees with more than three (3) months but less than three (3) years service:

**Life Insurance.....\$ 11,500.**

**Accidental Death Insurance.....\$ 11,500.**

- (b) Employees with more than three (3) years but less than six (6) years service:

**Life Insurance.....\$ 13,500**

- Accidental Death Insurance.....\$ 13,500**
- (c) **Employees with six (6) or more years service:**  
**Life Insurance.....\$ 17,000**  
**Accidental Death Insurance.....\$ 17,000**
- (d) **Retired Employees Life Insurance and Accidental Death Insurance:.....\$ 2000.**

## **Section 2. Weekly Sickness and Accident Benefits.**

- (a) After a qualifying period of three- (3) months continuous service, weekly sickness and accident benefits shall be as follows:
- (1) **Effective December 1, 2003 the weekly sickness and accident benefit will be two hundred thirty-five dollars (\$ 235.00) per week for all claims arising on and after December 1, 2003.**
  - (2) **Effective December 1, 2004, the weekly sickness and accident benefit will be two hundred-forty-five dollars (\$ 245.00) per week for all claims arising on and after December 1, 2004.**
  - (3) **Effective December 1, 2005, the weekly sickness and accident benefit will be two hundred fifty-five dollars (\$ 255.00) per week for all claims arising on or after December 1, 2005.**
- (b) Such benefit will be payable during continuous non-occupational total disability for a period not to exceed twenty-six (26) weeks in a twelve-(12) month period, or a total of fifty-two (52) weeks in a twenty-four (24) months. To be eligible for another twenty-six (26) week period the employee must return to work for at least two- (2) weeks before being eligible to

submit for additional benefit coverage.

- (c) If disability is due to accident, benefits start on the first day of disability.
- (d) If disability is due to sickness, benefits start on the fourth day of disability. However, if disability due to sickness extends beyond a period of four- (4) consecutive weeks, benefits for the first three- (3) days will be paid retroactively.
- (e) Employees entitled to benefits under the Minnesota Workers' Compensation laws where benefits are not payable for the first three- (3) days will be paid the same amount as the daily benefit payable under Weekly Sickness and Accident Benefits.

### **Section 3. Hospital Surgical Medical Benefits.**

- (a) The group hospital-surgical-medical insurance plan in effect immediately prior to the signing of this Agreement, including modifications made thereto by the parties as outlined in the Memorandum of Agreement dated **November 19, 2003**, is continued in this Agreement.
- (b) Any Employee participating in an alternate plan, (such as an HMO) in lieu of the Company sponsored medical plan, the Company shall pay the premium cost of the alternate plan over the Employee contributions towards medical insurance premium.
- (c) On or about each December 1st the rates to be effective on the following January 1st for the ensuing year, for the Company sponsored medical plan and any alternate plan, will be published. During the month of December each year all Employees will be eligible to either: a) continue their enrollment in the plan under which they

presently have coverage, or b) elect coverage in another plan, in accordance with the terms set forth above.

- (d) Retirees will be eligible for insurance coverage under this Section 3 (Hospital-Surgical-Medical-Benefits) as long as each such Retiree fully reimburses the Company for the monthly premium.
- (e) The provisions of the hospital-surgical-medical plan provide for coordination of benefits for active and retired Employees.

## Letter of Agreement

The parties have mutually agreed with this Letter of Understanding to the following terms, which were reached during contract negotiations October-November, 2000.

### Joint Committee on Health Care Costs and Quality

The Company and the Union are committed to ensuring the employees have access to cost effective, quality health care coverage. Because of their ongoing concern about the quality of health care and costs, the parties agree to a Joint Committee on Health Care Costs and Quality. The Committee will have an equal number of representatives, including a co-chair, from each party. When appropriate, health care experts and representatives from the Company's health plans will be invited to attend Committee meetings. Each party may have their benefits consultants and advisors attend Committee meetings. The Committee will meet at least four times each year to discuss issues related to the health care program. The Committee also will meet with health care providers to express the parties' interest in obtaining quality health care at affordable prices. Among the topics that the parties will consider and discuss are:

- Cost under the Traditional Medical Plan and coordinated care plans.
- Overall plan design.
- Cost management programs to address specific cost areas.
- Measurement tools for evaluating health plans, including accreditation from a nationally recognized group such as the National Committee for Quality Assurance (NCQA) or the Foundation for Accountability (FACCT).
- Benchmark data from other employers.
- Opportunities to work with other employers, unions or other parties interested in obtaining quality health care at affordable prices.

Signed and dated this 23 day of MAY, 2001.

  
Mike Noll  
Plant Manager  
Electrolux Home Products North America

  
Lewis Neuman, Jr.  
Directing Business Representative  
International Association of Machinists  
and Aerospace Workers  
District 165

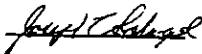
### TEMPORARY AGREEMENT

It has been agreed between the parties that tool and equipment bench repair will be performed by maintenance mechanics.

Each of the four crews will have one (12) hour shift mechanic assigned with this as their primary responsibility. The individual assigned will be chosen by highest seniority volunteer first, and then by lowest seniority assignment.

This agreement will be in effect for the period of beginning Tuesday, February 1, 2000 through the end of the current working agreement.

For the Union



Date: 1-26-00

for the Company



Date: 1-26-00

November 10, 2003

Mr. Lewis Neuman Jr.  
Directing Business Representative  
District Lodge #165-IAM  
St. Cloud, MN 56303

RE: Supervisors & Bargaining Unit Work

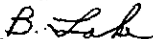
Dear Mr. Neuman,

During the 2003 negotiations, the parties had extensive discussions concerning the proper application of Section 11.1, the supervisors working clause. The Company acknowledged that it was not its intent or desire to have supervisors performing work on a regular basis or for extended periods. In particular, the Company's business interest is for supervisors to perform supervisory functions and to have production and maintenance employees perform the production and maintenance work.

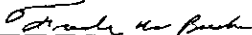
Both parties agreed that the purpose of Section 11.1 is to ensure that supervisors do not displace bargaining unit employees, either from a regular full-time position or from overtime opportunities. If, for example, it is found that a supervisor has been regularly performing a production job, particularly when employees are on layoff, a bargaining unit employee should be hired or recalled to perform the work.

Both parties also agree that Section 11.1 should not be used as or become a basis either for abuse or unnecessary conflict. Therefore, the Company agrees to act promptly to stop violations of the clause, and the Union acknowledges that actions by supervisors such as instruction or training bargaining unit Employees, filling in for urgent bathroom breaks, relocating product or equipment & taking care of unanticipated parts shortages when no bargaining unit employee is available and to maintain safety, should not be the subject of grievances.

Sincerely,

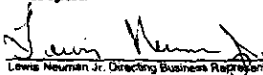


Bruce Lake  
Director of Human Resources



Frank Buck  
Attorney/Labor Relations

It is so agreed:



Lewis Neuman Jr. Directing Business Representative District 165 IAMAW



## Tubing Department Non-Traditional Shift Coverage

Per Article 7, Section 16 of the current Working Agreement, the Union and the company agree to establish Non-traditional shift coverage for the tubing department. It is understood that this agreement is intended to address the need for increased production of tubing through the implementation of a Non-Traditional shift. Implementation of such coverage will not be the basis for the decrease in the workforce on the traditional shifts in the tubing department.

### I. Definitions.

1. The tubing department will consist of two distinct, separate work entities: a traditional (T) shift and a non-traditional (NT) shift.
2. The traditional shift will include three crews (first, second and third shifts) to work traditional shift hours as defined by the Working Agreement.
3. The non-traditional shift will include two crews (Y and Z). Each crew will follow a thirty-two (32) hour schedule based on a forty (40) hour workweek (scheduled for 32 hours, paid for 40 hours).

### II. Schedule of Work Hours (NT Tubing).

Crew Y:     3:00 p.m. to 11:00 p.m. Friday  
              11:00 a.m. to 11:00 p.m. Saturday  
              11:00 a.m. to 11:00 p.m. Sunday

Crew Z:     11:00 p.m. to 11:00 a.m. Saturday  
              11:00 p.m. to 11:00 a.m. Sunday  
              11:00 p.m. to 7:00 a.m. Monday

### III. Definition of workweek.

1. The payroll week for the Non-Traditional shift employees will begin at 3:00 p.m. Friday and end seven (7) days later at the same time.
2. To be eligible for the eight- (8) hour incentive pay, non-traditional shift employees must work all of the thirty-two (32) hours scheduled. Vacations, holidays and all other protected time off will qualify non-traditional shift employees for the eight- (8) hour incentive pay. Tardies of less than two (2) hours will not result in the loss of incentive pay.
3. In the event of a short-term layoff of less than thirty-two (32) hours scheduled, non-traditional employees will be eligible for the eight- (8) hour incentive pay.

IV. Overtime Premium.

1. Non-traditional crews shall be paid one and one-half (1 1/2) times the regular wage rate for work performed outside of their non-traditional shift on the fourth day of the non-traditional workweek.
2. Non-traditional crews shall be paid two (2) times the regular wage rate for work performed outside their non-traditional shift on the fifth day of the non-traditional workweek.

V. General Provisions.

1. Non-traditional employees will receive holiday pay as follows. Twelve (12) hours will be paid on holidays that fall on Saturday or Sunday. Eight (8) hours will be paid on holidays that fall on Monday through Friday.
2. Non-traditional shift employees will only be allowed to take off holidays that fall on their non-traditional schedule.
3. Vacations for non-traditional employees will be deducted in days not hours.
4. Non-traditional employees will be paid for twelve (12) hours when taking a full day of vacation and six (6) hours when taking a half-day of vacation on days when twelve hours are scheduled. Non-traditional employees will be paid eight (8) hours when taking a full day of vacation and four (4) hours when taking a half day of vacation on days when they work the eight (8) hour schedule.
5. Unless otherwise provided for in this agreement, provisions of the current Working Agreement will apply to non-traditional operations.
6. The parties of this agreement agree to meet within ninety (90) calendar days to determine if there is a need to revise, modify or terminate this agreement.
7. Revisions or modifications to this agreement shall be by mutual agreement of the Union and the Company.
8. Non-traditional shifts will be provided three (3) ten (10) minute breaks and one (1) twenty (20) minute paid lunch on days in which twelve (12) hours are worked. Non-traditional shifts will be provided two (2) ten (10) minute breaks and one (1) twenty (20) minute paid lunch on the day they work an eight (8) hour schedule.
9. Non-traditional shift employees will be paid within the first four- (4) hours of the start of their workweek.
10. In the event there is an excess of tubing and/or manpower during non-traditional shift hours traditional shift employees will be offered the opportunity to take vacation or voluntary time off. Traditional shift employees choosing voluntary time off will not have such time off negatively effect their attendance points or point earning cycle.
11. Non-traditional shift employees will only be allowed to fill out shift preference cards for the other non-traditional shift.

### Letter Of Agreement

The Union and the Company mutually agree to this letter of understanding arrived at during special negotiations during April and May of 2001.

#### Non-Traditional Shift / Tubing Department

The Company and the Union are committed to becoming the low cost provider for freezers to our customers. A non-traditional shift in the tubing department has been established in order to help obtain this goal. The Union and the Company mutually agree to abide by this attached agreement. It is also agreed that provisions regarding hours of work, rate of pay and other issues can not reasonably take effect until the conclusion of the training period and the non-traditional shift employees have been moved to their non-traditional shift positions.

Signed and Dated 1 day of June 2001.

Company

[Signature]  
[Signature]  
[Signature]  
[Signature]

Union

[Signature]  
[Signature]  
[Signature]  
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**TEMPORARY AGREEMENT  
BETWEEN  
ELECTROLUX HOME PRODUCTS  
ST. CLOUD, MINNISOTA  
AND DISTRICT LODGE #165 - IAM**

It has been agreed between the parties to compensate employees working Sunday under the 7 Day Work Schedule in the Maintenance and Tooling Department as follows:

1. An Employee working either a schedule or a non-scheduled Sunday will be paid two (2) times the Employee's straight time hourly rate for all hours worked on such Sunday, provided he is otherwise eligible.
2. To be eligible for double time pay for hours worked on a scheduled Sunday, the Employee must work the scheduled hours on such Sunday. The Employee must also work his full regular schedule for the affected work week. (vacation, funeral leave, etc., where wages are paid, is considered time worked - including Sunday). If the Employee does not work his full regular schedule for the affected work week, hours worked on Sunday will be paid in accordance with the collective bargaining agreement (7.15).
3. Employees working a non-scheduled Sunday will be eligible for double time pay hours worked on Sunday Day Shift and Saturday Night Shift only.
4. This Agreement will be in effect for the period beginning Saturday, October 28, 2000 through the end of the current Working Agreement, Sunday, October 19, 2001.
5. This Agreement supersedes the Agreement signed by the representatives of the parties on August 27, 1999.

For the Union

For the Company

Louis Navarro, Jr.

Bill Taylor

Date: 10-25-00

Date: 10-25-00

# 2004

S	M	T	W	T	F	S	S	M	T	W	T	F	S
<b>JANUARY</b>							<b>JULY</b>						

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**FEBRUARY**

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**SEPTEMBER**

**APRIL**

**OCTOBER**

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**JUNE**

**DECEMBER**

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# 2005

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# 2006

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							31							

Electrolux Home Products  
701 33<sup>rd</sup> Avenue North  
St. Cloud, MN 56303  
Telephone 1-320/253-1212

**EMPLOYEE CALL-IN NUMBER 320/253-7000**

Local Lodge 623  
1903 4<sup>th</sup> Street North  
St. Cloud, MN  
Telephone 1-320/251-8732

District Lodge 165  
1903 4<sup>th</sup> Street North  
St. Cloud, MN  
Telephone 1-320/252-4654