

3634

1,800 workers

WORKING AGREEMENT

June 11, 2005 to June 14, 2008

BETWEEN THE

**ELECTROLUX MAJOR APPLIANCES NORTH AMERICA,
LAUNDRY DIVISION**

Webster City Plant

And

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

Local Number 442

77 pages

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AGREEMENT

This agreement is entered into this **eleventh** day of June **2005**, between **Electrolux Major Appliances North America, Laundry Division** (Webster City, Iowa Plant), hereinafter referred to as the "Company", and the **United Automobile, Aerospace and Agricultural Implement Worker's of America (U.A.W.)**, and it's local No. 442, hereinafter referred to as the "Union" as follows:

ARTICLE 1 PURPOSE

It is the intent of the parties that this contract will constitute the complete agreement of the parties hereto, and that no additions, waivers, deletions, changes, or amendments shall be made during the term of this contract, except where specific contractual language provides for mutual agreements between the Company and the Bargaining Committee during the term of the Contract. Any alteration other than that expressly provided for in the Agreement, shall be implemented only in the case of written agreement and membership ratification. Further it is the intent of the parties that this Agreement is entered into for the mutual benefit of the employees, Union, and the Company. To this end we commit ourselves to the pursuit of ever greater accomplishments regarding quality, customer service, safety, job security, productivity, and return on investment. The parties to this agreement will collectively achieve success and prosperity only through a cooperative environment and mutual commitment. Employees will not be laid off should the continuous improvement process (i.e., Kaizen, work teams, etc.), result in the elimination of a job or process.

ARTICLE 2 RECOGNITION

A. In conformity with the Labor-Management Relations Act, the Company recognizes the Union as the sole and exclusive bargaining agent for all employees, hereinafter defined, respecting rates of pay, hours of work, and other conditions of employment. The Company will inform new employees within the bargaining unit that Local No. 442 U.A.W. has been recognized by contract as the Collective Bargaining Agent for the bargaining unit described in this Article, and will provide such new employees with a copy of this collective bargaining agreement.

B. If and when local, state, and federal laws all make same permissible, the parties agree that it shall be a condition of employment to become and remain a member of the Union in good standing, following the completion of a specified probationary period.

C. "Employees" as used in this agreement means employees of the company at its plant in Webster City, Iowa (including any department of the present plant moved to a new location within a **100** mile radius), including all production, service, and maintenance employees, but excluding guards, office clerical employees, and professional and supervisory employees as defined in the N.L.R.A as amended.

D. The term "Company" includes affiliated organizations and persons in charge of the management thereof.

E. For the purpose of this agreement, the term "Company" or "Employer" shall mean, **Electrolux Major Appliances North America, Laundry Division, Webster City Plant**, and its successors and assigns.

F. The Company and the Union agree to jointly develop and provide an orientation program for all new employees. The Union shall be given a one hour time period during orientation to explain Union membership.

ARTICLE 3 NON-DISCRIMINATION

The Company and the Union agree not to discriminate against any individual with respect to rates of pay, hours of work or conditions of employment, or membership in or representation by the Union, because of such individual's race, color, sex, religion, age, national origin or disability.

The Company and the Union agree that as a continuing process, affirmative action is to be taken to assure that all individuals are to be afforded equal treatment, without regard to race, creed, religion, political affiliation, color, sex, age, family relationship, national origin or disabilities 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.

The Company and the Union agree to follow the provisions of the Americans With Disabilities Act or any similar state or local legislation, and recognize that from time-to-time, the Company will reasonably accommodate disabled employees within the confines of this Agreement.

ARTICLE 4 STRIKES AND LOCKOUTS

During the term of this agreement, there shall be no strikes by the Union or lockouts by the Company. Should any grievance or dispute arise regarding the meaning or application of the terms of this agreement, they shall be processed through the grievance procedures provided in this collective agreement.

ARTICLE 5 MANAGEMENT RESPONSIBILITIES

It is the purpose of the Company and the Union to establish harmonious relations and to cooperate in carrying out the provisions of this Agreement for the welfare of the Company and its employees.

The Company retains the sole right to manage its business, including the right to decide the number and location 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, quantity, the processes of manufacturing, location of production, to maintain order and efficiency in its plants and operations; to determine fair and reasonable production standards, and 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 6 CHECK-OFF

A. The Company agrees to honor dues deduction authorizations, reinstatement and initiation fees, providing they are in forms selected by and furnished employees by the Union, and comply with local, state, and federal laws as interpreted by the courts. Dues shall be deducted from pay due for the second pay period of each month and, whenever necessary, deducted from the vacation check. Whenever possible, dues and fees shall be submitted to the Financial Secretary of the Union by the 20th of each month.

1. The Company will check off from wages, the regular monthly V-CAP contributions for any employee who voluntarily authorizes such deductions in writing on a form provided by the Union. The amount deducted each month will be paid to the Financial Secretary of the Union by the end of the month. The Union will save the Company harmless from any liability resulting from the application of this provision.

2. When an employee is reinstated following lay-off, military service, or any other authorized leaves of absence, deductions of Union dues shall be resumed in accordance with prior authorizations.

3. The Union will provide monthly to the Company a list of employees who did not have dues deducted. The Company will then indicate which employees have returned to work. The Company will provide a list of employees who have had dues deducted **and shall provide the information on computer disk**. This will be done on a monthly basis.

B. The Union shall indemnify and hold the Company harmless against claims of employees and their spouses by reason of amounts deducted by the Company to the Union.

C. During the life of this agreement the Company agrees to make deductions duly authorized by the Credit Union, and to forward such sums to the Treasurer of the Credit Union.

D. Each year in the months of January and June the Company will furnish the Financial Secretary of the Union and the Bargaining Committee a seniority list of all employees

including their current address as shown in the Company records. Employees shall promptly notify the Human Resources Department of any change in their addresses and telephone numbers.

E. **Three** copies of the seniority list will be posted. One will be posted near the North entrance, **one in final packaging, and one in the press department.** The Company will furnish the Bargaining Committee with an up-to-date seniority list every four (4) months (September, January, and May). The list will include employee classification, clock number, department, seniority date and pay rates. The Company will also disclose to the Union at any time the actual wage being paid each employee.

ARTICLE 7 UNION REPRESENTATION

A. The Company agrees the Union shall be represented by a Bargaining Committee, Safety Committee, chief stewards, and departmental stewards.

B. Chief Stewards

1. There shall be four (4) chief stewards on first shift, three (3) chief stewards on second shift, and two (2) chief stewards on third shift.

C. Department Stewards

1. There shall be one departmental steward for each department on each shift. However, should there be less than ten (10) employees in a department, on a shift, the chief steward of the respective area shall represent that department.

D. Bargaining Committee

1. The Bargaining Committee shall not be more than five (5) people elected by the rank and file. This Committee will be full time. One (1) member of the Bargaining Committee shall be designated by the Union as Committee Chair and one (1) as Vice-Chair.

2. Employees elected to the Bargaining Committee will be assigned to department 410.

3. Bargaining Committee members will be returned to their former department, shift, classification, and job upon the conclusion of their term of office. If necessary the least senior employee in their former department, shift, and classification will be reduced in order to create an opening for their return.

4. Bargaining Committee members will be compensated on the basis of forty hours per week at the rate of the position that they left when elected. When Bargaining

Committee members are committed to duties other than plant employee representation or are out of town, they shall request a Leave of Absence.

5. The Company will provide an office for the use of the Bargaining Committee.

6. The Bargaining Committee will participate in Labor/Management Team meetings and other mutually agreed upon meetings on a regular basis. **The Bargaining Committee will also meet with the Plant Manager and the Human Resources Manager on a weekly basis to determine any actions needed by the Committee for the following week to improve the overall best interests of the Webster City Laundry facility (such as reduction of scrap, safety improvements, line rate changes, new product introduction, product quality, absenteeism, training, drug and alcohol abuse, etc.).**

E. General Provisions

1. In the absence of a department steward the chief steward would assume the duties. In the absence of the chief steward, the department steward would assume the duties. In the absence of both, a Bargaining Committee Representative would assume the duties.

2. All elections and areas of responsibility will be the responsibility of the Union.

3. There may be additional chief stewards or departmental stewards elected when the Company and the Bargaining Committee mutually agree a need exists.

4. The Company will not transfer any union official(s) from one shift, area, or department to another so long as work remains in the department that they are qualified to perform.

5. The Union Safety Committee shall consist of three (3) members. One (1) member shall be delegated as chairperson. The Union Safety Committee will function under Article 19 of this working Agreement.

6. The Company shall provide the Union with a current list of facilitators designating the area of responsibility. The Union shall provide the Company with a current list of Bargaining Committee members, chief stewards, and department stewards, designating their areas of responsibilities. All departments shall be covered within this listing. Both parties agree to keep the other party informed in writing, of any change.

ARTICLE 8 SENIORITY

A. Probationary Period

1. All employees shall be on probation for the first **90** calendar days following employment. During this time the Company maintains sole discretion regarding *termination or continuation of employment*.
 - a. A probationary employee whose performance is found unsatisfactory will be immediately removed from the employment roll and the Bargaining Committee Chair notified in writing.
 - b. Any extension of the probationary period shall be by mutual agreement only, between the Bargaining Committee and the Company.
 - c. Upon successful completion of the probationary period, the seniority date of an employee will date back to the date of hire.

B. Increase In Work Force

1. When it becomes necessary to increase the number of permanently assigned employees in a department, the following procedure will be utilized:
 - a. Employees with recall rights to the classification, department, and shift will be listed in seniority order.
 - b. If the opening is for an operator and there are unassigned employees on that shift, such names will be incorporated into the list in seniority order.
 - c. Placements to fill such openings will progress in descending seniority order.
 - d. If there are no employees with rights to the position through provisions of the above procedure, the opening will be filled through the job bidding procedure.
 - e. If the above provisions do not result in the filling of the opening, the Company may assign an unassigned employee or new hire to the position.
2. Eligibility for recall rights shall operate as follows:
 - a. By seniority, employees reduced from their original shift, classification and department shall have recall to the same. Permanently assigned employees who have been reduced from a shift and classification within a department shall have recall rights to their classification or **the lowest paid classification in that department when an opening (permanent or temporary) occurs in their home department and on that shift. An employee who accepts a temporary position in**

his or her home department and shift is not disqualified from recall to his or her permanent classification in that department.

b. Employees have a right to be recalled to their home department, shift and classification. Employees may be recalled to **the lowest paid classification on their original shift, and still retain recall rights to the lowest paid classification in their original department, and then to their original classification.**

c. Home departments are established, maintained or altered as follows:

i. An employee completes his or her probation within a particular department shift and operator classification, or has been placed on a permanent job that has been processed through the provisions of this Agreement.

ii. Due to displacement or reduction, an employee becomes eligible for recall consideration to a department and shift in addition to the existing home department. In such cases, employees will have an option to retain their home department of record or declare the department they are being reduced from as their new home department.

iii. No employee will have more than one home department.

iv. In case an employee declines recall rights to their home department and shift, their assigned department will become their new home department.

3. Employees eligible for recall to a classification beyond the **lowest paid classification** who have declined the **lowest paid classification** opportunity on their original shift, shall no longer be eligible for the **lowest paid classification** option. However, these employees shall retain the right for recall to their classification, department, and shift until such time that these rights are exercised or declined.

4. Employees accepting recall to **the lowest paid classification** opening may subsequently accept recall to their department and classification or decline recall rights and remain in the department **in the lowest paid classification.**

C. Decrease in Work Force

1. When it becomes necessary to reduce manpower within a department due to lower production schedules, a change in manufacturing methods, or the return of an employee from leave of absence or disability, the following line balancing procedure shall be utilized:

2. At the time that a department identifies the need to reduce its force, it will establish the number of employees needed in each classification on each shift.

Employees who have bid temporarily to a job shall be the first reduced if that classification is affected.

3. Employees who do not have sufficient seniority to retain their classification and/or shift will be listed as departmental unassigned.

a. Employees who have seniority to retain their department and shift but have had their jobs eliminated will have a choice of openings in line with their seniority.

4. Unassigned employees within a department will be given an opportunity to displace the least senior employee in the lowest paid classification in the department or retain their classification by accepting assignment in their classification to another shift in their department. If the employee does not have sufficient seniority to retain their department as outlined above, they will have the following choices in line with their seniority:

a. Employees will have a choice in line with their seniority of departments with openings for operators on their shift. If no openings exist, the employee may displace the least senior operator on their shift.

b. Employees shall have the opportunity to remain in their department, on another shift, by accepting an operator opening; or if no openings exist, displace the least senior operator in their department, on another shift.

c. Employees will have a choice in line with their seniority of departments with operator openings on any shift. If no openings exist, the employee will displace the least senior operator plant wide.

d. When there is more than one employee unassigned at any stage of the process, assignments will be made in descending seniority order, first within the department, secondly within the shift and finally plant wide. Actual movement of affected individuals will occur in seniority order within the department.

5. The Company and the Bargaining Committee shall meet to discuss any plant-wide reduction and corrections shall be made as needed, provided that such discussions do not delay the implementation of the reduction.

D. Short Term Layoffs

1. A short term layoff shall be defined as an interruption or temporary reduction of work performed within the department or plant which does not exceed **twenty (20)** working days, and requires a reduction of employment levels during that period.

a. Short term layoffs, which shall not exceed **twenty (20)** days, will be on a voluntary basis within the department and shift. The opportunity to work for the duration of the short term layoff shall proceed from the most senior to the least

senior employees within the classification. If there is an insufficient number of employees available in the classification the following seniority based canvassing system will be used:

1. Qualified in the department
2. Qualified employees in the group

If there is still a need for additional employees the least senior qualified may be required to work in the same sequence as above.

- b. Probationary employees shall not be worked during a short term layoff exceeding 1 day within a department and shift, if there are seniority employees available who are qualified to perform the work.
- c. Employees who are transferred or assigned to a department other than their own, during a workday, will remain in that department for the remainder of the shift in the event of a layoff in the department they were transferred from. Employees will be returned to their home department if a layoff occurs in the department they were transferred to.
- d. Employees affected by short term layoffs shall retain all seniority and benefit rights. The Company will not contest claims for unemployment benefits for employees so affected.

E. Long Term Layoffs

1. A long term layoff shall be defined as a condition which results in a reduction of employment levels, within the plant that exceeds **twenty (20)** working days.
2. In such cases the Chairperson of the Union Bargaining Committee shall be forwarded a list of the employees to be laid off and a list of these employees will be posted no less than seven (7) calendar days before the effective date of the layoff.
3. Seniority shall be the sole basis for layoffs, and recalls from layoffs, provided however that in the case of skilled trades jobs employees must be qualified to perform the work in an efficient manner. **The Chairperson of the Union Bargaining Committee shall be forwarded a list of employees as they are recalled to the plant.**
4. Employees called back to an opening in the plant shall have subsequent recall rights to the shift, department, and classification from which they were laid off as provided in Section B2 of this Article.

F. Seniority Preference

1. Long Term Layoff

a. Bargaining Committee members, chief stewards, and departmental stewards shall be given seniority preference over employees of their respective plant, group or department as regards to long term layoff.

2. Short Term Layoff or Reduction in Work Force

a. At the time of a short term layoff, temporary or permanent reduction in force, departmental stewards shall be retained to perform necessary work within the department and shift, so long as they are qualified to perform the required tasks.

b. Chief stewards shall not be laid off as long as any department in their group on their shift continues to have work available for which they are qualified. If only one position exists the department steward will remain before the chief steward.

G. Seniority Credit

1. An employee's seniority shall terminate if the employee is laid off for a period of time equal to the length of service prior to layoff, or for a period of thirty-six (36) consecutive months, whichever is less.

a. Employees shall be recalled in order of accumulated seniority prior to the hire of new employees.

b. Employees on layoff are responsible for notifying the Human Resources department of any changes in address or telephone numbers during a layoff.

c. Employees shall at the time of recall be contacted by telephone. If attempts for telephone contact are unsuccessful, a certified restricted letter will be sent informing the employees on layoff of reporting dates and times. Such employees shall have two (2) working days, following receipt at the last known address, to contact the Company concerning his or her return to active employment.

2. Employees off work for illness or injury will retain their seniority for one (1) year. Seniority will be extended for a second year, provided the employee furnished proof of ability to return to work prior to the end of the second year. Seniority will be extended for employees with 5 or more years of service for a third year, provided the employee furnishes proof of ability to return to work prior to the end of the third year. Proof of disability beyond the first and second year must be furnished to the Company prior to the end of each extended year of disability. The Company will continue to pay group insurance premiums for the first year of disability. If the employee qualifies for a second and/or third year of seniority retention, outlined above, group insurance will be continued for those years, provided the employee pays

the premium by the first of each month. Also, the job of any such employee who qualifies for a second and third year of seniority retention shall be subject to permanent bid. Any employee for whom the Company has paid one (1) year of insurance premiums under this Section must work six (6) months before any further eligibility for such insurance premium payments.

- a. Employees off work for extended and/or repetitive periods may not be suited for continued employment with the Company. Such cases will be discussed with the Bargaining Committee prior to any action.
 - b. The Company may require employees off work for extended or repetitive periods be examined by a physician selected by the Company to determine an employee's ability to return to work in the plant.
 - c. Seniority shall accumulate during layoffs, and while on leave of absence for sickness or other reasons. This provision does not apply to employees during their probationary period.
3. Employees promoted to salaried positions or temporarily assigned to a non-bargaining unit position shall not accumulate bargaining unit seniority during this time. Such employees may subsequently return to the bargaining unit and take an open position or displace the least senior operator on the shift that their bargaining unit seniority entitles them.
- a. Employees so promoted are not eligible to return more than twice to the bargaining unit in any contract term.

H. Medical Placement

1. Employees, who have completed their probationary period, that suffer on-the-job injuries or permanent partial disability, which result in an inability to perform their assigned job shall be returned to work at such jobs, in line with their seniority, as they are capable of performing, as certified by a physician.
2. In such cases the nurse, Safety Manager, Work Comp Administrator, Case Manager, or occupational specialist shall work with the departmental steward, chief steward, or a bargaining committee representative in order to place such employees within the respective department, group, or plant wide as hereinafter provided. The facilitator of the department being considered for placement shall accompany them to provide input as to the job content and physical demands that a potential position may entail. The procedure shall be as follows:
 - a. They shall be placed into a permanent operator classification opening which meets their restrictions in their department on their shift, if there are no employees with recall rights to the opening. If no opening exists, they will displace the least senior operator in their department on their shift whose job they can perform

according to their restrictions as issued by a physician. If there are no operator positions in the department, they will displace the least senior in the lowest paid classification in their department on their shift whose job they can perform according to their restrictions as issued by a physician.

b. If such a job is not available, they shall be placed into a permanent operator classification opening which meets their restrictions in their group on their shift, if there are no employees with recall rights to the opening. If no opening exists, they will displace the least senior operator in their group on their shift whose job they can perform according to their restrictions as issued by a physician.

c. If such a job is not available, they shall be placed into a permanent operator classification opening which meets their restrictions on their shift, if there are no employees with recall rights to the opening. If no opening exists, they will displace the least senior operator on their shift whose job they can perform according to their restrictions as issued by a physician.

d. If the aforementioned steps do not result in a suitable position, plant wide jobs will be reviewed and the employee may be placed into a suitable position in line with their seniority.

e. Once an employee has been medically placed into a position they shall not be subject to subsequent displacement under this procedure.

f. Employees with medical restrictions shall not be considered for overtime, shutdown, or inventory work that does not clearly fall within the scope of their restrictions. It is management's responsibility to review such situations and make a determination in each case as to the ability of the restricted employee to perform the full scope of the work involved.

g. All restrictions will be in writing from a Company approved certified physician. Any changes or clarification of such restriction must also be in writing from the Company approved certified physician.

h. Employees with temporary restrictions will return to their former shift, department, classification and task upon expiration of their restrictions.

i. Employees who are displaced under the medical placement procedure shall return to their former shift, department and task.

I. General Provisions

1. Any employee not contacting the company for three (3) or more consecutive work days to report an absence shall be considered a voluntary quit. If the absence was due to an illness or injury and the employee wishes to have the absence covered by S&A, a doctor's certificate must be furnished to document the medical condition. Proof of

illness or injury shall not waive the three (3) days without notice provision; such employees will be considered as having voluntarily quit.

a. Employees, due to return from periods of disability or at the onset of disability must meet the above provisions and supply medical documentation including a projected return to work date.

2. If more than one person has the same seniority date, their names at the time of hire shall be listed on the seniority list in alphabetical order. Identical names will be decided by lot, if necessary. The seniority order of employees hired before June 11, 1990 shall remain in the order that was established at the time of their hire.

3. Unassigned employees will be the least senior employees within the department and classification.

ARTICLE 9 JOB BIDDING

A. Openings shall be processed through the job bid procedure when:

1. The Company creates a new job.
2. Openings are not filled by Increase/Decrease in workforce provisions.
3. An employee accepts a bid to another job.
4. An employee leaves the Bargaining Unit.
5. An employee terminates employment.
6. There are no employees with recall to the opening.
7. An employee is permanently restricted from a job.
8. Openings in the operator classification are not filled through the provisions of Article 9, Section F5.

B. Job Bid Administration

Should it be determined that a job bid is necessary after review of Section A, a written job bid will be prepared and subsequently posted on the second workday of the following work week. Bid sheets will be posted in three (3) areas of the plant and shall remain posted for a period of two (2) work days.

1. The job bid shall include the job bid number, classification, rate of pay, department, shift, SWC number, and the date and time of posting. Information concerning the safety conditions, safety training, environmental conditions, physical demands, tools and equipment used and essential job functions shall be provided within the job bid packet. Standardized Work Charts (SWC's) will be made available in the appropriate departments.

2. Employees may bid on up to three (3) jobs during any one week. Should more than three (3) job bids be signed in any one (1) week that employee shall not be considered for any bids in that week.
3. The successful bidder on any job must be present to claim the job within five (5) working days after the job is scheduled to be filled.
4. Successful bidders shall be transferred to the opening on the second Monday following the removal of the job bid postings.
 - a. Successful bidders to a weekend crew shall be transferred to the opening on the second Saturday following the removal of the job bid postings.
 - b. If the employee is not moved to their job bid on the designated day, the Company shall pay the employee for all scheduled overtime that the employee would have worked on that job, and will pay the employee the higher rate of pay if the employee bid to a higher paying job.
 - c. Essential job specific safety training will be provided prior to the employee performing the related duties.
5. Employees shall have **three (3)** opportunities to bid on permanent jobs in any contract year.
 - a. Bids will be counted when the employee is awarded the bid.
 - b. Probationary employees shall not be eligible for job bid consideration.
 - c. Employees shall have two (2) opportunities to bid on temporary jobs in a contract year. Once placed into a temporary opening, the employee shall be required to complete the temporary assignment before further job bidding opportunities are extended. Should the temporary job bid exceed three (3) months, the temporary bidder will have his or her job bidding rights restored.

C. Job Bid Awards

Job bids shall be awarded on a seniority basis, to employees eligible for job bid consideration, with the exceptions noted below:

1. In the skilled trades, job bids shall be considered to determine whether any employee meets the minimum qualifications of the position. The Bargaining Committee will be informed of any changes in minimum qualifications. If there are such employees, the position will be awarded to the employee with the highest qualifications, but if qualifications are equal, seniority shall prevail.

Machine Repairer
Industrial Electrician
Tool and Die Maker

a. The Company will have the right to hire qualified employees from outside the plant to fill such vacancies only when there are no bidders who meet the minimum qualifications.

2. In the following pay grades, job bids will be awarded to employees meeting minimum qualifications established for entry into these positions. The determination of qualifications will be based upon demonstrated work habits and associated work experience and skills. The Company will establish reasonable minimum qualifications, and the Bargaining Committee and the Company will meet to approve or disapprove any minimum qualifications. In the event the Bargaining Committee and the Company are unable to promptly agree to approve those qualifications, the Company may implement the minimum qualifications, and the Union may file a grievance at step 3 of the grievance procedure protesting the reasonableness of those minimum qualifications. Employees meeting the minimum qualifications shall be considered in seniority order. In cases where minimum qualifications are not met, the employee who most closely meets the requirements shall be offered the vacancy. Minimum qualifications will be posted on the job bid sheet.

All Technician level jobs
All Specialist II level jobs
Trainees

D. Temporary Job Bids

Temporary job bids may be processed due to absence of an employee due to illness or injury, authorized personal leave of absence, military leaves for three months or less, or other situations that result in a need for additional or replacement employees for more than twenty (20) days, but less than ninety (90) days.

1. Temporary jobs which become permanent jobs shall be reprocessed through the Job Bid Procedure.

2. Upon the conclusion of a temporary job, employees shall return to their former department and be placed into **the lowest paid classification** opening or, if none exists, displace the least senior **employee in the lowest paid classification** on their shift or successively within their group or plant wide on their shift or on an overall plant wide basis.

E. Job Bid Disqualification

Employees unable to meet safety, productivity, or quality standards may be disqualified from a position should it become clear that the requirements of the position are not being

met and that adequate improvement is not imminent. **Prior to any disqualification, the facilitator and steward shall discuss the insufficiency with the employee, and the employee shall be given a written copy of improvements needed. The employee shall be given a reasonable period of time (not to exceed 40 calendar days) to demonstrate his or her ability to perform the requirements of the position.** Employees disqualified from a classification in a department, will not be eligible to bid back to the same classification for a period of six (6) months.

1. Employees disqualified shall have the reasons for such disqualification explained to them with the departmental steward present.
2. Should the Company disqualify an employee, they will be placed in line with the provisions of Article 8, Sections C4, a, b and c.

F. General Provisions

1. Positions of less than twenty (20) days duration or operating less than an average of four (4) hours per shift shall not be considered under this article.
2. Employees will be paid at the rate of the job bid accepted upon reporting to the new position.
3. Special situations not covered in this article shall be subject to mutual agreement between the Bargaining Committee and the Company should circumstances dictate a necessity to deviate from the provisions of this article in order to maintain the operating efficiency of the plant.
4. **The successful bidder for any position must accept that position. If a bidder is successful on more than one job bid in a calendar week, that employee may then choose which of those bids to accept. Once the employee chooses which bid to accept, the other bid or bids by that employee for that week are cancelled, and the position or positions will then go to the next most senior eligible bidder or bidders.** If no successful bids are received, the vacancy may be filled by transfer or hire.
5. When there are unassigned employees available, the Company shall have the right to place those employees in operator positions without using the bid procedure, **provided there are no employees with recall to those positions.**

ARTICLE 10 WORK ASSIGNMENTS

A. General Provisions

1. The Company and the Union agree that work assignments shall be made on the basis of a full day's work for a full day's pay. The parties further agree that inefficient

operations are detrimental to the welfare of the Company, the Union, and the employees.

2. If as a result of production schedule changes or production method changes it becomes necessary to combine classifications in order to provide for effective utilization of an employee's time, the most senior incumbent in either of the classifications shall have the first opportunity to be retained and paid the higher rate of pay. At such time as further production or methods changes cause a subsequent need for the original classifications, displaced employees shall have recall rights to their original classification per the Recall rights provision in this Agreement. Before implementation of the above, such items will be discussed with the Bargaining Committee.

a. Such employees shall receive the rate of pay associated with the position.

3. Until such time as the teams can determine rotation schedules for themselves, the Company will not require additional job rotation except for training and safety purposes. Voluntary rotation is not prohibited by the Working Agreement. Except for those jobs with mandatory rotation for medical or safety reasons, the Company may temporarily suspend job rotation for specific jobs for training purposes.

4. Employees assigned to a higher pay grade will be paid the higher rate, provided the employee has performed the job for at least one (1) hour.

B. Temporary Assignments

1. When there is a need to fill a temporary opening in a department, unassigned employees will perform the work.

a. Special skills and abilities may require a temporary transfer out of line of seniority either within or from outside the department for the Specialist 1 grade or above, not to exceed 10 consecutive work days.

b. When there is a need to transfer an employee(s) out of the department and there are unassigned employee(s) available, the unassigned employee(s) will displace the least senior employee(s) in the classification, who will in turn be transferred, followed by floaters in reverse seniority order.

c. Employees may become temporarily unassigned due to a shortage of work in their work assignment or a decision to shut down their normal work assignment. Such employees shall not have their original work assignment backfilled.

2. Temporary assignments will not exceed twenty (20) consecutive work days.

3. The Company shall have the right to temporarily transfer an entire department on a shift basis for production reasons to meet customer demand. Such transfers shall be

for a minimum of five (5) working days and shall not exceed thirty (30) working days and must be preceded by a five (5) working day notice. Employees transferred shall retain their current pay rate unless placed in a higher paying job and shall, at the conclusion of such transfer, be returned to their former department, classification and task. If such transfers extend beyond thirty (30) working days the transfer shall be considered permanent and the provisions of Article 8, Sections B and C shall apply.

C. Training Assignments

1. Employees requiring training may be assigned to another shift for training purposes and employees may be transferred, on a voluntary basis, to another shift to provide training provided:

a. The employee is given a ten (10) work day notice prior to the date of the training unless the employee waives any or all of the ten (10) days.

b. The assignment shall not last more than twenty (20) work days.

c. The training is for the purpose of upgrading skills in the employee's classification.

d. The employee returns to their former shift, department, and classification at the conclusion of the training.

2. Cross training on overtime will be permitted under the following guidelines:

a. Canvass by seniority in the department and pay grade.

b. All training on overtime will be voluntary.

c. All training is done strictly within the department and pay grade.

d. An employee who chooses not to be cross trained will not be considered for future overtime involving the task. Once the list of employees to train is exhausted, the employee who initially refused training may request to be given the opportunity to cross train on that affected task.

ARTICLE 11 PRESS DEPARTMENT OPERATIONS

A. Efficient operations within the Press Department are critical to the overall operation of the entire plant. General guidelines regarding responsibilities within the Press Department are as follows:

1. The work assignments of Press Technicians with setup responsibilities shall continue to include setting up any and all equipment within the press department,

training and assisting those with press operation responsibilities. Safety shall also be a primary responsibility as regards setups, departmental safety awareness, and report of unsafe acts.

2. All personnel within the department shall be expected to perform their operations in a safe and efficient manner, hold in other employees as qualified, and perform or assist in setups and troubleshooting as necessary.

3. When a press department employee's assigned equipment is being set up or repaired, that employee may be moved within the department in order to provide productive work. However should the equipment setup or repair take longer than four (4) hours, that employee shall be given an opportunity to displace the least senior employee within his or her classification.

ARTICLE 12 REPORTING FOR WORK

Any employee not reporting for work shall give notification thereof as soon as possible prior to the start of the shift, so that the Company may procure another employee to do the work that day.

A. Call-In Pay

1. Employees called back to work outside their normal schedule of work hours shall be paid not less than four (4) hours straight time pay. This provision may be waived upon the written request of the employee, should the necessary work be completed and the employee be desirous of leaving the workplace. In such cases compensation shall be computed on the basis of time in the plant.

B. Cancellations of Work Hours

1. Any employee who has not been notified the previous day or before leaving home for work not to report to work, and who reports to work as scheduled, shall be guaranteed four (4) hours of work or four (4) hours of straight time pay in lieu of the same. This provision may be waived upon the written request of the employee. In such cases compensation shall be computed on the basis of time in the plant. Notification in this section shall mean that the Company has given at least two (2) hours notice to employees in advance of the starting time of the shift through recorded telephone messages.

a. This provision shall be inoperative if the lack of work is caused by an Act of God. Should a question arise over the definition of "Act of God" or where some situation occurs that is not within the control of the Company, or could not have been reasonably foreseen, the situation will be discussed with the Bargaining Committee before there is any denial of the minimum reporting pay provided for herein.

b. In order to provide adequate communication to keep all employees informed of operational status the Company will maintain a phone line with appropriate information.

ARTICLE 13 HOURS OF WORK

A. Definitions

1. The payroll week consists of seven (7) days extending from the beginning of the third shift on Sunday evening and ending at the same time on the following Sunday.
2. The traditional work week consists of five (5) work days, Monday through Friday, beginning at the start of 3rd shift 11:00 p.m. on Sunday evening and ending at 2:00 a.m. on Saturday morning. When Saturday is scheduled, the traditional work week ends at 2:00 a.m. on Sunday. This overtime will be offered on a voluntary basis to the employees currently working the shift. The rate of pay shall be at double time. After 2:00 a.m., the provisions of Article 14, B6 will apply.
3. The traditional work day consists of eight (8) hours of work.
4. An employee's workday begins at the regularly scheduled starting time of their assigned shift, and ends 24 hours later.
5. It is mutually agreed that the traditional work week of the third shift employees shall begin at 11:00 p.m. Sunday evening and will proceed for a period of five (5) consecutive work days thereafter.

B. Traditional shifts and standard alternates

Shift	Alt.	Start	End
1		6:30am	3:00pm
	1A	7:15am	3:45pm
	1B	7:30am	4:00pm
2		3:30pm	12:00am
	2A	3:15pm	11:45pm
	2B	3:00pm	11:30pm
3		11:00pm	7:30am
	3A	11:15pm	7:45 am

Shift 1 shall not be started prior to 5:00 AM for the purpose of mandatory overtime.

1. Continuous operating shifts may be utilized due to efficiency or equipment scheduling challenges. These shall be:

<u>Shift</u>	<u>Start</u>	<u>End</u>
1	7:00	3:00
2	3:00	11:00
3	11:00	7:00

2. In order to facilitate problem-solving and continuous improvement the Company may schedule employees to work alternate shifts up to once per week so long as a five day notice of the alternate shift schedule is posted.

C. General Provisions

1. When utilization of the production equipment requires the scheduling of employees on a continuous 3-shift basis, the employees so scheduled will receive a 20 minute paid lunch period. All other three (3) shift operations will receive a one-half (1/2) hour unpaid lunch period.

2. Four (4) hours or more of work during any shift shall be counted as a full day's work for all purposes of computing number of days.

3. Employees shall be paid once a week for work done up to the end of the preceding work week. Payday shall be prior to lunch break each Friday.

4. There shall be no split shifts.

5. Two (2) ten (10) minute rest periods will be provided during each shift of more than six (6) hours.

a. One (1) ten (10) minute rest period will be provided for each two (2) hours of overtime worked. Break times will be taken at the end of the overtime period when the overtime precedes regular shift hours, and at the beginning of the overtime period when such overtime hours follow the regular shift.

6. Due to the hardship caused employees on staggered hours, the Company shall strive to return all employees to the traditional shift time. In the event a staggered schedule of hours is necessary to provide for efficient operations in the Paint area, such matters will be discussed with the Bargaining Committee of the Union prior to implementation and a notice of no less than one week will be provided employees so affected.

7. The starting times of shifts may be changed up to a maximum of two (2) hours to meet production requirements. The Company will give at least two (2) hours notice to employees in advance of the starting time of the shift through recorded telephone messages. Should circumstances arise that necessitate any deviation from normal quitting times so that customer needs can be met, such situations shall be discussed with the Bargaining Committee prior to implementation.

8. Exceptions to the foregoing may be implemented upon agreement of the Company and the Bargaining Committee of the Union, these shall be recognized as non-traditional shifts.

ARTICLE 14 OVERTIME

A. Structure

Group and Area Structure shall be as follows:

1. Assembly Area

Group No. 1

- a. 27" Washer Fabrication
- b. 27" Laundry Center Assembly
- c. 27" Freestand Washer Assembly

Group No. 2

- a. Main Dryer Assembly
- b. Alliance Washer Assembly
- c. **Next Level Washer Assembly**

2. Support Area

Group No. 3

- a. Receiving Dept.
- b. Receiving Inspection Dept.
- c. Material Handling
- d. Assembly Inspection
- e. Service Parts
- f. **Final Packaging**
- g. **Literature Packaging**

Group No. 4

- a. Press Dept.
- b. Press Inspection Dept.
- c. Alliance Fabrication
- d. **Next Level Washer Fabrication**

Group No. 5

- a. Paint Support Dept.
- b. Powder Coat Dept.
- c. A-line Paint Dept.

- Group No. 6
- a. Plastics Department

- 3. Skilled Trades Area

- Group No. 7
- a. Skilled Trades

Any employees not listed above shall be assigned to Group No. 2. Newly created department's employees shall be assigned to an existing group or a newly created group contingent upon agreement of the Bargaining Committee and the Company.

B. Voluntary overtime

1. In the event a limited number of employees are needed to work overtime in a department or classification, overtime shall be on a voluntary basis.
2. All Sunday and Holiday work will be done by volunteer employees unless the employees are assigned to jobs working on a non-traditional shift.
3. Overtime shall be first offered **to the employee(s) who regularly performs the job, then** on the basis of seniority to employees in the classification in the department, **followed by** the most senior qualified in the department and then most senior qualified in the group.
 - a. **Voluntary overtime necessary to cover non-specific openings (i.e. covering for absenteeism on another shift) shall be offered on the basis of seniority to employees in the classification in the department, then the most senior qualified in the department and then the most senior qualified in the Group.**
4. If not enough employees are obtained from the group, the least senior qualified employees from the department may be required to work by reverse seniority including probationary employees. Employees required to work will be given a two (2) hour notice.
5. When a partial crew is required on Mondays through Saturdays within a department or classification, overtime shall be on a shift basis.
 - a. Daily overtime shall be assigned on a shift basis. Shifts shall be divided in such a way that overtime opportunities that begin in the first half of any shift shall be assigned to the preceding shift and those that begin in the second half of any shift shall be assigned to the succeeding shift.
 - b. **Before canvassing employees in departments already scheduled to work their normal shifts for scheduled work on Saturdays for additional Saturday**

work, the Company will canvass employees within the Group and then within the Area in departments not scheduled to work on Saturdays.

6. Sunday and Holiday voluntary overtime will be divided as follows:
 - a. Where a **department has** more than one shift, Sunday and Holiday overtime will be worked by combining seniority from all shifts.
 - b. If not enough employees are obtained, then the overtime shall be offered to the most senior qualified in the Group, then the most senior qualified in the Area, then the most senior qualified plant-wide.**

C. Scheduled Overtime

1. When an entire shift, classification or department is to work daily overtime, a notice will be posted before the regular start time of the affected shift on the previous work day. After this posting the most senior employees requesting to be excused shall be relieved when possible.
2. Whenever an entire shift, classification or department is scheduled to work overtime beyond the regular work week, a notice shall be posted two (2) work days (48 hours) prior to the commencing of such overtime, and those employees who wish to be excused will make a request to their foreman no later than one (1) work day prior to such overtime. After this posting the most senior employees requesting to be excused shall be relieved when possible.
3. If the Company has a need for additional employees in addition to those scheduled, overtime shall be first offered on the basis of seniority to the most senior qualified in the department, then the most senior qualified in the group, then the most senior qualified in the area, **then the most senior qualified plant wide.**
4. An employee assigned to a traditional shift is not required to work more than ten (10) hours in a given day, or more than eight (8) hours on Saturday.
5. Failure of the Company to give the notice stated in Sections C1 or 2 above will release the employee from the requirement to work the requested overtime.

D. Overtime Premium

1. Employees shall be paid one and one-half (1 ½) times their regular rate or the rate of the work performed, whichever is greater, for work outside their regular shift in the following cases:
 - a. All work on Saturday, except for employees working non-traditional shifts.

- b. All hours in excess of eight (8) in any workday, except in the case of a non-traditional schedule that would necessitate a shift to work more than eight (8) hours.
2. Employees shall be paid two (2) times their regular rate or the rate of the work performed, whichever is greater, for work outside their regular shift in the following cases:
 - a. All work on Sunday, except for employees working non-traditional shifts.
 - b. All holiday work (this shall be in addition to the Holiday payment).
3. Overtime work will be paid at the appropriate overtime rate regardless of the number of hours worked, in cases where the employee is sent home due to a lack of work or if the shift has been delayed.
4. For the purpose of computing premium pay, Saturday, Sunday and Holidays will begin at the start of the third shift on the day preceding the calendar day of the Saturday, Sunday or Holiday.

E. General Provisions

1. Overtime required to train employees for model changes or pilot runs will be assigned to those employees who require the training. The company will inform the union steward in the area and explain to the employee why the training is required on overtime and which employees are to be trained.
2. Voluntary overtime required to attend problem solving meetings, process improvement training, and/or communication meetings will be offered to those employees affected. The Company will inform the union steward in the area and explain why the training is needed on overtime and which employees will attend.
3. Employees working overtime shall not be sent to work in any other department or classification not working overtime **unless employees in that department or classification have been afforded the opportunity to work the overtime and additional needs remain.**
 - a. **This provision shall be inoperative for work performed outside the department or classification that is incidental in nature and is performed for less than a total of thirty (30) minutes, or while the Company is attempting to call in an employee or employees for that work and awaiting their arrival. Company telephone records shall suffice as proof of any such calls.**
4. When more than one (1) shift is working daily overtime in a department, overtime shall be divided as equally as possible between the shifts.

5. Employees will not be sent home early to avoid the payment of overtime. This provision does not apply when work is not available.

6. In the event that employees must be contacted by telephone, the Company representatives calling list shall suffice to determine whether the necessary effort to offer work was made.

a. Unanswered calls, message machines, busy signals and calls answered in which the employee cannot come to the phone will be considered as the employee declining the opportunity to work.

7. When employees are absent for any reason on the day that overtime is solicited, they will not be considered for the overtime being scheduled, unless the employee notifies the facilitator that he or she is available for the overtime at least 24 hours prior to when the overtime begins. Such notification will be in writing on a form provided by the Company and signed by both the facilitator and employee.

8. Employees will not work overtime on a day that they are scheduled to be absent for any reason.

9. Employees taking a full day of vacation on a Monday or Friday will be relieved of overtime responsibilities on Saturday.

10. For the purposes of scheduled overtime if a holiday falls on a Friday, Saturday, Sunday or Monday the Saturday is part of the holiday period.

11. Exceptions to the foregoing may be implemented upon agreement of the Company and the Bargaining Committee of the Union. These shall be recognized as non-traditional shifts.

ARTICLE 15 INVENTORY

A. Inventory day shall be considered a regular work day.

B. If necessary, the Company may reduce its workforce to the level required to perform physical inventory activity.

ARTICLE 16 DISCIPLINARY ACTION

A. General Provisions

1. The Company shall have the right to discharge, suspend, demote, or give verbal or written warning notices to employees governed under this agreement for just cause.

2. An employee who is discharged, suspended, demoted, or given a verbal or written warning, shall have the right to Union representation at the time of such action. The following shall represent the minimal level of representation:

- a. The departmental steward shall be the appropriate representative for all warnings.
- b. The chief steward shall be the appropriate representative for all demotions and suspensions.
- c. A bargaining committee member shall be the representative for discharges.

B. Disciplinary Notice Administration

1. A written notice of disciplinary action (indicating the violation) will be issued at the time of such action.
2. Copies of such notices shall be furnished to the union representative in attendance and be furnished to the Bargaining Committee Chair.
3. A disciplinary notice shall remain in effect for progressive disciplinary action for one year from the date of issue, unless the employee receives subsequent discipline for a violation of the same shop and/or safety rule. In that event, all notices will remain in effect for progressive disciplinary action for one year from the date of the issue of the last disciplinary action.
 - a. Attendance related disciplinary action shall be in line with the provisions of the plant's Attendance Policy.
4. Disciplinary action that results from safety violations that endanger employee's life or limb, shall remain in effect for progressive discipline for (18) eighteen months from the date of issue of the last disciplinary notice. Following each (18) eighteen months of employment without another violation of the same type he or she will revert to the previous step of the disciplinary procedure.
5. The Company shall administer discipline to employees within two (2) working days of the recognition that a violation of the shop and safety rules has occurred. In the event an extension of the provision is necessary, a bargaining committee member shall be provided notification and explanation thereof. In the case of absentee discipline, corrective action will be issued within **five (5)** working days.
6. When an employee is suspended the Company will complete their investigation within 5 working days of the suspension. These 5 days may be extended by mutual agreement of the parties.

ARTICLE 17 GRIEVANCE PROCEDURE

A. Settlement of Disputes

The parties recognize that settlement of disputes at the lowest level possible is advantageous to efficient operations within the plant. Facilitators and departmental stewards are urged to resolve differences prior to the writing of a grievance or at the first step of the procedure whenever possible.

B. Union Business

1. The employees thus duly designated and recognized as Union officials shall be granted permission from their facilitator to leave their work for the purpose of investigating and handling grievances in their respective department(s) or area(s), shall inform their facilitator of their intended destination and purpose, and shall report to their facilitator at the time they return to work. At the request of the Steward, the Chief Steward or a Committee person will be permitted to leave their work to investigate grievances after the facilitator's oral answer at step one, subject to the above provisions.
2. Union officials, when performing their duties as Union officials, shall continue to draw their regular rate of pay. Bargaining Committee members or Safety Committee members will be paid at their regular rate of pay to attend grievance meetings or safety meetings. Time spent at such meetings will be considered as time worked only during their scheduled work hours.
3. Union officials conducting any business outside the plant shall not be paid for such time, unless written agreement is reached with Human Resources management prior to such business.
4. Time spent on union business during regularly scheduled working hours shall be considered as time worked for purposes of computing overtime and holiday payment eligibility.
5. A meeting of the Bargaining Committee will be held on Tuesdays for up to four (4) hours, if necessary, for the purpose of reviewing grievance matters. Such hours will be scheduled by the Bargaining Committee to allow for off-shift coverage, as long as the meetings are arranged in no more than two (2) different blocks of time and the Company is provided at least 24 hour notice. Such meetings shall also be attended by no more than one (1) Chief Steward and one (1) Departmental Steward, at any one time, from the area in which the grievance(s) have originated and need to be reviewed. After review the Stewards and Chief Stewards will return immediately to their departments. Union representatives will be paid at their regular rate of pay while attending such meetings during their regular work hours.

C. Grievance Procedure

There shall be up to four (4) steps utilized in order to resolve grievances. These shall be:

1. Step One

Prior to filing a written grievance, an employee must make a request or complaint to his or her facilitator and may have his or her steward present. If a satisfactory settlement is not reached, then the matter shall be submitted in writing to the employee's facilitator within three (3) working days on a grievance form signed by the griever and/or their steward. The facilitator shall make provisions to assure that the written reply is returned to the steward within three (3) working days. One copy shall be forwarded immediately to Human Resources and copies forwarded from that office to the Bargaining Committee, Chief Steward, and Process Manager. Following the weekly grievance review meeting, it shall be the responsibility of the Bargaining Committee to notify the appropriate Process Managers which grievances will require a Step Two meeting within ten (10) working days of receipt of the Step One response.

2. Step Two

Step Two meetings will be scheduled and held by the Process Manager within five (5) working days following notification from the Bargaining Committee that such a meeting will be necessary. Attendance at this meeting shall be limited to three management representatives from among: the Process Manager, Lead Facilitator, Facilitator, Industrial Engineer, and Personnel Administrator. Three (3) Union representatives shall also attend from among: one (1) Bargaining Committee member (as designated by the Union), Chief Steward, Departmental Steward, and other necessary Union officers. The objective of such meeting shall be to resolve the issue at this level. Should the matter remain unresolved the senior management official in attendance shall submit a written response to the grievance to the Bargaining Committee and Chief Steward within five (5) working days. The Bargaining Committee shall notify the Human Resources Department if the Step Two answer is not acceptable within five working (5) days.

3. Step Three

If the answer by the Company in Step Two is not satisfactory, the grievance shall be referred to the Local and/or International Representatives of the Union and the Labor Relations Manager and the parties shall meet on said grievances within ten (10) working days following the receipt of the Company answer in Step Two. Attendance at the Step Three meeting shall be limited to the Bargaining Committee and the International Representative of the Union. Management shall have no more than six (6) management representatives. The Company shall submit a written answer within ten (10) working days following such meeting. If Management's decision is unsatisfactory to the Union, then the matter shall be referred to Arbitration and an arbitration panel requested within thirty (30) calendar days, as hereinafter provided.

D. General Provisions

1. Grievances arising out of discharge or suspension may be initiated at the second step of the procedure. Union representation, at the time of such action, shall be as provided in Article 16 of this agreement.
2. If it is found upon investigation that an employee has been unjustly discharged after serving their probationary period and getting on the seniority list, the employee shall be reinstated in their former employment with full pay for all time lost, subject to the provision hereinafter set forth as to arbitration or by other mutual agreements between the Union and the Company.
3. ~~The last written answer in the procedure shall be considered as adequate settlement at any level of the procedure, and the grievance closed, if written notification to the contrary is not received within the above established timeframes.~~
4. Grievances must be presented promptly after the employee knew, or by reasonable diligence should have known, of the facts giving rise to the grievance.

ARTICLE 18 ARBITRATION PROCEDURE

- A. If a grievance is not satisfactorily settled when processed through the grievance procedure, the grievance may be submitted to arbitration within thirty (30) days of the Union's receipt of the third step answer, by the Union formally requesting an arbitration panel. The Union shall specify the Article(s) and Section(s) of the contract violated, and the issue to be resolved.
- B. It is understood and agreed between the parties that the 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 as regards wages, hours of work and working conditions.
- C. The expenses of the Arbitrator shall be shared equally between the employer and the Union. The Arbitrator shall render a decision, in writing, within one (1) month, if possible, following the submission of the matter to him or her. The decision shall be final and binding upon all parties of the arbitration.
- D. In no event shall the arbitration decision be retroactive any further back than the date of the filing of the grievance at Step One of the grievance procedure.
- E. The Arbitrator shall be selected by the parties from a list submitted from the Federal Mediation and Conciliation Service. The Union and the Company shall jointly submit a written request for such list under Section 1 of this Article and shall request the FMCS panel only include those arbitrators who have been selected for inclusion in the National Academy of Arbitrators.

**ARTICLE 19
SAFETY AND HEALTH**

The Company agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment. The Union will extend its complete cooperation to the Company in maintaining reasonable Company policies, rules and regulations as to safety and health, and for keeping the plant premises clean, sanitary, and safe. The Company will give due and earnest consideration to any reasonable suggestion made by the Union relating to such health and safety.

A. Personal Protective Equipment

1. Safety glasses

- a. Employees shall wear safety glasses or other approved eye protection in all areas of the plant designated as eye protection areas.
- b. Employees requiring prescription eye glasses shall have the same supplied by the Company following submission of an approved eye glass prescription, on the appropriate form supplied by the Company, with a reasonable period allowed for manufacture and delivery. Costs associated with the eye examination and fitting shall be the responsibility of the employee.
- c. Employees shall have an opportunity to upgrade their prescription safety glasses by selecting additional features and/or non-standard frames at their cost.
- d. Safety glasses may be replaced once during each contract term. Those damaged due to normal wear and tear or incidents in which the employee had no control shall be replaced at the Company's expense. Replacement costs for those lost or damaged due to negligence or carelessness, shall be the employee's responsibility.

2. Steel-Toed Safety Shoes

- a. Employees purchasing steel-toed safety shoes shall be reimbursed for one-third (1/3) of the cost of such shoes, but not to exceed thirty five dollars (\$35.00), not more than once every eighteen months, and provided that those employees regularly wear such shoes to work. Employees working in areas designated as foot protection areas shall have other approved foot protection supplied if they do not elect to participate in this program.

3. Other Protective Equipment and Devices

- a. All other equipment and devices required for the maintenance of the safety and health of employees shall be provided at the Company's expense.

b. Safety equipment, devices, and protective clothing presently being furnished shall continue to be made available at no cost to the employee. These items shall include but not be limited to the following:

- *Coveralls for finish painters and paint cleanup employees
- *Aprons for those requiring the same
- *Ear plugs

4. The Union shall cooperate fully with the Company to see that appropriate protective equipment and devices are properly worn and cared for. Prior to receiving a new safety-related item as provided for under the provisions of this Article, an employee shall return the old item and shall not be charged except in the case of loss or damage through negligence of the employee.

B. Safety Committees

1. The plant Safety Committee shall consist of three (3) representatives named by the Union and three (3) representatives named by the Company. The purpose of this committee shall be to review area safety committee minutes, recommend corrective action programs, assess overall safety trends, provide safety education, leadership and support to Area Safety Committees as necessary. This Committee will meet at least monthly. The day(s) and time(s) will be determined by the Committee. The agenda and time limits of the meeting will be established and mutually agreed upon by the committee members. Any representatives that are unable to attend scheduled meetings are responsible for sending an alternate that is empowered to act in their behalf.

a. **The Company agrees to promptly notify the Union Representatives of the Plant Health and Safety Committee of any serious injury, hazard, hazardous chemical spill, or fire in the plant. Access to the incident location will be provided to the appropriate Union Plant Health and Safety Representatives in order to conduct an investigation.**

b. If a serious safety hazard, in the opinion of the Plant Safety Committee, should arise within the plant on any job, the worker(s) on that job may refuse to do such work without threat or loss of job or classification.

2. Each area shall have three (3) management employees and three (3) union employees selected by the Union, involved in an Area Wide Safety Committee. The purpose of these committees shall be to provide assistance in establishing preventative safety measures in individual areas, perform periodic safety inspections, and review the progress achieved in removal of safety hazards. These committees will meet at least monthly. The day(s) and time(s) will be determined by the Committees. The agenda and time limits of the meeting will be established and mutually agreed upon by the committee members.

a. Minutes of Area Safety Committee meetings shall be forwarded to the Plant Safety Committee and the Bargaining Committee.

b. Area Safety Committees shall focus on a proactive approach to accident prevention.

3. There will be an Ergonomics Committee consisting of three (3) union employees selected by the union and three (3) from management. The purpose of this committee shall be to work with the Plant and Area Safety Teams, to review jobs within the plant, to recommend employee training, and to recommend changes in tools and job layout to prevent or reduce the risk of repetitive trauma and musculoskeletal injuries. Other plant wide safety teams may be established to deal with particular safety issues on either a project or continuing basis.

C. Substance Abuse Testing

1. It is the intent of the parties to this agreement that the plant and its grounds are to be drug and alcohol free zones. Drug and alcohol abuse represents a significant hazard to employees and their co-workers that is not acceptable within the workplace.

2. Substance abuse testing shall operate strictly within the confines of **and to the extent permitted** by applicable laws of the State of Iowa and federal statutes, including permissible Iowa blood alcohol levels. **Although the Company may conduct unannounced follow-up testing, it will not conduct random testing.**

3. **If the Company has reason to believe that there may be reasonable suspicion that an employee is under the influence of illegal drugs or alcohol**, a meeting of the facilitator, employee, Chief Steward, and Process Manager or designee shall take place in which concern for the safety and health of the employee and his or her co-workers shall be expressed and reviewed. **If at the close of the meeting, the Company determines that in its view reasonable suspicion exists**, a drug or alcohol test will be arranged as quickly as possible.

4. The first instance in which there is a positive test for drugs or excessive blood alcohol level, the employee will be afforded an opportunity to participate in an approved rehabilitation program.

5. Employees are subject to discharge in the event of:

a. Refusal to submit to a substance abuse test or professional evaluation.

b. Failure to complete a rehabilitation program recommended by a certified professional.

c. Second positive substance abuse test result.

- d. Use of, transfer of, or possession of illegal substances and/or alcohol on the premises.
6. Privacy of the individual involved shall be maintained while the specimen is being secured. However, if the specimen is found to have been altered or tampered with, such action will be considered as a refusal to submit to the substance abuse test and the employee may be immediately discharged.
7. All information concerning testing and results shall be held strictly confidential. Such information shall be released only to Human Resources representatives that require such information for the performance of their duties and to the Bargaining Committee of the Union should the employee request in writing that such information be released.
8. Employees who successfully complete approved rehabilitation programs shall have all references regarding the situation removed from their personnel record at the time that they leave the employ of **Electrolux Major Appliances North America, Laundry Division**.
9. Disputes arising from the provisions contained in this Article shall be subject to resolution under the Grievance Procedure Article.

ARTICLE 20 WORK BY SALARIED EMPLOYEES

- A. 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 for not more than ten (10) minutes. Any such incidental or emergency work of more than ten (10) minutes shall be considered a violation of this Article.
- B. When a salaried employee performs bargaining unit work due to experimental or developmental work, the facilitator will notify the steward as to the reason for working prior to the performance of such work.

ARTICLE 21 LEAVES OF ABSENCE

A. Union Leaves of Absence

1. Employees elected or appointed to full time positions with the UAW, shall upon written request, be granted a leave of absence of up to one (1) year.

a. Such leaves may be renewed annually upon the receipt of written request from the Union.

b. Such employees may continue in the Company Benefits Program for 90 days at the Company's expense and for the duration of the leave at their own expense.

c. Upon completion of such leaves of absence the employee shall return to work and be placed on the basis of their accumulated seniority.

d. No more than **four (4)** employees shall be on such leave at any given time.

e. Employees shall continue to accumulate seniority while on approved union leave of absence.

2. Upon the written request of an authorized UAW Local 442 official, union members shall be granted a temporary Leave of Absence for the purposes of attending training schools, election of local officers, local officers duties, and CAP activities.

a. No more than eight (8) employees from the bargaining unit may be excused on a daily basis.

b. No more than ten percent (10%) of any one department may be excused at one time.

c. Exceptions to the foregoing may be approved through the mutual agreement of the Union and the Company.

d. The Company shall make Leave of Absence forms available to the Union upon request.

e. Such temporary leaves shall be limited to a maximum of twenty (20) consecutive work days.

f. Requests for Leaves of Absence must be received no later than three (3) days prior to the first requested date.

B. Military Leave of Absence

1. Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall be entitled to reinstatement, upon completion of such service, to the extent and under the circumstances that reinstatement may be required under applicable federal statutes.

a. Upon reinstatement as above provided such employees shall be credited with the seniority that would have accumulated during the leave.

2. Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations, may apply for a Leave of Absence covering such obligations.

a. A copy of the individual's orders shall be attached to such requests, if available.

b. Employees scheduled for overtime at the end of their shift on Friday shall be excused from the overtime, provided they make their request no later than 24 hours prior to the start of the overtime.

C. General Leaves of Absence

1. All employees have a primary responsibility to be present during their schedules of work. It is recognized, however, that circumstances may arise that make it very difficult to attend work due to events that signify a personal or family milestone, or severe hardships.

a. Employees may request such leaves of absence by securing the proper form from their facilitator or Human Resources and submitting the same for approval. A copy of the request shall be given to the employee whether approved or denied for their records.

D. Family and Medical Leave

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 under no circumstances shall an employee receive less benefits than those provided under the Family and Medical Leave Act of 1993.

1. Employees will not be required to take vacation days off in conjunction with FMLA leave.

2. Effective January 1, 2003, the Company will change its FMLA measurement period from a rolling year to a calendar year on an experimental basis. Beginning on January 1, 2004, or any January 1 thereafter, the Company may change back to a rolling year measurement period.

E. Jury Duty

1. Employees selected by the courts for jury duty shall be excused from work upon the presentation of a court notice to their immediate facilitator. Such employees will be paid the difference between normal straight time earnings and fees received from the court, so long as the employee submits evidence of the amount received from the

court. Payments shall reflect the actual loss of wages incurred by the employee on particular days that jury duty is performed.

2. Whenever a second or third shift employee is summoned to serve on a jury, the employee shall receive the difference between fees received from the court and normal wages, so long as the employee actually served on the jury or is held by the court for four (4) hours or more during the twenty-four (24) hour period of the employee's regular shift. In such cases time off will be granted on the first scheduled shift following the jury duty.

3. At any time that employees are scheduled for jury duty and are not selected or are not held for at least four (4) hours they will be expected to report for that part of their shift which remains or which did not represent a scheduling conflict.

4. First shift employees on jury duty who have already been selected to serve on a sitting jury shall not be required to work prior to the time they are to report to court to serve on that jury.

F. Bereavement

1. An active employee, who is on the seniority list, shall be granted up to three (3) working days to attend the funeral of a member of the immediate family.

2. Relationships covered shall be: parent, child, spouse, foster children, brother, sister, step brother, step sister, mother-in-law, father-in-law, foster parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step parent, step child, and grandchildren.

3. Compensation shall be based upon the straight time rate for regularly scheduled work days lost, exclusive of shift differential. Such paid leave will be limited to three (3) consecutive work days within a period of seven (7) calendar days following the day of the death, excluding layoff days.

4. Employees are expected to return to work as soon as possible after the funeral. In the event additional time without pay is needed, every effort will be made to excuse the employee for a reasonable period. When necessary such arrangements should be made through the General Leave of Absence provisions.

5. An employee shall be granted up to one (1) day with pay to attend a military funeral as an active participant, provided it occurs Monday through Friday and the employee presents a statement from the Commander requesting such leave.

6. Any employee entitled to bereavement leave per the Working Agreement may opt to take bereavement over vacation.

7. An active employee, who is on the seniority list, shall be granted one (1) working day without pay to attend the funeral of great grandparents and great grandchildren.

G. Peace Corps

Upon submission of satisfactory evidence that an invitation has been extended to enter service with the Peace Corps, and upon application and approval by the Manager of Human Resources, an employee on Peace Corps leave of absence shall be entitled to apply for reinstatement within sixty (60) days after the termination of leave or service with the Peace Corps, whichever occurs sooner, and shall be reinstated with accumulated seniority to any opening which may exist at the time of such application in the employee's former or an equivalent position, provided the employee is physically qualified for such employment in the opinion of the Company physician and is capable of performing the specific work required; and provided further that seniority accrued during the period of leave shall not be applicable in determining rights to automatic increases or pensions, and unless application and reinstatement are accomplished in the foregoing manner, seniority shall be deemed lost and employment cease.

H. Political

Any employee who is elected or appointed to a political office in any branch of the Federal, State, County, or Municipal government shall upon written request, be given a temporary leave of absence without pay not to exceed the term of office. Such term of leave shall be renewed for each succeeding reappointment or re-election if requested in writing by the employee in advance on the effective date. However, political leaves shall not apply to employees who seek and obtain normal employment as such in any of the foregoing agencies. Only the seniority and no other benefits of any employee on political leave shall accumulate for the entire period of such leave.

I. Voting

1. The Company and the Union urge all employees to participate in our political process by voting.
2. **For those employees who do not have at least three (3) hours before reporting to work or after leaving work in which to go to the polls and vote, the Company will make arrangements to provide the employee sufficient time to vote with pay.**
3. Employees with schedules that conflict with poll hours may request sufficient time to vote either before or after the scheduled shift by applying no less than two (2) days prior to the election, for such leave.

ARTICLE 22
VACATION

A. The Company will give 60 day notice in advance of the vacation shutdown. The vacation shutdown will consist of up to five (5) consecutive work days and may be scheduled during the period between July 1 and August 31.

B. The amount of vacation and vacation pay to which an eligible employee is entitled is as follows:

Length of Service as of June 30:

Less than 1 year	½ day per month not to exceed 5 days
1 year but less than 3 years	5 days
3 but less than 7 years	10 days
7 years	11 days
8 years	12 days
9 years	13 days
10 years	15 days
12 years	16 days
14 years	17 days
16 years	18 days
18 years	19 days
20 years	20 days
22 years	21 days
24 years	22 days
26 years	23 days
28 years	24 days
30 years	25 days

C. Employees that have more vacation days than necessary to cover the remaining schedule of vacation shutdown days, may take their vacation by filling out the proper form. Employees may request vacation in half day increments.

1. Skilled Trades employees that are expected to be scheduled to work through vacation shutdowns are exempt from the above requirement.

2. During the month of May, employees may schedule excess vacation earned as of the end of that June for any time during the upcoming vacation year. Employees may not request more vacation days than the amount of vacation that they have earned. Seniority shall prevail where conflicts occur during the May sign-up period. Employees who request vacation in May will be notified by the 10th of June as to whether or not their request has been granted. Employees who have been denied vacation during the May sign-up period will be placed on a waiting list for each day that was denied in order of seniority. If any additional vacation time becomes

available, the Company will offer such time where reasonably practical to the employees on the waiting list in order of seniority. It is understood that names may not be added to the waiting lists after the May sign-up period. Employees who request vacation time during the vacation year will be granted their request provided there is no conflict with employees who requested vacation the previous month of May.

3. Employees may at their option utilize vacation days for short term layoff resulting from material shortages, equipment breakdowns, etc.

4. The Company shall release at least 5% of the employees in a department for vacation on any given day, but in no case will it be less than one employee.

5. Employees submitting half-day vacation requests on the day they wish to take the vacation must submit such requests prior to the start of their shift. Requests submitted after that time may be denied even if the five percent (5%) allotment is not met. Such half-day vacation-requests-for-available-vacation-time will be granted in seniority order.

D. Vacation checks shall be issued to eligible employees on the last scheduled work day before the scheduled vacation shutdowns for the lesser of the period of the shutdown or for the number of eligible days.

Employees scheduling additional vacation of 5 days or more will be paid for such days on their last work day prior to their scheduled vacation, provided they give the company a two week written notice.

E. A full day's vacation pay shall be eight (8) times an employee's rate of record, exclusive of overtime and shift premiums.

1. Employees on disability during the vacation shutdown period shall have an option to be returned to the active roll for the shutdown period. In no event may employees draw both vacation and disability benefits for the same period. If necessary at the end of the vacation year an employee's name shall be returned to the active roll so that the employee can take vacation.

2. Employees will be ineligible for vacation pay if they have no active service within the vacation year.

3. Vacation time may not be carried over to the next year. Employees that have remaining vacation eligibility at the end of the vacation year will be paid for the remainder at their rate of record.

4. Except for terminations due to retirement, to be eligible for any vacation, an employee must be on the payroll at least three (3) calendar months following June 30th.

5. Any employee who leaves his employment with the Company and immediately enters the service of the Armed Forces of the United States, or who is still in such service and who worked some part of the vacation year in the Company, shall receive paid vacation on a prorated basis for the time worked. If an employee resumes work with the Company following service in the Armed Forces of the United States, this period of service shall be considered as employment for vacation eligibility purposes, provided that there is no greater lapse than ninety (90) days between the end of the employee's service with the Armed Forces and resumption of work with the Company, and the employee worked some part of the vacation year for the Company, shall be entitled to vacation with pay.

6. Eligible employees with more than one (1) year of service whose seniority terminates prior to June 30th shall be paid prorated vacation pay for the vacation year in which the employee terminates. Vacation pay shall be computed on the basis of one-twelfth (1/12) of the regular vacation per month of service since June 30th.

F. Any department that operates during the vacation shutdown shall be filled by seniority within the department, classification, all shifts combined on a voluntary basis. If a sufficient number of employees are not available in the department, the work shall be offered to qualified employees in the group in seniority order. Such work shall be on a voluntary basis, except when necessary to assign such work in reverse order of seniority in the department.

1. Employees shall be compensated at their regular rate of pay or at the rate of the work performed, whichever is greater.

2. Provisions of Article 10, Work Assignments will apply to the organization of work during such periods.

3. Supplemental maintenance positions scheduled to support shutdown projects shall be selected as follows and will not be considered a bid under provisions of Article 9.

a. Most senior qualified to fill Machine Repairer Assistant jobs.

b. Most senior qualified to fill Industrial Electrician Assistant jobs.

4. Exceptions to the foregoing may be implemented upon agreement of the Company and the Bargaining Committee of the Union, these shall be recognized as non-traditional shifts.

**ARTICLE 23
HOLIDAYS**

A. Holidays are defined to mean:

The last work day before New Year's Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
The last work day before Christmas Day
Christmas Day

3 floating holidays over the term of the 2005 – 2008 agreement designated as follows:

July 3, 2006

July 5, 2007

July 6, 2007

B. Employees who have successfully completed their probationary period shall be entitled to holiday payments equal to eight (8) hours at their assigned rate of pay, including shift premium, so long as:

1. The employee has worked the scheduled shift immediately preceding and succeeding the holiday, except in the case that absence was due to short-term layoff, jury duty, union business, military leave, bereavement, approved vacation, Family and Medical Leave Act, approved general leave of absence, or disciplinary suspension.

a. Employees drawing Worker's Compensation or Sickness and Accident benefits shall not be eligible for holiday payments. In the event that a Worker's Compensation or Sickness and Accident disability eliminates the opportunity to work the day before and the day after a holiday, such benefits shall be extended through the date of the holiday.

C. Holidays falling on a Saturday shall be observed on the last work day prior to the holiday; holidays falling on a Sunday shall be observed on the next work day following the Holiday. In the event that Christmas and New Year's day fall on Mondays, the day before Christmas and the day before New Year's holidays shall be observed on the last work day prior to the holiday period.

D. Should a holiday fall during a vacation shutdown, employees shall be entitled to Holiday pay and payment for this will be made on the first paycheck following the vacation period.

E. Exceptions to the foregoing may be implemented upon agreement of the Company and the Bargaining Committee of the Union, these shall be recognized as non-traditional shifts.

ARTICLE 24 WORK STANDARDS

A. Work standards established by the Company will be explained to the Union upon request. Any question as to the reasonableness of any such standard will be subject to the grievance procedure.

B. Where a substantial change is made in a job a discussion will be held with the Union concerning the classification for such job. When a new job is established, the Company will determine the pay grade for such job and explain their decision to the Union. The Union may file a grievance regarding the Company's decision.

C. Production line speeds shall be calculated and established only by an Industrial Engineer in accordance with regular work standards. This information will be made available to the Process Manager and the Steward of the department or area at the time of any change in production schedules.

1. Should the speed of a production line deviate from the set speed, the Steward and Process Manager shall meet to individually time the line speed and compare results. An Industrial Engineer may participate, if available. If it is determined that the line speed is incorrect it may be adjusted by the Process Manager and re-timed by both parties until the proper line speed is set.

ARTICLE 25 BULLETIN BOARDS

A. The Company shall continue to provide 4 foot by 8 foot bulletin boards for the exclusive use of the Union for posting of notices pertaining to:

1. Notice of Union meetings
2. Notices of elections, appointments, and results of elections
3. Notices of Union recreational, educational, and social affairs, etc.

B. The Company will provide bulletin board space for the exclusive use of a Joint Safety and Health Committee. All postings by such Committee will be by mutual consent of that Committee.

C. Copies of notices of all other subject matter shall be submitted to the Human Resource Manager or designee for approval and posting. All Union notices shall be dated and shall bear the signature of an authorized Union Official.

- D. No notices shall be posted in areas other than the provided bulletin boards.

ARTICLE 26
COST OF LIVING ALLOWANCE

1. The Cost of Living Allowance in effect prior to the effective date of this agreement (40 cents per hour) has been added to the base wage rates and is included in the schedule of base wage rates for each grade which is attached to this agreement and identified as "Schedule A."
2. Effective June 12, 2006, and during the remaining period of this agreement, each employee will be paid the Cost of Living Allowances computed in accordance with the following provisions:
 - a. The Cost of Living Allowance will be determined in accordance with the change in the Bureau of Labor Statistics Index for Wage Earners, and Clerical Workers published by the U.S. Department of Labor (CPI-W) and hereinafter referred to as the index. Beginning with the index for June, 1985, the CPI-W was revised to reflect modification in its home ownership component, will be used to determine the amount of the Cost of Living Allowance. In the event of any other changes in the index during the term of the agreement, the parties will determine the appropriate index to use as they relate to the CPI-W.
 - b. At no time will the cost of living adjustment exceed twenty cents (20 cents) in any one contract year.
3.
 - a. Effective June 12, 2006, the Cost of living Allowance shall be one cent (1 cent) per hour for each 0.4 point increase in the base index for April, 2006, over the base index for April, 2005, and shall not be more than twenty cents (20 cents) per hour.
 - b. Effective December 11, 2006, the Cost of Living Allowance shall be one cent (1 cent) per hour for each 0.4 point increase in the base index for October, 2006, over the base index for April, 2005, and shall not be more than twenty cents (20 cents) per hour.
 - c. Effective June 11, 2007, the Cost of Living Allowance shall be one cent (1 cent) per hour for each 0.4 point increase in the base index for April, 2007, over the base index for April, 2005, and shall not be more than twenty cents (20 cents) per hour.
 - d. Effective December 10, 2007, the Cost of Living Allowance shall be one cent (1 cent) per hour for each 0.4 point increase in the base index for October, 2007, over the base index for April, 2005, and shall not be more than twenty cents (20 cents) per hour.

4. In the event the Index is not issued by the Bureau of Labor Statistics on or before the pay period referred to in this article, any allowance provided herein will be made at the beginning of the first pay period after receipt of the Index.

ARTICLE 27
SCOPE OF CONTRACT

The parties expressly declare that they have bargained between them on all phases of hours, wages, and working conditions, and that this contract represents their full and complete agreement. Since it is understood that this agreement covers the wages, hours, and working conditions of the employees, it is agreed that other subjects shall not be the subject of collective bargaining during the term of this agreement unless with written consent of both parties concerned.

ARTICLE 28
PERIOD OF AGREEMENT

This agreement shall remain in force and effect until 7:00 am, June 14, 2008, and thereafter for successive yearly periods unless notice is given in writing by either the Union or the Company to the other party not less than sixty (60) days prior to expiration of the agreement, or any extended term thereafter, of its desire to modify, amend, or terminate this agreement. If a new agreement cannot be reached within the sixty (60) days, then the existing agreement may be extended thereafter.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Webster City, Iowa, this 28th day of June, 2005.

For the Company:

Douglas B. Melcher

Wayne Chelton

Carrey J. Smith

Timothy J. O'Neil

Frank W. Bush

For the Union:

Timothy W. Schell

Andrew A. Bots

Heath G. Swanson

Pamela S. Fitzgibbon

Kevin Hill

Rossie Huser

Paul Ribson

SCHEDULE A

The Company shall have the right to pay higher rates than those listed below to any employee.

Hourly pay rates of second shift employees shall include a twenty five cent (\$.25) per hour shift premium. The shift premium of third shift employees shall be thirty cents (\$.30).

Employees hired **prior to July 1, 2005** shall for the first twelve (12) months of employment be paid at a rate that is \$1.50 less than standard rate of the work performed as set forth in the wage schedule. During these employees second twelve months of service they will be paid at rates equivalent to \$1.00 less than the standard rate of work performed. During these employees third twelve months of service they will be paid at rates equivalent to \$.50 less than the standard rates.

Grade	-Hourly-Rate Effective:		
	6/13/05	6/12/06	6/11/07
Operator	15.14	15.24	15.34
Advanced Operator	15.25	15.35	15.45
Specialist I	15.44	15.54	15.64
Specialist II	15.59	15.69	15.79
Technician	16.08	16.18	16.28
Technician II	16.58	16.68	16.78
Machine Repairer	20.10	20.20	20.30
Industrial Electrician	20.85	20.95	21.05
Tool & Die	20.35	20.45	20.55

The starting wage rates for all employees in the following classifications who are hired after the ratification date of the 2005-2008 agreement will be as follows:

Grade	7/1/05	6/12/06	6/11/07
Operator	11.20	11.50*	11.80*
Advanced Operator	11.31	11.61*	11.91*
Specialist I	11.50	11.80*	12.10*
Specialist II	11.65	11.95*	12.25*
Technician	12.14	12.44*	12.74*
Technician II	12.64	12.94*	13.24*

* The wages reflected in this wage table include both the Cost of Living Allowance as well as the negotiated wage increase.

Such employees will receive all general wage increases and cost of living increases as they become effective, and an increase of \$.50 per hour on each anniversary date of hire until they reach the full standard rate for their classification as provided in Schedule A.

The wage rate of any such employee who moves from one of the above classifications to another will be adjusted by the differential between the wage rate for the classification the employee left and the wage rate for the new classification.

Plastic Molding Technician Trainees will be paid \$0.50 per hour less than the rate for Plastic Molding Technicians for a period of time ranging from 6 months to no longer than 2 years. After at least six (6) months, such Plastic Molding Technician Trainees will be upgraded as soon as they demonstrate that they can perform all functions of the job. If an employee is unable to demonstrate such ability after two (2) years, the employee will be disqualified.

All employees will receive a \$250.00 ratification bonus payable as soon as possible after July 1, 2005.

Establishment of a "Red Star" rate may be accomplished through written agreement between Human Resources and the Union Bargaining Committee. The loss of "Red Star" rate will result from:

- a. Quit
- b. Termination
- c. Retirement
- d. Equity increases in grades
- e. Promotion through the bidding procedure

SCHEDULE B GROUP HEALTH/LIFE BENEFITS

Section 1. Upon the signing of this agreement all group benefit plans will be continued with no lapse of coverage.

The current PPO medical insurance plan provided through Blue Cross Blue Shield will remain effective from the ratification of this Agreement until January 1, 2006. Changes in coverage effective January 1, 2006 and January 1, 2008 are shown in the chart on page 68. The employees' weekly share of the premium for this PPO plan are as follows on a pre-tax basis:

Effective	2006	2007	2008
First pay			
Single	\$2.00	\$4.00	\$6.00
Family	\$5.00	\$10.00	\$15.00

Section 2. Life Insurance - Effective July 1, 2002
 Employees with less than 5 years - \$10,000
 Employees with 5 years or more - \$20,000

Section 3. Accidental Death & Dismemberment - Effective July 1, 2002
 Employees with less than 5 years - \$10,000
 Employees with 5 years or more - \$20,000

Section 4. Optional Dental Plan - Three Class Expenditures

- A. Preventive - 80%
- B. Basic - 60%
- C. Major - 50%

Deductible Amount - \$50 per individual, up to \$100 per family

Maximum calendar benefit per person - \$750.00

Employees will contribute 75% of the Company's cost of providing the plan. Pre-tax contribution rates shall be established on January 1 of each year of the agreement, but monthly rates may not exceed \$6.00 for a single plan or \$15.00 for a family plan.

**SCHEDULE C
PENSION PLAN AND OTHER BENEFIT ISSUES**

Section 1. The pension plan in effect immediately prior to the signing of this agreement is continued with the following revisions:

- a) Employees retiring on or after June 16, 2002, will be entitled to a normal retirement benefit of \$25.00 per month per year of service.
- b) Both past and future retirees enrolled under Medicare Part B are eligible for reimbursement of the full cost of the premium by the Company.
- c) The Group Medical Plan will be available until age 65, with the retiree paying the full cost, for employees who elect to take Early Retirement and the employee who is placed on Disability Retirement.
- d) A reduced early retirement benefit is available at age 55 with 10 years of service. The pension reduction factor will be 0.4% per month prior to age 65. The maximum early retirement reduction factor shall not result in a benefit of less than .52 of the normal retirement benefit.
- e) Disability Retirement is available in the event total and permanent disability is incurred after age 40 but before age 62, following completion of 15 years of continuous service.
- f) Surviving spouse benefit is payable if you predecease your spouse and have not yet retired but have completed 5 years of service and are entitled to a vested benefit.
- g) Vested benefit is available if termination of employment occurs following the completion of at least 5 years of continuous service.
- h) Any employee who wants the Union Pension Committee to have a copy of his calculated pension benefit upon retirement must make a written request to the Human

Resources Department. The complete plan is continued in a separate agreement and is as if contained herein.

Section 2.

A. Sickness and Accident Benefits

1. When an employee is unable to work due to an illness or a non-work related injury and the disability period is at least three working days, the employee may be eligible for weekly Sickness and Accident benefits according to the following terms:

a. Requirements for eligibility are as follows:

i. The Sickness and Accident application form must be completed entirely and returned to Human Resources within three days of the first day missed (this deadline also applies to Sickness and Accident extensions). Exceptions to this three-day requirement can be made for extenuating circumstances such as hospitalization, or for other compelling reasons, and where such reasons have been credibly provided, they will not be unreasonably denied; however, the employee must make an effort to contact the Company as soon as possible.

ii. All non-work related disabilities require certification by a licensed medical professional (above the level of RNs and LPNs). The employee must provide the Sickness and Accident application form to the physician or medical professional. The certification should include the nature of the illness or injury, the reason why the employee is or will be unable to work, the expected duration of the condition, and the prognosis for recovery. Sickness and Accident application forms are available from the Human Resources Department.

iii. The employee must verify that Human Resources received the application form if it was to be faxed by a physician.

iv. The employee must follow any orders issued by the medical professional or professionals.

b. If the condition exceeds 30 calendar days, a new application must be submitted every 30 days.

c. Benefits begin on the first working day for an injury, and the fourth working day for an illness. In the event the condition exceeds 20 consecutive working days (four work weeks for employees regularly scheduled to work a 12-hour shift or non-traditional week-end shifts), the

three working day waiting period will be paid. Weekends are not included in the waiting period unless the employee is regularly scheduled to work weekends.

d. Sickness and Accident benefits are available for a maximum of 26 weeks for each totally unrelated disabling condition during a rolling 12-month period. (Example: A broken leg and a gall bladder surgery are totally unrelated and would qualify as two separate disabilities. However, gall bladder surgery and digestive or stomach disorder are probably related and would be considered the same disability.)

e. Sickness and Accident leave may run concurrently with Family and Medical Leave Act (FMLA) if the employee is eligible for FMLA leave and the absence qualifies for FMLA.

f. If the employee is not eligible for, or if the absence does not qualify under, the FMLA, attendance points will be accrued for each Sickness and Accident absence per the attendance policy.

g. The employee must execute whatever documents are necessary to permit his or her medical professional to provide medical information to the Company.

h. The Company reserves the right to obtain a second opinion in those cases where the Company may dispute the physician's findings. In cases where there is a disagreement between the two physicians' opinions, a third physician will be selected and this third physician's opinion will be binding.

i. Employees returning from Sickness and Accident leave are not allowed to return with temporary work restrictions.

j. If the employee fails to submit the Sickness and Accident application form on time, to follow the medical professional's orders, or to verify that the application form was received, the consequences are loss of Sickness and Accident benefits, accumulation of attendance points, and / or possible termination.

2. The Sickness and Accident benefit level is \$225.00 per week.

B. Worker's Compensation

1. When an employee is injured on the job and does not collect Worker's Compensation benefits for the waiting period, the company will pay the same to the employee.

C. With the exception of Worker's Compensation, new employees will not be eligible for any benefits, including those contained in Schedules B and C, until completion of their probationary period.

D. The Company agrees to comply with all applicable federal, state or other legislation pertaining to covered benefit plans, including ERISA and COBRA.

E. Bargaining unit employees will be allowed to participate in the Company's Section 401K Plan (with no employer contributions) through payroll deductions.

Section 3. The Company will establish a Tuition Reimbursement Program for hourly production and maintenance workers that would provide for the following:

1. All full time, active employees who have completed at least six (6) months of credited service are eligible.
2. Tuition for approved courses will be reimbursed at 100% upon completion of the course with a grade of "C" or better or "Pass" on a "Pass/Fail" system.
3. Applications have to be approved prior to the employee's having registered for the course.
4. Courses must be taken on the employees' own time and must be related to improving the employee's ability on current job or preparing employee for more challenging assignments in the future. Courses will also be approved if they are requirements in a degree or certificate program which leads to the employee's being prepared to take on more challenging assignments for the Company.
5. Courses must be provided by an accredited 2 year or 4 year college or university.
6. Employees are not eligible if they are receiving any other form of financial assistance which covers tuition costs (e.g., scholarships, grants, military benefits, etc.) unless that assistance does not cover the entire cost of the tuition. If that is the case, eligibility is limited to the difference in cost vs. assistance.
7. No employee will receive reimbursement for more than 6 credit hours in a given semester, no more than \$1,000 in a given calendar year, with lifetime maximum limit of \$5,000.
8. Employees who resign or are discharged from the Company before completion of a course(s) are not eligible for tuition reimbursement. Employees who are laid off before completion are eligible for reimbursement for courses that had been approved before the lay-off.
9. Tax laws may require that such educational assistance reimbursed by the Company be treated partially or totally as income.

10. The appropriate forms and procedures will be provided by the Human Resources Department.

Section 4. Electrolux Home Products, Inc. Thrift Plan (Bargaining Employees Webster City)

A. Effective August 1, 2005, the Electrolux Home Products, Inc. Thrift Plan (currently available to Bargaining Unit employees in Webster City) will be amended to provide for regular company contributions for each hour worked as provided below:

<u>Effective 8/1/05</u>	<u>Effective 6/12/06</u>	<u>Effective 6/11/07</u>
\$.05	\$.10	\$.15

B. Vesting

1. Vesting is the process of earning ownership of the contributions in your Retirement Savings Plan account. If you are 100% "vested," you have full ownership of these contributions.

a. Vesting in Your Contributions

Employees are 100% vested in all employee contributions (before-tax, after-tax and rollover). If an employee leaves the Company before retirement, the employee is entitled to 100% of these contributions.

b. Vesting in Company Contributions

Employees vest in Company contributions to their accounts over time. Employees must have at least two years of vesting service before they begin vesting in Company contributions. Then, employees vest in these contributions according to the following schedule:

<u>Years of Vesting Service</u>	<u>Percent Vested</u>
6 or more	100%
5	80%
4	60%
3	40%
2	20%
Less than 2	0%

Notwithstanding the foregoing vesting schedule, an employee will become fully vested in Company contributions if the Webster City plant is closed during the term of the 2005 – 2008 collective bargaining agreement and the employee works until the date the employee is actually laid off due to the closing.

c. Vesting Service

Vesting service generally includes all service with Employer (and other Employers who are related to Employer) from the employee's date of hire up to the employee's date of termination. A termination – for purposes of this Plan – occurs on the earliest of:

- i. The date an employee retires, dies, resigns or is discharged;
- ii. Twenty-four months from the date the employee are absent for maternity or paternity reasons (for example, if you have a child or adopt one); or
- iii. Twelve months from the date an employee are absent for other reasons such as illness or layoff.

If an employee leaves and then is rehired, prior vesting service will be reinstated immediately if the employee is re-employed within one year after his or her termination date. If an employee is re-hired more than one year after his or her termination date, the employee's prior vesting service will be reinstated after the employee has been re-employed for 12 months.

SKILLED TRADES

A. Hours of Work

2-2-3 12-Hour Schedule - Fixed Shifts (2 cycles)

For A Crew (Days) and C Crew (Nights)						
<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF

For B Crew (Days) and D Crew (Nights)						
<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
WORK	OFF	OFF	WORK	WORK	OFF	OFF
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF
OFF	WORK	WORK	OFF	OFF	WORK	WORK

1. Skilled Trades employees will apply only to Industrial Electricians, Machine Repairers and Tool & Die Makers.
2. There will be two day crews and two night crews in Skilled Trades.
3. The 7-Day 24-Hour Schedule implemented will be the one known as the "2-2-3-12" schedule. The schedule hours will be 7:00 AM - 7:30 PM and 7:00 PM - 7:30 AM. Those employees working the 7:00 PM to 7:30 AM shift shall receive the third shift premium pay.
4. There will be 30 minute unpaid lunch periods.
5. There will be three (3) ten (10) minute rest periods per twelve (12) hour shift.
6. The payroll week will start at the beginning of the first shift on Sunday and end at the finish of the second shift on Saturday.
7. Saturdays and Sundays will be included as regular work days in the schedule. Any Sunday or Holiday overtime work will be on a voluntary basis.

B. Job Bidding

1. Job bids shall be processed through the provisions of Article 9 with the following exceptions:
 - a. **Skilled Trades job openings will be bid first within each trade and within the department.**
 - b. At the completion of an Apprenticeship Program, the Company shall place Journeymen into available openings, (skilled or unskilled), by seniority, that remain after the **departmental** job bidding procedure has been exhausted. **Any openings that remain after bidding within each trade and within the department will be bid plant-wide.** Such employees cannot elect to return to non-skilled trades status as long as openings in their trade exist on any shift at that time.
 - c. When a journey person bids to a temporary opening within **his or her** trade, **he or she** will return to **his or her** former crew and trade upon completion of the temporary job bid. **A journey person who has successfully bid to a temporary opening within his or her trade shall be allowed to bid on a permanent trade position should one be posted.**

C. Tools

1. When an employee enters the Skilled Trades or Apprenticeship Program, the Company will provide the employee with the tools necessary to do the work in their classification at no cost to the employee.

2. In the event another classification is added, the tool list for such classification will be by mutual agreement between the Company and the Skilled Trades Committee.
3. Employees will acknowledge for the receipt of tools, formally, and will be responsible for the care, safe keeping and replacement of tools lost through their negligence. Employees will report any damaged tools to their facilitator and such tools will be replaced at the discretion of the Company.

D. Uniforms

1. All skilled trades employees will be provided cotton uniforms or coveralls (as the current uniforms need to be replaced) at no cost to the employee. All employees entering a skilled trades classification or apprentice program will be provided uniforms on the same basis. Such apparel shall be cleaned and maintained by the Company.

E. Joint Apprenticeship/Skilled Trades Committee

1. The Joint Apprenticeship/Skilled Trades Committee shall consist of one journeyman from each trade and two (2) alternates and three (3) Company representatives, **consisting of the Labor Relations Manager, Tool & Die Manager, and Maintenance Manager, or their designees.**
 - a. All elections and areas of responsibilities will be the responsibility of the Union.
2. The joint Apprenticeship/Skilled Trades Committee shall meet once a month. This meeting shall be for the apprenticeship issues, and any other issues that pertain to skilled trades. Additional meetings will be called if needed.
3. The Company agrees to have a minimum of one (1) apprentice per trade in the Apprenticeship Program except during periods of reduction in force **within the skilled trades workforce.**

F. Seniority

1. Upon satisfactory completion of the Apprenticeship Program, the Apprentice will be given 100 percent of time on course for the purpose of establishing classification seniority as a Journey Worker with the Company where Apprenticeship is completed. Returned veterans who had the Apprenticeship Program interrupted shall, upon completion of the Apprenticeship, receive seniority credit equal to the time on course, plus the length of service in the Armed Forces.
2. Employees entering the skilled trades, other than through the Apprenticeship Program shall be given a seniority date **after June 12, 1996** retroactive to their date of entry into the classification.

3. Any employee in the skilled trades classification or who is entering the skilled trades classification will retain and accumulate their plant seniority.

4. All skilled trades seniority will be on a plant wide basis within their respective classification.

5. Skilled Trades employees who elect to bid on a non-skilled trades job, accept a salaried position, or enter the apprenticeship program in another trade shall lose their skilled trades seniority.

6. Increase in Workforce

a. When it becomes necessary to increase the number of permanently assigned employees in a trade, the following procedure will be utilized.

1. Employees with recall rights to their shift and/or crew shall be listed in seniority order.

2. Placements to fill such openings shall progress in descending seniority order.

3. If there are no employees with rights to the position through provisions of the above procedure, the opening shall be filled through the job bidding procedure.

4. If the provisions do not result in the filling of the opening, the Company may fill the opening with a qualified unassigned employee or new hire.

b. Eligibility for recall rights shall operate as follows:

1. By seniority, employees reduced from their crew, shift, and/or trade shall have recall to the same. Employees accepting recall to their original shift shall have subsequent recall to their original crew. Employees may decline recall to their original shift and retain recall to their original crew.

7. Decrease in Workforce

a. When it becomes necessary to reduce manpower within a trade, the Company shall establish the number of employees needed on each shift and crew.

b. Employees who do not have the seniority to maintain their crew shall have the right to fill an opening in their trade, on another crew on their shift. If no openings exist, they will be listed as departmental unassigned.

c. Unassigned employees within a trade shall be given the opportunity to displace less senior employees within the following guidelines:

1. Displace the least senior employee in their trade on another crew on their shift.
 2. Retain their trade by accepting assignment in their trade to another shift.
 3. Displace the least senior in their trade on another shift.
 - 4. Displace the least senior employee in the lowest paid classification in department 415 on a traditional shift.**
 5. Displace the least senior operator plant wide.
- d. Those employees reduced out of a trade shall continue to accrue their skilled trades seniority.

G. Overtime

1. Employees in Skilled Trades shall not work more than twelve (12) hours in a twenty-four (24) hour period.
2. Overtime shall be awarded by seniority within a trade and shift on an equalized basis. Equalized overtime shall be equalized as follows:
 - a. Overtime shall be equalized by classification and shift.
 - i. Employees will give an immediate response when asked for overtime.
 - b. Employees will be charged for the amount of overtime hours canvassed.
 - c. Apprentices shall be eligible for overtime per the Apprenticeship Agreement. Apprentices will be part of the equalization of overtime within their respective classifications and will be recorded separate from the Journeymen hours.
 - d. Employees will be equalized to within 36 hours within their classification and shift at all times.
 - e. If an employee is 36 or more hours out of balance, they may submit an out of balance form to the facilitator.
 - f. If employees who have an out of balance form on file and are not canvassed for overtime for which they are eligible, the employee(s) furthest out of balance will be paid per incident for the hours which are worked beyond 36 hours. If more than one employee has out of balance forms on file and they are equally out of balance, the most senior employee(s) will be paid per incident. Out of balance forms will be good until the employees who have them on file are brought in balance.

- g.** Employees on a temporary or permanent transfer to another crew will carry their hours with them and will be asked for overtime on that crew, as their overtime hours dictate.
- h.** New employees will be charged with the highest hours of the crew to which they are **permanently** assigned.
- i.** Every possible effort will be made to ask for overtime as early as possible.
- j.** When an employee is called into work after the beginning of a shift they will be working, they will be charged the number of hours they work. Unanswered calls, message machines and calls answered in which the employee can not come to the phone, will be considered as the employee declining the opportunity to work, and will be charged as if they worked the overtime.
- k.** When employees are absent for any reason on the day that overtime is solicited, they will be charged for the hours being canvassed, unless the employee notifies the facilitator that he or she is available for the overtime at least 24 hours prior to the overtime beginning. Such notification will be in writing on a form provided by the Company and signed by both the facilitator and the employee.
- l.** Employees who are on any extended leave of absence for three days or more will be charged the hours they would have otherwise been asked to work.
- m.** A record of all overtime hours worked will be updated daily and will be posted in the Tool and Die and maintenance Shop area.
- n.** The steward will update the board on a daily basis.

 - i.** If the steward is absent, then the Bargaining Committeeperson will update the board.
 - ii.** If the Bargaining Committeeperson is absent, then the Bargaining Committee Chairperson will update the board.
 - iii.** If an error is made in posting hours on the board due to a supervisor's mistake, no discipline will be taken against the steward, Committeeperson, or Chairperson.
 - iv.** Time will be allowed for the steward to keep the board updated on a daily basis.
 - v.** Should the person responsible for transferring the hours to the main board intentionally make an error in posting hours, discipline may be taken for just cause.

vi. The Company will provide a copy of the canvass sheet to the steward. The original will be placed on file with the Company.

3. All overtime work performed on Saturday will not exceed twelve (12) hours and will be paid at one and one-half (1 ½) times the rate of pay.
4. All overtime performed on a Sunday or holiday will be paid at two (2) times the rate of pay, plus holiday pay when overtime is performed on a holiday.
5. Overtime rates will be computed by the rate schedule laid out in Schedule "A" of the Working Agreement.
6. The Company agrees not to schedule required overtime more than one (1) Saturday per calendar month, and in the event it does schedule one Saturday per month, this overtime will be for project work only. The Company will not schedule daily overtime or require any employee to work any other overtime outside their regular schedules. Saturday shall not be scheduled when a holiday falls on a Sunday, Monday or Friday. All other overtime shall be voluntary.

H. Classifications

1. The following classifications shall be set forth within a group:
 - a. Tool & Die Maker
 - b. Electrician
 - c. Machine Repairer
2. There shall be no combining of the 3 classifications listed above.
3. In the event another classification is to be added, it shall be by mutual agreement between the Joint Apprenticeship/Skilled Trades Committee, the Bargaining Committee and the Company.

I. Premium Pay

1. During payroll weeks when an employee is scheduled to work 36 hours, time and one-half will be paid for all hours worked in excess of 36 and all hours outside of their normal schedule.
2. During payroll weeks when an employee is scheduled to work 48 hours, time and one-half will be paid for all hours worked in excess of 40 and all hours outside of their normal schedule.
3. Double time will be paid for hours voluntarily worked on any "real" holiday which is not a part of the employee's regularly scheduled work week, in addition to the holiday pay.

4. Double time will be paid for all hours voluntarily worked on any Sunday which is not included in an employee's regularly scheduled work week.

J. Holiday Pay

1. Eligible employees (Article 23, Section B and B1) will receive 8 hours of holiday pay when the holiday falls on a day the employee was not scheduled to work. Eligible employees (Article 23, Section B & B1) will receive 12 hours of holiday pay when the holiday falls on a day the employee was scheduled to work.

2. The holiday schedule is as follows:

January 1
Easter Sunday
Sunday before Memorial Day
Memorial Day Monday
Independence Day
Labor Day Monday
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve (December 24)
Christmas Day (December 25)
December 31

K. Continued Training

1. During these negotiations, the parties discussed and recognized the desirability of training skilled trades workers due to increasing technology of new equipment. The Company agrees with the Union that the skilled trades workforce is an essential and valuable component of the Company's future success. Therefore, the Company agrees to continue to provide necessary training and upgrading of skills and abilities for skilled trades workers when new equipment and technological changes are introduced into the plant.

2. The Company agrees that the Skilled Trades Committee and the Company representatives will meet to discuss such subjects as:

- a. The job impact resulting from the introduction of new technologies.
- b. The nature and scope of such technological changes.
- c. Possible safety problems resulting from the introduction of such new technologies.
- d. Plans for the introduction of such new technologies.

e. New applications of existing technologies.

3. In the event training on a particular shift is needed on a particular piece of equipment, employees who normally perform the work on the equipment will be offered training on a seniority basis from the most senior to the least senior within the trade. **Training of additional employees after the employees who normally perform the work on that equipment have been trained will be offered as needed to the remaining employees in the trade on a seniority basis.** Employees shall be given at least a five (5) workday notice prior to being moved to another shift and such training shall not exceed twenty (20) working days.

L. Outside Contracting

1. During these negotiations, the Company and the Union agreed to discuss the issue of subcontracting. It is understood that the "Statement of Policy" is as follows: It shall be the policy of the company to utilize its seniority employees by continuing to use their best efforts to keep in house the maintenance of tools, dies, fixtures and facilities. The Company still maintains the right to use sub-contractors insofar as it will be judicious and fair. The Company agrees to meet and confer with the Skilled Trades Committee regarding the appropriateness of specific subcontracting activities.

Classifications

Skilled Trades Pay Grade

Electrician
Machine Repairer
Tool & Die Maker

Technician II Pay Grade

E-Coat Technical Coordinator
Paint Scheduler
Plastics Mold Tech
CMM Operator
Trailer Spotter

Technician I Pay Grade

Alliance Press Operator
Alliance Fabrication Floater
Alliance Drum Operator

DFP-Technician

E Coat / Bonderizer Operator
Fabrication Technician
Final Pack Technician
FMS Operator
Groundskeeper
ISO Technician
Lit Room Technician
Mold Technician Trainee
Next Level Fabrication Technician
Next Level Press Operator
Paint Mix / Bonderizer Technician
Paint Quality Technician
Paint Utility Worker
Power & Free Technician
Quality Floater
Quality Technician
Production Technician
Receiving Inspection Technician
Roving Inspector
Quality Auditor
Tool Crib Attendant
Utility Set-Up
Waste Water Operator

Advanced Operator Pay Grade

Blow-Off Operator
Bonderizer Clean-Up
Cabinet Hanger
Drum Handler
Drum Vaner
Dryer Felter
Final Line Inspector
Final Pack Bander
Final Paint Inspector
Freestand Cabinet Installer
Gas Burner Assembly

Advanced Operator Pay Grade (continued)

Heater Pan Assembly
Hook Changer
Hot Strip / Acid Dip Operator
LC Timer Wirer
Line Inspector
Metal Finisher
Paint Clean-Up
Parts Hanger
Powder Coat Clean-Up
Power & Free Operator
Stack Console Assembly
Take-Off Operator
Transmission Drop

Specialist II Pay Grade

Advanced Fabrication Operator
Alliance Cabinet Assembly
Alliance Cell One
Alliance Console Assembly
Alliance Doors and Drawers
Alliance Final Assembly
Alliance Floaters
Alliance Inspection
Alliance Pit
Alliance Pumps
Alliance Reject Repair
Alliance SCU Insert
Alliance Team Leaders
Alliance Trim Insert
Alliance Tub Insert
Alliance Tub Line
Assembly Utility Worker
Automatic Thermostat Control
Cut to Length Operator
Cycle Counter
Dock Attendant
Electrostat Operator
Final Shipping Processor
Gate Keeper
Grey Hang Coordinator
In Process Inspector
Lift Truck Operator
Line Accum Inspector
Material Handler
Materials Floater
Minster Operator
Paint Floater
Paint Mix / Bonderizer Operator
Palletizer / Pallet Operator
Plant Wide Clean-Up
Plastics Grinder
Press Floater

Specialist II Pay Grade (continued)

Purchase Parts LTO
Receiving Inspector
Receiving Trailer Attendant
Secondary Machine Operator
Service Exports Handler
Service LTO
Service Utility Worker
Silk Screen Operator
Sonic Welder
Steel Handler
Steel Inspector
Transfer Press Operator
Trash Hauler

Specialist-I-Pay-Grade

Blu-Surf Operator
Drum Seamer
Final Pack Reject Repair
Floater
Gray Metal Inspector
Janitor
Lit Folder
Fabrication Multi-Station Welder
Off-Line Reject Repair
On-Line Reject Repair
Paint Off-Line Reject Repair
Paint On-Line Reject Repair
Paint Touch Up
Press Operator
Punch Press Operator
Reject Repair Inspector
Roll Former Operator
Spot Welder

Operator Pay Grade **Operators**

**Memorandum of Agreement
Weekend Coverage
Non-Traditional Shift**

Per Article 13, Section C-8 of the current Working Agreement, the Union and the Company agree to establish Non-Traditional shift coverage for the weekend operations. It is understood that this agreement is intended to address future needs of increased product demand through the implementation of a Non-Traditional shift coverage. Implementation of such coverage will not be the basis for decrease of workforce on traditional shifts in the affected department.

I. Definitions

1. Departments utilizing weekend shifts will consist of two work entities: a traditional (T) shift and a non-traditional (NT) shift.
2. The traditional shift will include three crews (first, second, and third) to work continuous traditional shift hours as defined by the Working Agreement.
3. The non-traditional shift will include **up to** four crews (W,X,Y, and/or Z). Each crew will follow a thirty-two (32) hour schedule based on a forty (40) hour work week (scheduled 32 hours, paid for 40 hours).

II. Schedule of Work Hours

- Crew W: 11:00 pm - 7:00 am Friday
11:00 pm - 11:00 am Saturday
11:00 pm - 11:00 am Sunday
- Crew X: 3:00 pm - 11:00 pm Friday
11:00 am - 11:00 pm Saturday
11:00 am - 11:00 pm Sunday
- Crew Y: 11:00 pm - 11:00 am Saturday
11:00 pm - 11:00 am Sunday
11:00 pm - 7:00 am Monday
- Crew Z: 11:00 am - 11:00 pm Saturday
11:00 am - 11:00 pm Sunday
3:00 pm - 11:00 pm Monday

	Thursday	Friday	Saturday	Sunday	Monday
12:00 A		W	Y/W	Y/W	Y
1:00 A		W	Y/W	Y/W	Y
2:00 A		W	Y/W	Y/W	Y
3:00 A		W	Y/W	Y/W	Y
4:00 A		W	Y/W	Y/W	Y
5:00 A		W	Y/W	Y/W	Y
6:00 A		W	Y/W	Y/W	Y
7:00 A			Y/W	Y/W	
8:00 A			Y/W	Y/W	
9:00 A			Y/W	Y/W	
10:00 A			Y/W	Y/W	
11:00 A			X/Z	X/Z	
12:00 P			X/Z	X/Z	
1:00 P			X/Z	X/Z	
2:00 P			X/Z	X/Z	
3:00 P		X	X/Z	X/Z	Z
4:00 P		X	X/Z	X/Z	Z
5:00 P		X	X/Z	X/Z	Z
6:00 P		X	X/Z	X/Z	Z
7:00 P		X	X/Z	X/Z	Z
8:00 P		X	X/Z	X/Z	Z
9:00 P		X	X/Z	X/Z	Z
10:00 P		X	X/Z	X/Z	Z
11:00 P	W	Y/W	Y/W	Y	

III. Definition of Work Week

1. The payroll week for non-traditional shift employees will begin at 11:00 pm Thursday and end seven (7) days later at the same time.
2. To be eligible for the eight hour incentive pay, non-traditional shift employees must work at least 20 hours of the 32 hour schedule unless absence is provided for by the Working Agreement or state or federal laws.
3. In the event of a short term layoff of less than the thirty-two (32) hour schedule, non-traditional employees will be eligible for the eight (8) hour incentive pay.

IV. Scheduled Overtime

1. Non-Traditional shifts will not be scheduled for overtime outside the thirty-two (32) hour work week until eligible traditional shift employees have been afforded the opportunity to work the available overtime hours.

2. Whenever an entire non-traditional crew is scheduled to work overtime beyond the non-traditional thirty-two (32) hour work week, a notice shall be posted on Saturday by 3:00 pm, two (2) work days (48 hours), prior to the working of such overtime. Scheduled overtime shall not exceed eight (8) hours and shall be assigned as follows:

Crew Z: 3:00 pm - 11:00 pm Friday
Crew Y: 11:00 pm - 7:00 am Friday
Crew X: 3:00 pm - 11:00 pm Monday
Crew W: 11:00 pm - 7:00 am Monday

V. Voluntary Overtime

1. Except for holidays, Non-traditional crews will be eligible for voluntary overtime only after the eligible Traditional shift crews have been afforded the opportunity to work the available overtime.
2. In the event work is needed on a holiday, Traditional shift employees will be eligible for such work if the holiday falls on a Tuesday, Wednesday, or Thursday. Non-traditional shift employees will be eligible for holiday work if the holiday falls on a Saturday or Sunday. For holidays that fall on a Friday or Monday, both Traditional and Non-traditional shifts shall be combined and solicited in seniority order for available work.
3. Non-traditional crews shall be combined and solicited for available overtime in seniority order (in the affected classifications). Such employee(s) will not be required to work more than 12 hours on a 12 hour scheduled day or 10 hours on any other 8 hour scheduled day.
4. It is understood that the non-traditional shift will recognize the calendar day for holiday purposes. **The following holiday schedule will be observed:**

January 1
Easter Sunday
Sunday before Memorial Day
Memorial Day Monday
Independence Day
Labor Day Monday
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve (December 24)
Christmas Day (December 25)
December 31

5. If the calendar holiday falls on a Saturday or Sunday, non-traditional shifts will receive twelve (12) hours holiday pay. All other holiday pay will be at eight (8) hours.

VI. Overtime Premium

1. Non-traditional crews shall be paid one and one-half (1 ½) times the regular wage rate or the rate of the work performed, whichever is greater, for work performed outside their non-traditional shift on the fourth day of the non-traditional work week.
2. Non-traditional crews shall be paid two (2) times the regular wage rate or the rate of work performed, whichever is greater, for work performed outside their non-traditional shift on the fifth day of the non-traditional work week.

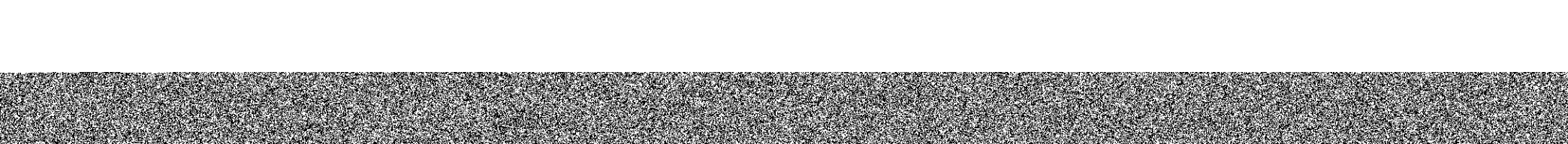
VII. General Provisions

1. Unless otherwise provided for in this agreement, provisions of the current Working Agreement will apply to non-traditional shift operations.
2. Revision or modification of this agreement shall be by mutual agreement of the Union and the Company.
3. Non-traditional shifts will be provided three (3) ten (10) minute breaks during a twelve (12) hour work period and two (2) ten (10) minute breaks during an eight (8) hour work period.
4. Each crew will have a twenty (20) minute paid lunch period.
5. The Company attendance policy will be administered as is currently being recognized by other non-traditional shifts.
6. Non-traditional shift employees granted a half (1/2) day of vacation on a twelve (12) hour scheduled work day will have six (6) hours off and pay for four (4) hours. A full day vacation will be twelve (12) hours off and eight (8) hours of pay.
7. Non-traditional shift employees working hours other than the twelve (12) hour schedule who are granted vacation, will be charged/paid per Article 22 of the current Working Agreement.
8. Non-traditional shift employees on crews W and X will be paid on Friday and crews Y and Z will be paid on Saturday. Pay checks will be available prior to lunch break of the affected employees.
9. For the purposes of increases or decreases of the workforce, the traditional and non-traditional shifts shall be subject to the provisions of Article 8, with the department being considered as having the following five (5) shifts:
 - a. Non-Traditional W,Y

- b. Non-Traditional X,Z
- c. Traditional first
- d. Traditional second
- e. Traditional third

10. Lift truck operators will not be put into the job rotation of the department utilizing weekend shifts. They may volunteer for cross training in the department as provided for in the Working Agreement.

11. Crews W and Y will receive the third shift premium. Crews X and Z will receive the second shift premium.



Letter of Understanding #1

The Company and the Union agree to establish and maintain a functional Labor/Management Team. The Union Members of the LMT will include the Chair of the Union Safety Committee, the Chair of the Bargaining Committee, the Vice Chair of the Bargaining Committee, and two (2) members of the Bargaining Unit selected by the Union, exclusive of Bargaining Committee Members, who will rotate on a quarterly basis. The Company Members of the LMT will include the Operations Manager, the Industrial Engineering Manager, a representative of Human Resources, the Company Safety Director, and one (1) member of management who will rotate on a quarterly basis.

The responsibility of all members of the Labor Management Team will be to identify and implement resolution of issues concerning safety, quality, productivity, and manufacturing flexibility to promote the well being of the Union, the Company, its employees, and its customers. The Labor/Management Team shall also promote better understanding of competitive conditions and critical business issues among all employees. It is understood that the Labor/Management Team shall not have authority to alter the terms of the collective bargaining agreement. Any such alterations suggested by the Labor/Management Team must be approved by the appropriate representatives of the Union and the Company.

Signed the 15th day of June 2002

For the Company:

Linda Norcross
Vivian Nelson
John [unclear]
Scott Thomson
Bob Wagner Jr.
[unclear]
Tom O'Keefe

For the Union:

Timothy W. Schuell
James H. [unclear]
Scott Gorman
Kevin High
Danella S. Fitzgerald
[unclear]
[unclear]

Letter of Understanding #2

The parties agree that the Webster City (Laundry Plant) and the Jefferson (Transmission Plant) are separate bargaining units and have handled their Labor/Management issues as such since their recognition.

This letter of Understanding in no way circumvents these separate relationships; however a plant closing would trigger a preferential hiring process that up until this date did not exist. If and only if the Jefferson plant is closed, employees will be given an opportunity

to work at the Webster City plant. Transferring could only occur if there were bonified job openings at Webster City and the employees could perform the work available. The most senior employees would get first preference and would maintain their seniority for benefit purposes (i.e.: pension, vacation, etc.) however they would be treated as a new hire with the standard probationary period for job assignment purposes (i.e.: lay-offs, job bidding etc.). Naturally, an employee would be required to work until their last scheduled day in Jefferson before they would be eligible for transfer. This opportunity to transfer would be for one (1) year from the last day worked at the Jefferson plant.

Signed this 12th day of June, 1996

For the Company:

Charles Hampton

For the Union:

Terrence White

Letter of Understanding #3

When the Company is considering to outsource any work currently being performed by bargaining unit employees, they shall give the Bargaining Committee a fifteen (15) day written notice of the justification of the letting of such contract. The Company and the Bargaining Committee will then meet and discuss the letting of the contract. If the work has been outsourced due to lack of space or high production, and space becomes available or production decreases, the Company and the Bargaining Committee will meet to discuss the possibility of returning the outsourced work.

Letter of Understanding #4

During the term of this agreement both parties agree to address issues regarding the cost and availability of health care. If, as a result of changes in health care coverages, benefit costs to the Company and employee become excessive, a mutual effort will be made to identify alternative health care plans. Changes in benefit levels must be by mutual agreement.

Rand D. Hann 6/11/99
Company Date

Terrence White 6/11/99
Union Date



400 Des Moines St
Webster City, Ia 50595

Timothy W. Schnell
UAW Local 442
Webster City, Ia. 50595

Re: Compliance with Grievance Procedure

Dear Mr. Schnell:

This letter is to confirm the commitment of the Company to come into and to maintain full compliance with the time requirements of the grievance procedure. In order to ensure such compliance, the Plant Manager, Vyron Nelson will meet with the members of the Bargaining Committee on a weekly basis. These meetings will continue throughout 2005, and will continue to be held as long as is necessary thereafter to ensure that all grievances are being answered on a timely basis.

In addition, I will meet with you on not less than a quarterly basis to review the Company's compliance with the grievance time requirements. Also, I will meet with you upon your request should you encounter any concerns with respect to timeliness.

Finally, I want to provide the Company's assurance and my personal assurance that the Company will fully comply with the time requirements of the grievance procedure. Call me at any time should you wish to discuss this issue.

Sincerely,

A handwritten signature in cursive script that reads 'Doug B. Mechaelsen'.

Doug Mechaelsen
VP/GM
Electrolux Major Appliances
North America

Cc: Vyron Nelson

Electrolux Home Products, Inc.
Company Proposal to
UAW Local 442
June 28, 2005

Re: Current Probationary Employees

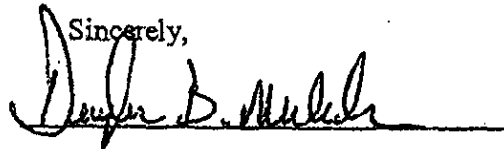
Dear Mr. Schnell

During the course of bargaining for the 2005-2008 collective bargaining agreement, a concern has arisen that was not contemplated by either of the parties. The assurances provided in this letter are intended to address that concern. In particular, members of the bargaining unit were concerned that the Company would exercise its right to terminate at its discretion current probationary employees so as to rehire them or to hire new employees at the new lower starting wage rate.

The Company has never intended to nor will it terminate probationary employees in order to hire them or other individuals at the new starting rate. In order to confirm this assurance the Company agrees on a non-precedent setting basis that it will not terminate employees who are probationary employees as of the ratification date without just cause. If a grievance should arise concerning the termination of any such employees, the grievance shall be submitted directly to Step Three of the Grievance Procedure.

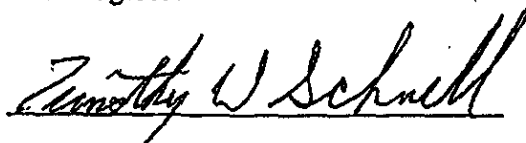
If you agree that this letter accurately sets forth the terms of our agreement on this subject, please sign a copy of this letter in the space provided below and return that copy to me.

Sincerely,



Doug Mechaelsen

It is so agreed:



Timothy Schnell

Tentative Agreement Between
Electrolux Home Products, Inc.

And

UAW Local 442

June 10, 2005

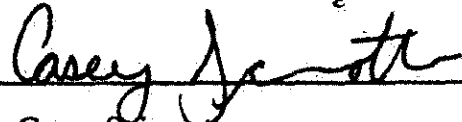
Re: Attendance Policy

Dear Mr. Schnell:

This letter is to confirm our agreement concerning the Attendance Policy currently in effect at the Electrolux Major Appliances North America, Laundry Division plant in Webster City. In particular, it was agreed that during the term of the 2005 to 2008 agreement only, the Attendance Policy shall be considered to be part of that agreement, and shall not be modified except by mutual agreement of the parties.

If you agree that this letter accurately sets forth the terms of our agreement on this subject, please sign a copy of this letter in the space provided below and return that copy to me.

Sincerely,



Casey Sciorrotta

It is so agreed



Timothy Schnell

ELECTROLUX HOME PRODUCTS' NO FAULT ABSENTEEISM POLICY

Policy

All Electrolux Home Products' employees are expected to report to work every day on time for all scheduled hours. Regular attendance is expected of all employees, and is necessary for efficient operations. In order to improve the consistency of administration, and balance the interests of our employees with the company's objectives, the company has adopted a NO FAULT attendance policy.

Instances of absenteeism will be tracked and accumulated from July 1, to June 30, and will coincide with our vacation accrual period. Employees with 7.0 or more points, will carry any points in excess of 6.5 into the next year period. The following definitions shall apply to the policy:

Definitions

- **Absence** - Failure of an employee to be clocked in and at work at any time during his or her scheduled hours of work (including mandatory and voluntary overtime), including leaving before the scheduled quitting time or arriving after the scheduled starting time. The following exceptions apply:
 1. Occupational Injury covered by Worker's Compensation.
 2. Approved FMLA Leave per the FMLA law.
 3. Bereavement Leave as provided for in the Working Agreement.
 4. Jury Duty or Court subpoenaed attendance (This does not include any court appearances for criminal acts. Documentation must be presented to Human Resources prior to the court date.)
 5. Military duty.
 6. Union Business, if on approved leave, as provided for in the Working Agreement.
 7. Leave of Absence approved in advance, as provided for in the Working Agreement.
 8. Excused from Overtime as provided for in the Working Agreement.
 9. Short Term Layoff as provided for in the Working Agreement.
 10. Approved Vacation as provided for in the Working Agreement.
- **Tardy** – Clocking in later than the scheduled starting time.
- **Leaving Early** – Leaving prior to the end of the shift. (Even if returning prior to the end of the shift.)

Administration

1. Each instance of Tardiness (less than 4.0 hours) will result in the accrual of ½ point.
2. Each instance of Leaving early (less than 4.0 hours) will result in the accrual of ½ point.

3. Each instance of Tardiness greater than 4.0 hours will result in the accrual of 1 point. (This includes scheduled and voluntary overtime)
4. Each instance of leaving early of greater than 4.0 hours will result in the accrual of 1 point. (This includes scheduled and voluntary overtime)
5. Each instance of missing a full scheduled shift will result in the accrual of 1 full point.
6. Absences for a duration of two or less days may result in the accrual of one full point provided they are for a non FMLA qualifying medically related reason or condition and accompanied by medical documentation presented to the Human Resources department the first day back to work. Absences for a duration of three or more days may result in the accrual of two full points provided they are for a non FMLA qualifying medically related reason or condition and accompanied by medical documentation presented to the Human Resources department the first day back to work.

Absences may total 6.5 points during the period July 1 to June 30 with no disciplinary action being taken. It is the employee's responsibility to be aware of how many points he or she has acquired.

- If an employee accumulates 7 points, he or she will be issued a Verbal Warning. Participants: Employee, Facilitator, and Department Steward.
- If an employee accumulates 8 points, he or she will be issued a Written Warning. Participants: Employee, Facilitator, Area Manager and Department Steward.
- If an employee accumulates 9 points, he or she will be issued a Final Notice. Participants: Employee, Area Manager and Bargaining Committee Member.
- If an employee accumulates 10 points, he or she will be discharged from employment. Participants: Per the Working Agreement.

In the event that an employee has consecutive absences so that it is impossible to administer a Verbal Warning and/or a Written Warning, it may be appropriate to bypass the Verbal Warning and/or the Written Warning and progress to a Written Warning or a Final Notice as point totals indicate.

On July 1, of each year, all employees with point totals of 6.5 or less will return to a point total of zero. Those employees with 7.0 or more points, will carry any points in excess of 6.5 into the next year period. For example, an employee with 8 points on June 30, will still have 1.5 points on July 1.

The No Fault Absenteeism Policy applies to all regular full-time hourly employees at Electrolux Home Products and will be effective Tuesday, July 6, 2004. Probationary Employees are subject to the provisions of this policy, however, successful completion of probationary periods are not dependant on this system.

NOTES

A series of approximately 30 horizontal lines for writing notes.



