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AGREEMENT

This Agreement, entered into as of the **2ND DAY OF NOVEMBER, 2002**, between **ELECTROLUX HOME PRODUCTS** (*hereinafter called the Company*) and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, and its Local 137, (*hereinafter called the Union*).

It is the intent of the parties that the following words as they appear in this Agreement will be construed to have a *dual purpose and meaning*.

he - will mean he or she.
his - will mean his or hers.
him - will mean him or her.

Committeeman - will mean Committee person.

Foreman - will mean Supervisor.

Any reference to the male gender shall be understood to mean either the male or female gender.

Witnesseth, That, in consideration of the *premises* and the mutual agreement hereinafter stated, it is agreed as follows:

Union - Company Pledge

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

ARTICLE I
Recognition and Scope of Agreement

Section 1. The Company agrees to recognize the Union as the sole collective bargaining agency for all production and maintenance employees of the Company at its Greenville, Michigan, plants excluding supervisory employees, office and clerical employees, foremen and assistant foremen, tool and die makers, apprentice tool and die makers, plant protection employees, engineering employees and laboratory employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment. The Company agrees that should it move its plants within a one hundred (100) mile radius of the City of Greenville, Michigan, the Local No. 137, UAW, shall remain the sole collective bargaining agency for all production and maintenance employees.

Section 2. (a) Subject to the provisions of the Labor Management Relations Act, 1947 all employees on the payroll of the Company covered by the Agreement, except employees with less than thirty (30) days employment, shall, as a condition of continued employment, become and remain members of the Union in good standing for the term of this Agreement.

(b) Subject to the provisions of the Labor Management Relations Act, 1947, the Company shall have the right to hire new employees who are not members of the Union, but such employees shall immediately upon the completion of thirty (30) days' employment, become and thereafter be required to remain members of the Union in good standing as a condition of continued employment.

(c) Subject to the provisions of the Labor Management Relations Act, 1947, all deductions of Union membership dues shall be made on the first payday which follows the first full pay period of the calendar month for which they are payable for each employee who has submitted to the Company a lawful card authorizing such deductions. Such deduction authorization cards shall be furnished by the Union and shall be revocable once each year, but shall otherwise be effective during the term of this Agreement.

(d) The Company shall make such deductions from the pay due such employees on the first payday which follows the first full pay period of each calendar month provided that the authorization required by subsection (c) of this Section has been received seven (7) days prior to such payday. However, if such employee has not worked forty (40) hours or more in the current month, then any such deductions shall be made from the first subsequent month in which he has worked forty (40) hours or more, or if he has been taken off the Company payroll after he has worked forty (40) hours in any month, then the dues shall be deducted from his final paycheck; and on or before the 15th day after making such deductions, the Company will transmit the amount of the deductions to the financial secretary of Local No. 137 of the Union, or to such other representatives as may from time to time be designated in writing by the Union.

(e) The Company shall submit to the Local Union a monthly record of those employees from whose earnings deductions have been made, together with the amount of such deductions. The Company shall also furnish the financial secretary of the Local Union a weekly list of all employees laid off, granted leave of absence, transferred, discharged, terminated, recalled or hired each week, and also a weekly list of employees who are laid off from each department for the purpose of proper recalls.

(f) The Union shall certify to the Company the amount of dues to be deducted from the pay of each employee.

ARTICLE II

Representation

Section 3. For the purpose of representation of employees in connection with grievances, the Greenville plants will be divided into departments for the purpose of Steward representation and zones in the case of Chief Stewards. Such departments and zones may be changed from time to time by mutual agreement.

Section 4. The Company will recognize a total of five (5) Chief Stewards, all of whom shall be selected from among the Company's employees by the membership of the Union. The employees on the 2nd and 3rd shifts of each of the Company's plants shall be represented by a Deputy Chief Steward who shall function the same as a regular Chief

Steward, except that the said Deputy Chief Stewards shall not function as bargaining committeeman. Where the number of employees on a night shift (2nd AND 3rd) is going to exceed 800 employees for more than thirty (30) days, an additional Deputy Chief Steward shall be added until the night shift falls below 800 employees. All Chief Stewards, Deputy Chief Stewards, Stewards, and **ADDITIONAL** Stewards must be employees with seniority. Chief Stewards and Deputy Chief Stewards will be assigned within the zones mutually agreed upon.

For the purpose of representation:

Zone A will consist of departments: 201, 202, 204, **240, 241, 261, 264, and 272.**

Zone B will consist of departments: **203, 216, 239, 244 .**

Zone C will consist of departments: 212, 224, 225 **and 226.**

Zone D will consist of departments:, 215, 218, **242, 245, 262, and 265.**

Zone E will consist of departments: **206, 247, 249, 251-A, 251-B, 251-C, 251-D, 251-E, 251-F, 252, 253, and 258.**

By mutual agreement between the Company and the Union, and due to the widely separated geographical location of the home departments of the Bargaining Committeemen, they may be transferred on a temporary basis during the time they function as Bargaining Committeemen, Section 21 notwithstanding. The night Deputy Chief Stewards may be called in to present their shift grievances if mutually approved between the Company and the Union. They shall be paid at their average hourly earnings for all time lost from the regular working hours for attending meetings pursuant to the grievance procedure.

Section 5. When there is an increase or decrease in the number of departments or shifts established, the number of Stewards shall be increased or decreased accordingly. In the event of a decrease in the number of departments or shifts, the Stewards shall be returned to their regular seniority status at their regular jobs.

Section 6. The Company will recognize one (1) Steward in each department for each shift, excepting that when a shift in a department exceeds sixty-five (65) employees, there **SHALL** be elected or appointed one (1) **ADDITIONAL** Steward to assist the Steward provided that there shall be no more than one such **ADDITIONAL** steward for each additional group of sixty-five (65) employees. When any such additional group of sixty-five (65) employees on a shift is eliminated, the **ADDITIONAL** Steward elected or appointed for that group shall be returned to his regular seniority status at his regular job. For the purpose of this Article II, a department with less than three (3) employees per shift at the time of the annual Steward elections shall be treated as a part of the nearest adjacent department having three (3) or more employees, and shall be represented by the Steward in such adjacent department. However, any department, which does have three (3) employees or more per shift, may elect a Steward. The Company and the Bargaining Committee will work out additional Stewards for departments where there are geographical problems.

Section 7. The Company will recognize a Bargaining Committee of seven (7) members, composed of the President, the Vice President and the five (5) Chief Stewards of the Union. All seven (7) members shall be elected from among the Company's employees by the members of the Union. All such Committee members shall be employees with seniority, and they shall be placed on the day shift during their terms of office, unless otherwise mutually agreed between the Company and the Bargaining Committee.

Section 8. The Company will maintain at all times a current list of departments and the Union will maintain a current list of officers, committeemen, Chief Stewards, Stewards and **ADDITIONAL** Stewards in the **HUMAN RESOURCES OFFICE**.

Section 9. Union representatives moved by agreement from their regular occupational groups because of their Union office will at the end of their tenure in office be returned to their regular occupational groups in line with their seniority; except where **THE** employee does not have occupational group seniority to return, he shall be given the right to exercise plant wide seniority and shall be recalled to his home occupational group as per Section 11. The two (2)

day placement clause under Section 11 shall not apply in this instance.

Article III Seniority

Section 10. New employees of the Company shall be considered probationary employees until they have had sixty (60) working days service with the Company at its Greenville plant. A working day shall be any day the probationary employee **REPORTS FOR WORK AND SHALL BE SUBJECT TO SECTION 45.** On their sixtyth (60TH) working day, if at work, or on their first (1st) day of work following their sixty (60) working day probationary period their seniority shall date back to their first day of hire. However, the sixty (60) working days must be completed within a one (1) year period. From the date of original hiring to the end of such probationary period, new employees shall be considered probationers who may be discharged or laid off by the Company without regard to any provisions of the Agreement, and grievances cannot be presented in connection with any such discharge or layoff, except that the Union reserves the right to present a grievance in any such case on the grounds of discrimination for Union membership or activity. New employees shall be given seniority on their sixtyth (60TH) working day, if at work, or on their first day of work following their sixtyth (60TH) working day probationary period in the department occupational group they are hired into.

New employees may be reassigned in the case of layoff and be given seniority in the assigned department on jobs that have previously been offered under Section 24, and accumulated time shall apply toward the sixty(60) working day probationary period. However, this is not to be construed as a guarantee for reassignment for any probationary employee, nor shall the Union be allowed to present a grievance should the Company fail to reassign a probationary employee.

Employees hired prior to November 2, 1980 into the skilled trades classification shall retain seniority in both the skilled trades classification and production classification and shall have plant wide seniority up to and including November 2, 1980. However, after November 2, 1980, these employees shall have their plant wide seniority frozen and shall continue to accumulate seniority only in the skilled

trades classification. Employees hired after November 2, 1980, into the skilled trades classification shall gain seniority only in the Skilled Trades classification.

Any employee from skilled trades classifications and departments exercising plant wide seniority under Section 11, as described in the skilled trades program, will enter the department selected with adjusted seniority. The employee will accumulate additional production seniority until returning to the skilled trades classification.

Section 11. In placing employees on particular jobs within an occupational group the supervisor will not place employees on jobs they are unable to perform in their occupational group for the purpose of being able to lay them off, providing there is work in their occupational group that they are able to do in line with their seniority.

In all cases of increase or decrease of working forces, except as otherwise provided in Section 14, and plant shutdown, hereof, occupational group seniority within each department shall, in the first instance, determine whether an employee will be laid off or recalled, except where the employee does not have the ability to do the work available. Where the occupational seniority group in the department involves more than one shift, occupational group seniority within the department of each shift only may be followed but not exceed the first two (2) working days of such layoff or recall after which occupational group seniority within the department shall govern, regardless of shift.

INVERSE SENIORITY MAY BE USED FOR LAYOFF UPON MUTUAL AGREEMENT BETWEEN THE COMPANY AND THE UNION FOR A PERIOD NOT TO EXCEED 90 CALENDAR DAYS.

Plant Shutdown

On the first day of plant shutdown and the first day of plant start-up, the company may layoff and recall out of seniority order. The Company will layoff and recall the employees by the job normally performed and by ability when the employee who normally performs a job is not available.

If work is not available for an employee in line with his seniority, within his occupational group in his department, he shall at the time of notice of layoff have the opportunity of

selecting a job from the occupational groups available within the department in line with his seniority or shall be entitled to exercise plant wide seniority. If the employee elects a job in his department, he shall be placed in accordance with such option within two (2) working days.

Plant-wide seniority may be exercised only when;

(a) An employee elects to exercise plant-wide seniority in lieu of selecting from the occupational groups available within the department.

(b) An employee is laid off for a definite period of more than three (3) working days.

(c) An employee is laid off for a period not expected to exceed three (3) working days but which actually does exceed three (3) working days.

(d) When an employee who has been placed by the company per Section 11, due to a permanent restriction, is laid off out of line of seniority for more than three (3) working days as a direct result of an increase or decrease in the work force.

Where an employee will be laid off for a definite period of more than three (3) working days, the Company will so notify such employee at the time of layoff. The application of plant-wide seniority shall, in every case, be subject to the ability of the employee to do the work available.

If a laid-off employee entitled to exercise plant-wide seniority pursuant to the provisions of this Section wishes to bump an employee who has less seniority, such laid-off employee shall file a written request with the Employment Office to bump the employee having less seniority. This request must be made on a form provided by the Company and be filed by the employee within three (3) working days (excluding vacation days) after being laid off. The name of the employee being bumped shall appear on the bump slip. Where the employee fails to exercise plant-wide seniority to bump another employee under the plant-wide provision of his section, the employee will be assigned by the Company to a job in line with their seniority. Where a laid-off employee is unable to exercise plant-wide seniority under this Section within the three (3) working day period such time may be

extended by mutual agreement between the Company and the Bargaining Committee.

In all cases where an employee elects to exercise plant-wide seniority, the company shall place the employee on the job of his choice in line with his seniority within three (3) working days after the employee has notified the Employment Office of his selection. This period may be extended by mutual agreement between the Company and the bargaining committee.

In the event of a lay-off, which would affect production by the placement of plant-wide bumping, the Company and the Bargaining Committee may agree to extend the placement time. If, in the exercise of plant-wide seniority, an employee desires to bump any of the classifications listed in APPENDIX "A" OR APPENDIX "AA" of this Agreement, he must have had a minimum of ninety (90) days experience for APPENDIX "A", or one hundred and eighty (180) days experience for APPENDIX "AA", within such classification in the plant or must furnish satisfactory proof of such experience elsewhere. If the Company determines that an employee has 90 days experience for APPENDIX "A" OR one hundred and eighty (180) days experience for APPENDIX "AA" within a classification and is entitled to exercise the right conferred in this paragraph, evidence of the 90 OR 180 days experience accepted by the Company on forms provided by the Company will be furnished to the full time Union Representatives and mutually agreed before such an assignment is made, when said assignment involves an employee exercising plant-wide seniority. Any employee who is entitled to bump under Section 11 shall have the right to bump an APPENDIX "A" OR APPENDIX "AA" Trainee regardless of seniority, providing they have held that APPENDIX "A" OR APPENDIX "AA" classification or can furnish satisfactory proof of 90 OR 180 days experience in such classification.

In the accumulation of experience toward the 90 OR 180 day minimum requirement an employee will be credited the actual hours worked in the classification, with eight hours equaling one (1) day. The said list may be changed by mutual agreement between the Company and the Bargaining Committee.

The existing occupational groups within the departments for the purposes of this Article III are set forth in

a separate list, approved in writing by both parties. Any changes in occupational groups or departments shall be mutually approved, in so far as they affect seniority, before such changes become effective.

When an employee exercises plant-wide seniority and reports to another department his full seniority shall be immediately transferred to the new occupational group and department. Employees who have exercised departmental or plant-wide seniority shall be required to return to their regular occupational group, in line with their seniority in the group, when work again becomes available. Employees who have exercised plant-wide or departmental seniority as per Section 11 and are working in another occupational group or department may be temporarily borrowed back to his home occupational group at the convenience of the Company for a period not to exceed ten (10) working days without affecting his previous bump or selection. Employees recalled to their home base occupational group by the Employment Office shall have their bump terminated after reporting for work. However, if the work is not expected to exceed ten (10) working days it shall not be a violation of this Section 11 if the Company does not recall the employee to his home occupational group, but such job may be filled by temporarily transferring an employee then working in another occupation group or department. Temporary jobs will not be filled for more than ten (10) working days unless extended by mutual agreement between the Company and the Bargaining Committee.

However, if the temporary work which was expected to be for less than ten (10) working days does actually exceed ten (10) working days, and the Company and the Bargaining Committee do not agree to extend the temporary work period beyond ten (10) working days, then the proper seniority employee shall be placed on the job within twenty-four (24) hours following the expiration of the ten (10) working day period if he is at the time working for the Company. When an employee is so returned his full seniority shall be immediately transferred back to his regular occupational group and department.

Following are examples or clarifications of specific seniority problems:

(a) In the exercise of plant-wide seniority the occupational group first selected in the last department

bumped, or selected in lieu of lay-off, shall become the employee's regular occupational group until he is returned to his home department.

(b) When an employee is laid off from his home base occupational group in excess of two (2) calendar years, he shall have the option to change his home base occupational group and department and must have the ability to do the job selected.

Employees who hold seniority in an **OCCUPATIONAL** group and/or department that is being permanently discontinued will be allowed to follow their jobs for the sole purpose of establishing a new home base occupational group and department. Employees who do not follow their job but elect to bump plant-wide shall be required to indicate a new home base occupational group and department within thirty (30) working days and must have the ability to do the job selected. If an employee fails to select a new occupational group and department within the thirty (30) working day period, the occupational group and department they are presently working in shall become their new home base occupational group and department and they must have the ability to do the work available.

(c) When an employee has exercised plant seniority but wishes to accept jobs in his home base department, in line with his seniority, in other than previously refused occupation groups, he may do so by giving notice in writing (on Transfer forms furnished by the Company, copy to be retained by the employee; and a copy to be given to the Union) to the Employment Office. The employee must have the seniority to transfer at the time notice is given. The Company shall have up to three (3) days to place such employee following the effective date of the notice.

(d) (1) Any employee who becomes physically handicapped as the direct result of an injury while performing work for the Company and incurs the loss, or use of a hand, foot, or sight of an eye, he shall be placed by the Company on a job which he is able to do, and layoff or recall of such employee need not be in accordance with the seniority clause.

(d) (2) Any employee who becomes physically handicapped while at work for the Company but does not qualify under (1) above or becomes handicapped while not

at work for the Company shall be placed by the Company on a job he is able to do on the basis of his plant-wide seniority within thirty (30) working days provided the employee has seniority to work and work within the employee's restriction is available. The records shall verify that the employee has been placed with the type of restriction indicated on the placement.

(d) (3) Any employee who is replaced under the provisions of (1) above shall indicate at the time of his replacement whether he prefers to remain in the same or in another classification within his own department or go plant-wide. If he prefers to remain in the same or in another classification within his own department or go plant-wide. If he prefers to go plant wide he shall indicate at that time whether he wishes to retain his present home occupational group and department or establish a new home occupational group and department with the exercise of his plant-wide seniority.

(d) (4) Employees who do not qualify under the provisions above but who are placed by the Company on a restriction from a certain job or area, per a doctor's statement acceptable by the Company, shall have their restriction in writing on a form furnished by the Company which shall be reviewed periodically, but not to exceed sixty (60) calendar days. Such placement must be extended or terminated by a doctor's statement acceptable by the Company not less than twenty-four (24) hours prior to the termination of the placement or restriction. When the restriction is terminated, the employee shall return to his home base occupational group as per Section 11.

Employees who have been determined by a doctor's statement acceptable by the Company as permanently restricted and unable to return to work in their home base occupational group shall be placed on a job within their physical limitations within thirty (30) working days provided the employee has seniority to work and work within the employee's restriction is available. That placement shall become the employee's new home base, and the employee shall not be eligible to bid under Section 24 for ninety (90) calendar days from the first day of work on the placement by the Company. Employees who are placed on restrictions shall be entitled to any provision of the contract that does not violate their restriction.

Section 12. If the Company does not follow seniority in layoffs or recalls, the question of an employee's ability to do the work available on a particular job (which his seniority would otherwise entitle him to take under Section 11) may be made the subject matter of a grievance.

Where an employee fails to demonstrate satisfactory ability on a job covered by a grievance under this Section, the Company will use the employee's plant seniority to place him on a job, which he has the ability to perform. Such placement will occur no less than ten (10) calendar days nor greater than fifteen (15) calendar days from the date of failure to demonstrate ability. However, an employee who has bumped a job and then requests cancellation of the bump before the end of the second day worked on said job, will be entitled to exercise one and only one plant-wide bump, provided that it is apparent to the Company that he lacks the ability to perform the work.

Section 13. In order that a work week of forty (40) hours may be maintained for the employees in each seniority group, if the hours of scheduled work available to them during any two (2) consecutive calendar weeks fall below an average of forty (40) hours per calendar week (less eight (8) hours where any holiday falls on a workday within the calendar week) for each regular employee then working in the group, employees within the group will be laid off in line with their seniority, subject to the foregoing exception regarding ability to do the work. This provision shall not be construed as a guarantee of hours of work per day or per week.

Section 14. In the event that the Company is not aware of the necessity for a lay-off, at least six (6) working hours before time of lay-off, occupational group seniority need not be followed until the commencement of the first full day of lay-off. Similarly, in the event that the Company is not aware of the necessity for a lay-off until one (1) hour or less prior to the regular quitting time of the shift involved, occupational group seniority need not be followed until after the first full day of layoff.

Section 15. (1) In employing new people in any department the Company will give work opportunities to employees who are at the time laid off by occupational groups and departments mutually agreed upon by the Company and the Union.

The Company shall recall laid off employees by the following procedure:

(a) Employees who are laid off more than three (3) working days will be forced, by seniority not to exceed three (3) working days. Employees forced under (a) shall be given their bumping rights under Section 11 at the termination of their forced bump.

(b) Employees who are laid off for less than three (3) working days with a recall date may be force bumped not to exceed three (3) working days and must return to their home base department on their recall date, or be laid off and given bumping rights per section 11.

(c) Employees who are laid off, **AND DID NOT EXERCISE THEIR BUMPING RIGHTS UNDER SECTION 11**, shall be forced by seniority to any occupational group and department and must have the ability to do the job. Employee's forced bumped under this section shall have their full seniority rights transferred immediately to the new occupational group and department until such time as they are recalled to their home base occupational group.

(d) EMPLOYEES ON LAYOFF FOR MORE THAN THIRTY (30) CONSECUTIVE CALENDAR DAYS WHO ARE THEN RECALLED MUST REMAIN RECALLED FOR TEN (10) CONSECUTIVE CALENDAR DAYS PRIOR TO REACTIVATION OF GROUP INSURANCE BENEFITS. ANY EMPLOYEE RECALLED FOR LESS THAN TEN (10) CONSECUTIVE CALENDAR DAYS THREE TIMES WITHIN A THIRTY (30) DAY PERIOD WILL HAVE THEIR INSURANCE BENEFITS REACTIVATED UPON THE THIRD RECALL.

Employees assigned work under section 15 (a); (b) and (c) shall be required to accept these assignments as a means of retaining their seniority.

Section 16: Seniority and employment shall be broken and automatically terminated when an employee:

(a) quits; or

(b) is discharged for just cause and the discharge is not rescinded; or

(c) is absent from work for three (3) consecutive working days without justifiable reason (i.e., unless it is physically impossible for him to report to work) (where such absence is due to court action and does not exceed (90) calendar days, the employee's case shall be reviewed by the Company and the Bargaining Committee provided the employee applies to the Employment Office within seventy-two (72) hours of his release); or without leave of absence; or

(d) fails to report to work within three (3) working days starting with the report date, after receiving notice by the Company, by certified letter (return receipt requested), to the employee at the last address on the Company's records, or is notified to report to work by the Company Representative, (when notified to report to work by the Company Representative, Company Representative shall secure a signed receipt signifying the contact has been made) unless it is physically impossible for him to report to work;

(e) is absent from work for twenty-four (24) consecutive months (or for the actual period of the employee's seniority at the time of layoff, whichever is greater) for any reason excepting service in the Armed Forces of the United States; seniority will continue for length of disability for worker's compensation; or

(f) is retired, is totally and permanently disabled. (If a person is removed from total and permanent disability, his full seniority shall be reinstated.)

The provisions of subparagraph (c) and (d) of this Section shall not be construed to protect employees from disciplinary action for excessive absenteeism.

If any employee, while laid off, fails to keep the Company informed of his current address, he shall thereby forfeit any right to make claim for back pay for not being recalled to work according to his seniority and shall be terminated per paragraph (d) of this Section. An employee must register any change in his home address promptly with the Employment Office, either personally or by registered mail. The Employment Office shall furnish the employee with a receipt indicating that the register has been made.

Section 17. Upon acquiring seniority the employee's name shall be placed upon the seniority list. The Company

shall provide seniority lists by occupational groups, by departments and a master plant-wide list. Seven (7) copies of the seniority lists shall be furnished to the President of the Local Union, and such lists shall be revised not less than every ninety (90) days. A master seniority list shall be posted in the Employment Office for the perusal of the employees and the occupational group and departmental seniority lists shall be posted in their respective departments. After thirty (30) days from the date of posting the seniority lists, no claims of back pay because of wrong seniority dates will be accepted or allowed, (This shall in no way affect the employee's actual seniority date) unless otherwise mutually agreed between the Company and the Bargaining Committee. The employee's name at the date of hire will remain in effect for seniority purposes for the duration of their employment. Effective 11-3-80.

Section 18. The Company will not promote employees who are at the time Union Bargaining Committeemen, Chief Stewards, Deputy Chief Stewards, Stewards, or **ADDITIONAL** Stewards to positions of assistant foremen, foremen, or other supervisory or salaried positions without the Bargaining Committee's consent. In the event an employee is or has been promoted by the Company to a position of Assistant Foreman, Foreman, or other supervisory or salaried position and subsequently is demoted, he shall be placed in his former job, or if such job has been discontinued, then in an equivalent job of an employee covered by the terms of this Agreement in line with his seniority and on which he is able, as determined by the Company to do the work satisfactorily. He shall be demoted to such job with accumulative seniority, including the period while holding the position as Assistant Foreman, Foreman, or other supervisory or salaried position at the then current rate of pay for such job and shall report to the job on the first Monday following the demotion.

After March 1, 1959, but prior to November 1, 1965, any employee promoted by the Company to a position of Assistant Foreman, Foreman, or other supervisory or salaried position and is subsequently demoted in accordance with Section 18 shall be placed in accordance with Section 18 but will only accumulate one-half (1/2) time seniority while on the promoted job, and will not be subject to the thirty (30) day lay-off period.

Anyone promoted to supervision or any other salaried positions on or after November 2, 1965, shall accumulate 1/2 seniority for time spent out of the bargaining unit, providing that they have a minimum of one (1) year of seniority on the date they are promoted from the unit to supervision. Those who do not have one (1) year when promoted shall retain only the seniority held on the date of their promotion. Salaried employees and foremen who left the bargaining unit prior to March 1, 1959, and are presently accumulating full time seniority shall continue to do the same. Hourly rated employees promoted prior to November 2, 1965, from the bargaining unit to a temporary position of Foreman or other supervisory or salaried position, shall accumulate full time seniority up to and including November 1, 1965. From November 2, 1965, forward said employees continuing in a temporary position will accumulate one-half time seniority. Effective November 1, 1986, any bargaining unit employee promoted to supervision or any other salaried position will accumulate full seniority in the bargaining unit until the employee has compiled six (6) months time as a salaried employee, after which the employee will cease to accumulate bargaining unit seniority.

Any bargaining unit employee promoted to a salaried position on or after November 2, 1999 will cease to accumulate bargaining unit seniority.

It is understood that any employee promoted to a supervisory position will accumulate seniority as specified above. However, only those employees promoted to a non-supervisory salaried position after July 1, 1950, will accumulate seniority in accordance with this Section.

Except for purposes of instruction or experiment or in emergencies, foremen shall not do work customarily performed by the employees in their department, and under no circumstances shall a Foreman or other excluded employee deprive anyone in the bargaining unit of work.

Section 19. Employees may be transferred within their department or out of their department temporarily for a period not in excess of ten (10) working days, without their consent when the Company considers that production would otherwise be impaired. In making such transfers, the job will be filled by the high seniority employee of the occupational group and department selected by the Company who does not have a regular job for that day and who has the ability to perform the work of the job required to be filled. Whenever

employees are transferred out of their home base department for more than two (2) days they will pick a job in line with their seniority of the available new jobs of the occupational group in the assigned department. A n employee temporarily transferred in accordance with the provisions of this Section shall be paid at his average hourly earnings or at the rate of the new job, whichever is the higher.

No permanent transfer shall be made without the employee's consent.

All cases of transfer are governed by the provision that the employee must be capable of doing the work satisfactorily and of maintaining the average required production set up by the Company's recorded time study.

Temporary Jobs

When a temporary job (any job not expected to exceed ten (10) working days, exists and the proper seniority employee first entitled to the work has exercised plant wide seniority and is at the time working for the Company in another department, the job may be filled by borrowing an employee then working in another occupational group or department. If the temporary job does actually exceed ten (10) working days, then the proper seniority employee shall be placed on the job within twenty-four (24) hours following the expiration of the ten (10) working days, unless said period is extended by mutual Agreement between the Company and the Bargaining Committee).

If any temporary job is not filled by borrowing, recall of a laid-off employee shall be in accordance with the seniority provisions of Section 11 and said employee, at the beginning of the temporary period, shall be notified by certified letter to report for temporary work assignment.

When requested by the Company, laid-off employees will be required to accept temporary jobs.

Section 20. An employee may exercise shift preference three (3) times in any twelve (12) month period, on another shift, in his occupational group, within his department.

A shift preference form shall be filled out by the employee desiring to change shifts in the Employment Office at the time he applies for a shift change.

Shift changes caused by lay-off, recall, job bid or other seniority provisions of this Agreement, shall not count as shift preference changes under this Section. Shift changes caused by other seniority provisions, shall not affect an employee's shift preference of record. **IN THE CASE(S) IN WHICH THE COMPANY, UNDER SECTION 11, SHIFT CHANGES AN EMPLOYEE, THE EMPLOYEE SHALL BE ABLE TO SELECT A MORE PREFERRED JOB IN LINE WITH THE EMPLOYEE'S SENIORITY, PROVIDED THAT FOR ANY SINGLE TRANSFER THE COMPANY MAY LIMIT THE NUMBER OF RESULTING BUMPS TO THREE.**

A shift preference move shall be effected no later than the second Monday following the employee's notification; provided, however, the notification is made no later than the end of the employee's working shift on Wednesday of any given week.

Employees with more seniority may be required to work on a shift other than their shift preference until employees with less seniority can be trained.

All shift preference moves will be made on Monday.

The filling of open jobs under Section 24 shall not be considered as exercising shift preference unless mutually agreed between the Company and the Bargaining Committee. Employee's shift preference shall appear on the departmental transfer slip of any employee bidding under Section 24.

Section 21. During their terms in office, Bargaining Committeemen shall be given plant-wide seniority; Chief Stewards and the Deputy Chief Stewards shall be given preferred seniority in their districts; Stewards and **ADDITIONAL** Stewards shall be given preferred seniority in their departmental zones, where they are able to do the work available, at the then current rate of pay for the job to which their seniority may entitle them.

Preferential seniority shall apply to layoffs and recalls and to protect against being bumped out of an area of representation. In no case, shall a Union officer retain a

specific job or occupational group by the use of preferential seniority, as long as there is work in his area of representation that he can do. It shall not apply to anything else such as upgrading, or the granting of vacation leaves. Preferential seniority may be waived during plant shut down, and/or model changeover, and/or inventory, on forms furnished by the Company for a designated period of time. This shall in no way affect preferential recall rights.

In case of a tie between two or more employees having preferential seniority, Stewards shall have first preference (unless there is only one job in his zone), then Chief Stewards (including Deputy Chief Stewards where applicable), then Bargaining Committeemen. In the case of ties involving only Bargaining Committeemen, the same shall be resolved on the basis of actual seniority.

Preferential seniority shall be exercised by Bargaining Committee on a plant-wide basis; by Chief Stewards and their deputies, only within their districts; by Stewards and their deputies; only within their departmental zones.

Department Stewards holding trainee jobs: employees who are elected department Stewards (or **ADDITIONAL** Stewards) while serving as a trainee or who have been named the successful bidder on a trainee job in the same department where they are currently a department Steward or **ADDITIONAL** Steward shall not carry preferred seniority while in the training program.

Layoffs and recalls shall be made on their date of entry in the training program as per Section 24 of the present Agreement and they shall be given preferred seniority in that department where they are able to perform the work available as per Section 21.

Employees who are replaced as Steward or **ADDITIONAL** Steward shall be laid off upon notice of removal from that office by the Bargaining Committee to the Company and be allowed to go plant-wide. Employees who are removed from office for any reason and are not currently working in that department will be called back to the training program as per Section 24 when work becomes available.

In case of a tie between employees not holding preferential seniority, the same shall be resolved on the

basis of priority to the employee's ranking first in the alphabetical listing of their last names at the time they were hired.

See Section 65 regarding overtime for Stewards and Chief Stewards.

Section 22. In the case of a general layoff, as distinguished from a temporary shut-down, **THE COMPANY WILL NOTIFY THE UNION IMMEDIATELY WHEN IT BECOMES APPARENT THAT A GENERAL LAYOFF WILL BE NECESSARY.**

Section 23. Reserved.

Section 24. When an open job (except a job of a temporary nature) occurs, temporary nature being a job thirty (30) days or less, it shall, in the first instance, be offered to the home base seniority employees, who have the ability to perform the job, within the department in which the vacancy occurs, unless it is an APPENDIX "A" OR APPENDIX "AA" job. Employees who have successfully bid on an open job within their home base department shall not be eligible to bid on a job that they have previously held within a thirty (30) day period. Employees going on a vacation leave may apply in advance for one (1) job opening in his own department in writing to his Foreman. Open jobs shall be posted on departmental bulletin boards for forty-eight (48) hours in the department where the open job exists, and employees shall be required to sign for such jobs. Acceptance shall be subject to the employee's ability to perform the work available. Nothing in this clause will be construed as allowing job seniority.

If the vacancy cannot be so filled it shall be posted on the Vacancy Posting bulletin boards for a period of five (5) working days. Any seniority employee with the ability to perform the job described on the Vacancy Posting form may bid for the opening on a bid form furnished by the Company. All bids must be filed with the Employment Office within the five (5) day posting period. The selection shall be made on the basis of: first, the bidder's ability to perform the job (unless the Company and the Bargaining Committee agree that an employee may be trained for the job), and second, seniority within the Company. Employees who qualify for two (2) or more available jobs posted on the same day may indicate one job as their preference at the time of their

bidding and be awarded that job if they are eligible to becoming the successful bidder. If an employee indicates a preference on more than one job no preference will be honored. If the Company cannot fill an open job by offering to the home base seniority employees or by the exercising of plant-wide seniority, then a probationary employee shall be offered the job opening within his department subject to his ability to perform the work available. The Company reserves the right to place any employee on the job during the time of posting, selection, and placement of the successful bidder. If the Company fills the job during the time of posting and placement with a laid off employee such employee shall be laid off when the successful bidder reports to work. The selected bidder may be required to remain on his present job until he can be satisfactorily replaced, but in no instance shall this period exceed ten (10) working days. The selected bidder shall have his combined seniority transferred immediately into the new department and occupational group after he has reported for work in the new department and/or occupational group. However, employees on leave or vacation must report to the open job within eleven (11) working days after the open job becomes available to become the successful bidder. The determination of the successful bidder is a management responsibility, however, if an error is made, the Company shall immediately displace the incorrect employee upon notification by the Union. All errors shall be rectified within thirty (30) calendar days from date of entry of incorrect bidder. The incorrect bidder will report to his last previous home base department and occupational group.

When the Company starts new jobs on new shifts the employee must report to the open job on the first work day after the job becomes available to become the successful bidder. Employees who have successfully bid on a plant-wide basis on an open job shall not be eligible to bid on another open job for ninety (90) calendar days. A successful bidder on an Appendix "A" or Appendix "AA" trainee job shall not be eligible to bid on another open job for 90/180 days after the completion of their training unless the employee is bumped or laid off in such case he shall have the right to bid after (90) calendar days from the date he became the successful bidder. If the job is permanently discontinued he will have the right to immediately bid on a new job.

If the vacancy is not filled by the above provision the Company shall attempt to fill the vacancy with a seniority employee who at the time is laid off.

Appendix "A" & Appendix "AA" Jobs

"When an open job (except any job of a temporary nature) occurs, temporary nature being a job 30 days or less, and is an Appendix "A" and Appendix "AA" job, it shall be posted plant-wide. Any seniority employee who desires to bid on an Appendix "A" job must have had a minimum of ninety (90) days (720 hours) experience within such classification in the plants of the Company, or any seniority employee who desires to bid on an Appendix "AA" job must have had a minimum of one hundred and eighty (180) days (1440 hours) experience within such classification in the plants of the Company, or in either case must furnish satisfactory proof of such comparable experience elsewhere (in accordance with Section 11), and must have ability to perform the job. If the Company determines that an employee has ninety (90) days (720 hours) or one hundred and eighty (180) days (1440 hours) experience within a classification and is entitled to exercise the right conferred in this paragraph, evidence of the ninety (90) days (720 hours) or one hundred eighty (180) days (1440 hours) experience accepted by the Company will be furnished to the full time Union Representatives and mutually agreed before such an assignment is made, when said assignment involves an employee exercising plant-wide seniority. For the purpose of establishing experience, employees will be credited with actual hours worked in the classification, with eight (8) hours equaling one (1) day.

The selection shall be made on the basis of seniority for Appendix "A" jobs and ability and seniority for Appendix "AA" jobs, ability being defined as: 90 days experience on the job of one of the combined classifications among the eligible bidders qualified for the job as provided in the preceding paragraph, unless the Company and the Bargaining Committee agree that an employee may be trained for the job. Preference shall not be given to home base seniority employees.

The Company, by mutual Agreement, will post for a fully qualified or temporary Trainee job for the purpose of replacing an employee who is on an extended sick leave for training purposes for expected permanent openings as

explained on the job posting. The selected bidder on a temporary job for expected permanent openings as explained on the job postings must complete the ninety (90) day (720 hours) or one hundred and eighty (180) days (1440 hours) training period. Should the training time be temporarily interrupted due to the model year shutdown or where the shift or job is temporarily discontinued, the temporary Trainee shall be recalled when that job becomes available again.

The selected bidder on the temporary Trainee posting will gain the experience but not the classification and will return to their proper occupational group in line with their seniority when their temporary training has been completed.

If a permanent opening occurs within 90 days (720 hours) for Appendix "A" and 180 days (1440 hours) for Appendix "AA" jobs, the job will be posted plant wide for fully qualified employees. If there is no successful bidder per Section 24 the temporary trainee's seniority will be transferred into the permanent opening and that will become their new home base.

When an employee returns from sick leave before the temporary Trainee completes his ninety (90) day (720 hours) or one hundred and eighty (180) days (1440 hours) the training period shall continue on that job until his ninety (90) day (720 hours) or one hundred and eighty (180) days (1440 hours) period is completed. In no event shall an employee who has completed a temporary sick leave replacement be recalled to replace any future sick leave.

Successful bidders will be selected by seniority for the temporary Trainee postings.

"Employees who have held the Appendix "A" or Appendix "AA" classification but have bid on another job or accepted permanent transfer will not be eligible to be recalled but may bid on the Appendix "A" or Appendix "AA" classification when it becomes an open job."

"Employees can bid on the Appendix "A" or Appendix "AA" classification in another department if they are presently working in the Appendix "A" or Appendix "AA" classification and it is a permanent job."

"The selected bidder on an Appendix "A" or Appendix "AA" Trainee job shall have his departmental seniority transferred into the new department and shall attain seniority in the new classification when his ninety (90) working day (720 hours) training period or one hundred and eighty (180) working days (1440 hours) training period is completed. Should his training time be temporarily interrupted during the ninety (90) day (720 hours) training period or one hundred and eighty (180) days (1440 hours) training period he shall have the right to go plant wide but shall be recalled to his training job when it again becomes available. Layoffs and recalls of trainees shall be made on the basis of their dates of entry on the job." **THE DAY THE EMPLOYEE IS DECLARED A SUCCESSFUL BIDDER ON THE JOB POSTING WILL BE THE ESTABLISHED DATE OF ENTRY INTO THE TRAINING PROGRAM.** Should the date of entry be the same, then layoff and recall shall be made on the basis of the trainee's plant seniority. Employees shall not retain seniority in their former home base or occupational group after reporting to their new department for work on an Appendix "A" or "AA" Trainee job. For the purpose of establishing experience employees will be credited with actual hours worked in the classification with eight (8) hours equaling one (1) day.

ARTICLE IV

Grievance Procedure

Section 25. Should differences arise between the Company and any of its employees as to the meaning and application of the provisions of the Agreement there shall be no interruption of normal production, strike or lockout on account of such differences, but each of them shall be taken up with the Company as follows:

(1) Any employee having such a grievance may report the same to the Steward in his department, but such employee shall first obtain the permission of his immediate Foreman to leave his work. Permission shall be granted as soon as possible but in any event within one hour from the time of such request.

The Steward shall discuss the grievance with the Foreman of the department, and they shall make every effort to reach a settlement.

If the Steward and the Foreman are unable to settle the grievance matter, the Steward may request the presence

of his proper Chief Steward to consult with him on the problem. When requested by the Steward, the Foreman will immediately contact the **PROPER CHIEF STEWARD**.

The Chief Steward's Foreman will make arrangements to release the Chief Steward as soon as possible.

It is not intended that this will be done in every case but only when the Steward considers it to be absolutely necessary.

If the Steward still feels the grievance has merit and he is unable to reach a settlement with the Foreman the grievance shall be reduced to writing on the mutually agreed form furnished by the Company. The grievance form shall be signed in triplicate by the employee and the Steward. The disposition of the grievance shall be made and signed by the Foreman within two (2) working days. All copies shall be retained by the Steward for the Union.

(2) The grievance will then be taken up by the proper Chief Steward with the proper superintendent. Either may call witnesses as necessary for proper consideration of the grievance which, so far as possible, will be at such times as will not interfere with orderly manufacturing operations. Any employee so called, as a witness will notify his Foreman prior to leaving his job. The Foreman will provide relief promptly. If settled, the nature of the settlement shall be indicated on the grievance form and signed by the proper superintendent, and the Chief Steward shall sign indicating his acceptance. If not settled, the superintendent shall make and sign his disposition of the grievance within five (5) working days.

(3) Grievances not settled in Step 2 shall be referred to the Bargaining Committee to be taken up with the Manager of Labor Relations (or his appointee). Regular meetings for the purpose of considering grievances shall be held once each week, if written grievances exist, on Wednesday starting at 9:00 a.m., unless otherwise mutually agreed, excepting that special meetings may be held at other times as the need arises. At least forty-eight (48) hours before any such regular or special meeting the bargaining Committee shall deliver to the Manager of Labor Relations (or his appointee) a notice on which is listed by number all unadjusted grievances and such other matters as

may become grievances which are to be considered at such meeting.

If not settled in Step 3, the Manager of Labor Relations (or his appointee) shall sign the grievance form indicating its disposition within five (5) working days.

Any grievance not appealed from a decision rendered by the Manager of Labor Relations (or his appointee) to the next step in the grievance procedure within five (5) working days of the date the disposition was rendered shall be considered settled on the basis of the last decision and shall not be subject to further appeal.

(4) Any grievance not settled in Step 3 may be referred to a meeting between the Bargaining Committee and the Manager of Labor Relations, which meeting shall be held within seven (7) working days, unless it is agreed to extend such time to a mutually convenient time to be determined by agreement. At least forty-eight (48) hours before any such meeting the Bargaining Committee shall deliver a notice to the Manager of Labor Relations listing by number all unadjusted grievances which are to be considered at such meeting. A decision in writing on any grievance submitted under this Section shall be given by the Company within ten (10) days after the hearing of the grievance.

Any grievance not appealed from a decision rendered by the Manager of Labor Relations under Step 4 within ten (10) working days of such decision shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Any appeal from the decision of the executives of the Company shall be filed by an officer of the Union or his designated representative.

(5) Arbitration: If the answer given pursuant to the meeting in Step 4 is unsatisfactory, the Union shall notify the Company in writing within forty-five (45) calendar days from the date of receipt of such answer that it desires to take the grievance to arbitration; otherwise the grievance shall be deemed to be settled on the basis of the Company's answer to Step 4. If the grievance has not been satisfactorily settled by the foregoing procedure, the grievance shall then be referred to an Arbitrator selected by the Company and the Union within thirty (30) calendar days, unless an extension is agreed upon by both parties. If the Union gives notice of

desire to arbitrate, the parties shall jointly request the Federal Mediation Service to provide a panel of seven (7) Arbitrators, who are members of the National Academy of Arbitrators, from whom the Arbitrator shall be selected by the process of alternately striking names from such list, with the maximum of two (2) lists, with the Union striking first, the Company next, and so on until the last name remaining who shall be designated as the Arbitrator.

The Company and the Union shall each pay one half (1/2) of the cost and expenses of the Arbitrator. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of outside witnesses called by the other.

The expenses of any outside witness called by the Arbitrator shall be allocated to the parties by the Arbitrator on a share the cost basis.

The Arbitrator shall furnish three (3) copies of award to the Company and three (3) copies to the Union.

The Arbitrator shall be governed wholly by this Agreement and shall have no power or authority to change the Agreement by adding to or taking away any of its terms. The provision for arbitration by the Arbitrator herein set forth shall not, however, apply to the determination of wages, wage rates, production standards or job classification, except where a violation of the provisions of this Agreement or any wage Agreement supplemental thereto is concerned. The Arbitrator may make such investigation as he deems proper and examine the witnesses of each party, and each party shall have the right to cross-examine any such witnesses and to make a record of all such proceedings. There shall be no appeal from the decision of the Arbitrator. It will be final and binding on the Union and its members, the employee or employees involved as well as the Company.

(6) Any grievance not answered within the proper time limits in any step shall automatically move the grievance to the next step, excluding arbitration.

Section 26. Representatives of the International Organization of the Union may attend any meeting held pursuant to the provisions of Steps 3, 4, and 5.

Section 27. Any grievance not appealed from a decision rendered by the superintendent to the next step in the grievance procedure within five (5) working days of the date the disposition was rendered shall be considered settled on the basis of the superintendent's last decision and shall not be subject to further appeal.

Section 28. Any grievance not appealed from a decision rendered by the Manager of Labor Relations (or his appointee) to the next step in the grievance procedure within five (5) working days of the date the disposition was rendered shall be considered settled on the basis of the last decision and shall not be subject to further appeal.

Section 29. Any grievance not appealed from a decision rendered by the Manager of Labor Relations under Step 4 within ten (10) working days of such decision shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Any appeal from the decision of the executives of the Company shall be filed by an officer of the Union or his designated representative.

Section 30. Any grievance, which the Company may have against the Union, shall be presented in writing by the Manager of Labor Relations (or his appointee) to the Bargaining Committee. If the matter is not satisfactorily adjusted within two (2) weeks after such presentation, it may be appealed to the fourth step in the grievance procedure and will be handled as provided in Step 4 and succeeding steps.

Section 31. Grievances may be presented during regular working hours and the proper Union representative shall be afforded such time as may be reasonably necessary in the investigation and settlement of grievances or grievance matters. Such proper Union representative shall first obtain permission of his immediate Foreman before leaving his work. The Union representative will be released as soon as possible.

The President of the Local Union and the Chairman of the Bargaining Committee shall be full time Union Representatives, paid by the Company. "Full time" means the hours worked by the employee's regular shift.

The five (5) part time Committeemen (Chief Stewards) may take time off from their work only for the following purposes:

(a) Settling grievances in their own zones at Step 2 of the Grievance Procedure.

(b) Attending meetings with Management under Steps 3 and 4 of the Grievance Procedure.

(c) Attending negotiation meetings with Management.

(d) Conferring with the two (2) full time members of the Bargaining Committee with respect to grievances within their own zones.

(e) Conferring with proper Steward in accordance with the provisions of Section 25, sub-section 1.

Section 32. The Union Representatives as defined in Section 6 and 7 of this Agreement shall be paid at their average hourly earnings for all time lost from their regular working hours for investigating and settling grievances and attending meetings pursuant to the grievance procedure. When Union Representatives are required to attend meetings with the Company at the request of the Human Resources Department, they will be paid at time and one-half (1 1/2) for all time spent in excess of their regularly scheduled shift.

Section 33. Access shall also be given Union Representatives at any time outside their regular working hours to other departments and parts of the plant as may be reasonably necessary to investigate grievances.

Section 34. In the case of a disciplinary lay-off or discharge, the employee may request the presence of the proper Chief Steward to discuss the case with him in an office designated by the Management before he is required to leave the plant. The Chief Steward will be called promptly. If the employee has been removed from his work and taken to an office for an interview, the proper Chief Steward shall be called to be present with him during such interview. When requested by the Union, the Company will grant a forty-eight (48) hour period before imposing a final penalty. All penalties shall be imposed in their entirety within

thirty (30) calendar days after decision is rendered. Any disciplinary action not contested within thirty (30) calendar days shall become final. If the employee goes on an approved leave of absence prior to the penalty being imposed and within the thirty (30) calendar days provided for, the thirty (30) calendar days to impose the penalty and to contest the penalty shall be extended for the length of the leave of absence.

Any grievance relating to disciplinary action or discharge shall be referred to the third step of the grievance procedure within two (2) working days following the filing of the grievance.

The Manager of Labor Relations or his appointee will review and render a decision on a grievance involving a disciplinary layoff or discharge within five (5) working days after it is received by the Foreman. If his decision is not appealed by the Bargaining Committee within five (5) working days after the decision of the Manager of Labor Relations or his appointee, the matter will be considered closed.

If it should be decided under the grievance procedure established by this Agreement that an employee has been unjustly laid off or discharged, the employee shall be reinstated with or without back pay as determined under the grievance procedure.

Section 35. No claims for back wages by an employee covered by this Agreement, or by the Union, against the Company shall be valid for more than a thirty (30) day period prior to the date the grievance was first filed in writing. This Section is intended as a limitation upon, and shall not be construed as a guarantee of retroactive pay. No claims for back wages by the Company against an employee shall be valid for more than a thirty (30) day period.

Section 36. This grievance procedure is not designed to deprive an individual employee of legal rights that he may have under the Labor-Management Relations Act, 1947, or otherwise.

ARTICLE V

Hours of Work

Section 37. Unless working in a department on a **Continuous Shift schedule (see Memo of Agreement -**

Continuous Shift), a work week shall be the seven (7) day period extending from Sunday at 12:00 midnight through the following Sunday at 12:00 midnight. A work day shall be a twenty-four (24) hour period. Employees shall not be required to work more than eight (8) hours per day or more than five (5) days per week except any emergency period of a longer schedule of hours per day may be fixed by the department or occupational group where the overtime is needed and except, the Company retains the right to require overtime work for any department, occupational group or parts thereof subject to Section 65 when such overtime is deemed necessary in the following manner.

Saturday Overtime:

Notice of Saturday overtime will be given no later than the end of the shift on the preceding Wednesday. Employees scheduled to work will be required to work, however in a situation when the scheduled employee can not work the overtime it will be the employees responsibility to find a qualified replacement and provide a completed form to the area Facilitator or Team Leader no later than the end of the shift on Friday preceding the overtime. The form must include the signature of the qualified replacement indicating that he/she agrees to work the scheduled overtime. If the originally scheduled employee is not able to find a qualified replacement to work the overtime he/she will be required to work as scheduled. Qualified replacement employees must be actively working not on layoff status. Saturday overtime will be limited to no more than two (2) Saturdays, eight (8) hours per Saturday, per calendar month. Employees will not be required to work overtime on Saturday if he/she is on vacation; holiday or other contractual leave the Friday preceding the overtime or the Monday following the overtime.

Daily Overtime – Monday through Friday

The Company retains the right to schedule daily overtime for any department, occupational group or parts thereof when such overtime is necessary. Notice of daily **SCHEDULED** overtime will be given no less than forty eight (48) hours prior to the overtime. **WHEN UNFORESEEN CIRCUMSTANCE ARISE THAT CREATE A NEED FOR DAILY OVERTIME UPON LESS THAN FORTY-EIGHT (48) HOURS NOTICE, THE COMPANY WILL INFORM AFFECTED EMPLOYEES NO LATER THAN FOUR (4)**

HOURS PRIOR TO THE END OF THE EMPLOYEE'S SHIFT. Daily overtime will be limited to no more than one (1) hour per day, and will not be scheduled for more than ten (10) daily work days per calendar month, subject to Section 65.

For the purpose of determining any overtime or other premium rate or amount payable hereunder, however, an employee's work week shall start with the beginning of his first workday on or after 11:00 PM on Sunday; and an employee's workday shall start with the regular starting time of his shift as determined by the starting time of his work week. Example: If an employee begins his work week and first workday at 7:00 a.m. on Monday morning, the 7:00 a.m. time becomes the starting time of each workday for the remainder of the work week.

Where he is called to work not more than two (2) hours before such regularly scheduled starting time, his workday shall begin with his regular starting time. No employee shall be sent home during his regular shift or during his regular work week for the purpose of avoiding overtime payments.

Notwithstanding any other provision in this Article V, premium pay for the time worked on holidays, as such, shall be limited to time worked during the calendar day on such holiday.

Section 38. Where the same hours of work on a workday or in a work week are subject to more than one premium rate under provisions of this Article, several premium rates shall not be pyramided, but the employee shall be entitled only to the highest single premium rate of those applicable.

Section 39. An employee shall be paid at the rate of one and one-half (1-1/2) times his regular straight-time rate for all time worked by him in excess of eight (8) hours in any one workday. There shall be no daily and weekly overtime for the same hours worked.

Section 40. An employee shall be paid at the rate of one and one-half (1 1/2) times his regular straight-time rate for all time worked by him in excess of forty (40) hours in any one work week.

Section 41. First year, effective **November 3, 2002**, the holiday schedule will provide an annual total of fourteen (14) holidays. Second year, effective **November 3, 2003**, the holiday schedule will provide an annual total of fourteen (14) holidays. Third year, effective **November 3, 2004**, the holiday schedule will provide an annual total of fourteen (14) holidays.

An employee shall be paid at the rate of twice his regular straight-time rate for all time worked by him during the calendar day on each of the following holidays:

HOLIDAYS 2002

11/28/02	Thursday	Thanksgiving Day
11/29/02	Friday	Day After Thanksgiving
12/24/02	Tuesday	Day Before Christmas
12/25/02	Wednesday	Christmas Day
12/26/02	Thursday	Christmas Floater
12/27/02	Friday	Christmas Floater
12/30/02	Monday	Christmas Floater
12/31/02	Tuesday	Day Before New Years

HOLIDAYS 2003

1/1/03	Wednesday	New Years Day
4/18/03	Friday	Good Friday
5/26/03	Monday	Memorial Day
7/3/03	Thursday	Day Before Independence Day
7/4/03	Friday	Independence Day
9/1/03	Monday	Labor Day
11/27/03	Thursday	Thanksgiving Day
11/28/03	Friday	Day After Thanksgiving
12/24/03	Wednesday	Day Before Christmas
12/25/03	Thursday	Christmas Day
12/26/03	Friday	Christmas Floater
12/29/03	Monday	Christmas Floater
12/30/03	Tuesday	Christmas Floater
12/31/03	Wednesday	Day Before New Years

HOLIDAYS 2004

1/1/04	Thursday	New Years Day
4/9/04	Friday	Good Friday
5/31/04	Monday	Memorial Day
7/2/04	Friday	Day Before Independence Day
7/5/04	Monday	Independence Day Observed
9/6/04	Monday	Labor Day
11/25/04	Thursday	Thanksgiving Day
11/26/04	Friday	Day After Thanksgiving
12/24/04	Friday	Day Before Christmas
12/27/04	Monday	Christmas Floater
12/28/04	Tuesday	Christmas Floater
12/29/04	Wednesday	Christmas Floater
12/30/04	Thursday	Christmas Floater
12/31/04	Friday	Day Before New Years

HOLIDAYS 2005

1/3/05	Monday	New Years Day
3/25/05	Friday	Good Friday
5/30/05	Monday	Memorial Day
7/4/05	Monday	Independence Day
7/5/05	Tuesday	Day After Independence Day
9/5/05	Monday	Labor Day

In the event that any of these holidays occur on Saturday, then Friday shall be considered as the holiday. In the event that any of these holidays occur on Sunday, then Monday shall be considered as the holiday for the purpose of this Section. The Company agrees to pay eight (8) hours pay at the employee's current average earnings for incentive workers, and the regular hourly rate for hourly-rated workers to employees not working on such holidays, but only to those employees meeting the following eligibility requirements:

(1) The employee must have seniority as of the date of the holiday.

(2) The employee must work his full regular workday prior to the holiday and his full regular workday following the holiday (if the scheduled workday following the holiday falls either in the week of the holiday or the week following the holiday), except where his failure to work such full workday is due to one of the following reasons:

(a) Sickness or accident of the employee; death, sickness or accident of a member of his immediate family; (the Company may require verification, including a doctor's statement).

(b) Lay-off or sick leave commencing not more than one (1) week prior to, or terminating not more than one (1) week after the week in which the holiday falls.

(c) Vacations taken in accordance with article VII, Section 56, hereof.

(d) Tardiness of not to exceed two (2) hours.

(e) Other legitimate reasons beyond the control of the employee.

(f) Employees who qualify for holiday pay while on A&S, can draw either A&S or holiday pay but not both.

(g) Employees receiving Workers Compensation payments on holiday(s) will not receive holiday pay for the holiday(s).

These holiday pay provisions are in addition to other contract provisions requiring payment of double time for holidays if worked. Holiday pay shall be paid in the first pay period after the employee has fulfilled his eligibility requirements.

Section 42. Employees, shall be paid at the rate of one and one half (1-1/2) times their respective regular straight-time rates for all time worked by them during the calendar day on a Saturday and at the rate of twice their respective regular straight-time rates for all time worked by them during the calendar day on a Sunday. The day on which the shift begins shall determine the applicable overtime premium if any, for regular schedule shifts, but for all other shift hours between 12:00 p.m. Friday night and 12:00 p.m. Saturday night will be paid at time and one-half **REGARDLESS OF THE DAY ON WHICH THE SHIFT BEGAN** and hours between 12:00 p.m. Saturday night and 12:00 p.m. Sunday night will be paid at double time regardless of the day on which the shift began. By Agreement between the Company and the Union a shift beginning on or after 11:00 p.m. on Sunday shall be considered the beginning of the work week which would otherwise have commenced at midnight of that day, and this premium pay provision shall not be applicable to the hours worked on such shift.

Section 43. Reserved

Section 44. Reserved

Section 45. Whenever an employee reports for work in the usual course of his regular shift, without the Company either having posted instructions not to report before the end of his preceding regular shift or having so instructed him not less than 6 hours notice with radio or recorded telephone message before the shift was scheduled to begin, and there is no regular work for him, he will be guaranteed four (4) hours pay at his regular average hourly rate; provided that any employee affected by this provision may be assigned by the Company for not less than four (4) hours of any work in any department, or, if the employee so chooses, he may leave the plant and waive the entire guaranteed amount.

The provisions of this Section shall not apply if work is prevented by reason of fire, storm, breakdowns, labor disputes or other causes beyond the control of the Company. *Material shortages shall not be considered as beyond the control of the Company.*

In the event the plant is unable to operate due to high absenteeism because of *weather conditions such as snow or ice*, employees reporting for work in the usual course of their regular shift shall be provided with two (2) hours of work at their regular average hourly rate from start of the shift. If the Company fails to provide any work in any department, they shall receive two (2) hours' pay. Any employee notified to return to work after leaving the plant, shall be guaranteed four (4) hours call back pay.

It is understood that this Section applies to Saturday, Sunday and holidays, as well as weekdays on those days that the employee is scheduled to work.

Section 46. The provisions of this Article V are intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of work per day or per week.

ARTICLE VI

Production Standards

Section 47. (a) Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations and the reasonable working capacities of normal operators. Production line speed shall be calculated and established only by an Industrial Engineer in accordance with regular work standards, and line speed can not be raised or lowered without a union representative present, and manpower can not be raised or lowered without a union representative notified. This information will be made available to the Process Manager and the Steward of the department or area as soon as it is available. Before any grievance is presented regarding rate standards, as established or changed from time to time by the Management, the Union agrees that the employee or employees shall give the job a fair trial for a period of two (2) working days. After this trial period if the employee or employees affected still believe that they have just cause for complaint, the matter shall be taken up with the Foreman by the proper Steward and the Steward will be furnished with the facts of the case. If the dispute is not settled with the Foreman, then the Chief Steward, upon

reporting to the Foreman, may examine the job and will be furnished with the facts of the case. In the event the dispute is not settled by the foregoing procedure, the Foreman or time study person, together with the Chief Steward, will make a test operation of the job. If the dispute is not settled by the foregoing procedure, it shall be referred to the third step in the grievance procedure.

If the dispute is not settled at the said third step, the Union shall have the right to bring into the plant an accredited outside time study representative of the Union, who shall be furnished with all facts and records pertaining to the job or jobs in dispute and shall have the right to confer with the chairman of the Bargaining Committee and the Local Union President regarding the job or jobs in dispute.

Upon request, a joint time study shall then be made by the Company and the outside time study representative of the Union of the job or jobs in dispute.

Following the taking of this time study, a conference shall be held between the Company, the departmental Steward, Chief Steward, chairman of the Bargaining Committee, the Local Union President, and the outside Union time study man in a final effort to resolve the dispute.

If a settlement is not reached by the foregoing procedure the matter shall be taken up under Step 4 of the grievance procedure and shall be processed up to but not including arbitration.

Settlement of such dispute shall be retroactive to the date of which the grievance was filed, plus the two (2) trial days worked prior to the filing of the grievance. Rates, which have become permanent under the provisions of this Agreement, shall not be the subject of a grievance or dispute.

(b) Procedure for Incentive and Group piece workers, all departments:

1. (a) The Industrial Engineering Manager will maintain a list of all new jobs classified as incentive and will make certain that the jobs are timed as soon as reasonably practicable.

(b) Rates will be established as soon as possible after job is time studied and every effort will be made to accomplish this within twenty-four (24) hours (excluding weekends). In the event this exceeds twenty-four (24) hours the Industrial Engineering Department will so notify the departmental Foreman involved and the Foreman will notify the appropriate department Steward.

2. Operators will give the rated job a fair trial period of two (2) working days, which will consist of not less than two (2) separate working days.

3. After this trial period, if the employee affected still believes that he has just cause for complaint, the employee will file a form furnished by the Company requesting a restudy. This form will be made out in triplicate with the original going to the Manager of Industrial Engineering and the Steward and Foreman will each retain a copy of same. The employee will sign and provide the necessary information to complete the form. The Manager of Industrial Engineering will be responsible for scheduling all restudies as soon as reasonably practicable and the Industrial Engineer assigned to the restudy will immediately contact the appropriate Foreman and department Steward and attempt to resolve the dispute. This will involve a recheck of the operation and a restudy where necessary.

4. If the dispute is not settled in "3" above, a written grievance will be filed directly with the Industrial Engineering Department and the Manager of Industrial Engineering will receive the grievance and process same. The appropriate Chief Steward will be called in and the Foreman, Chief Steward, together with the Industrial Engineer will make a test operation of the job and a restudy to attempt to resolve the dispute. If this fails, the Manager of Industrial Engineering will work with the parties to attempt to resolve the dispute. The parties failing to agree will then record their positions on the grievance and forward it to the third step of the grievance procedure where the matter will be heard by the Human Resources Department and the full Bargaining Committee.

5. If not settled at the third step, the Union shall have the right to bring into the plant an accredited outside Time Study Representative of the Union and upon request, a joint time study shall be made by the Company and an outside Time Study Representative of the Union of the job in dispute.

Following the taking of the study a conference shall be held between the Company, the outside Union Time Study man and the appropriate Local Union officials in a final effort to resolve the dispute.

6. If not settled the matter shall be taken up under Step 4 of the grievance procedure and shall be processed up to but not including arbitration.

7. The servicing International Representatives will not be used as an International Time Study man for this division unless mutually agreed between the Company and the Union.

8. The Company and the Union agree that a rate shall not become permanent if a request for a restudy has been received by Industrial Engineering or a grievance has been filed within five (5) days of actual work on the job from the date incentive rates are established or re-established unless and until the rate dispute has been resolved.

9. It is agreed between the parties that an employee who is being restudied will make every effort to furnish adequate performance in order that the restudy will be fair and equitable to all parties.

10. The following is a sample of the Request for Restudy form:

Request for Restudy Form

No.: _____
Dept.: _____ Shift: _____ Date: _____
Part Number: _____ Part Name: _____
Operation No.: _____ Operation Name: _____
Machine or Station No.: _____ Present Rate: _____
Has correct method been followed? _____

Reason for Restudy

(specify by written details)

Signed: (Operator's Signature)

Date & Time received by the Manager of
Industrial Engineering _____

Original - Ind. Eng. Mgr.
Carbon - Foreman
Carbon - Union Steward

**MEMORANDUM OF AGREEMENT
BETWEEN FRIGIDAIRE COMPANY
GREENVILLE PLANT & U.A.W. AND ITS LOCAL #137**

The parties agree to incorporate the following into the collective bargaining agreement, effective November 4, 1996.

The Company shall have the right to utilize the master standard data further reference as (M.S.D.) method of time study. Any disputes will be referred to ARTICLE VI, Section 47 of the collective bargaining agreement.

The union will select two members of the bargaining committee to be provided training, related to the M.S.D. method of time study. This training will be provided by the Company, and will be provided as soon as reasonably possible. Nothing in this agreement should be interpreted as to modify any other terms or conditions of the C.B.A.

This agreement is hereby entered into this 4th day of November 1996.

Section 48 (a) Before an operation is time studied, the time study man shall establish, in conjunction with the Foreman if necessary, the standard method of operation for the job to be time studied. The time study man shall record on the operation sheet:

1. *The breakdown of elements of operations in their sequence of performance, the element breaking points and a description of the elements within the above breakdowns outlining the methods and motion pattern to be followed in the performance of the operation.*

2. *A description of the tooling used in the operation.*

3. *A description of the equipment upon which the operation is performed.*

4. *A description of the accessory tooling and equipment used in performance of the operation.*

5. *A description of the location of stock and other circumstances under which the operation is to be performed.*

(b) The Company agrees to notify the operator and the department Steward when a time study is to be taken, and at the completion of the time study, such study must be signed by the operator involved for the purpose only of verification of the study sheet as an original record. Any erasures will invalidate the study in the event of disagreement.

During the taking of a time study, no one shall interfere in any way with the operation of the job nor shall anyone other than the operator take part in the actual time study. If it becomes necessary for members of supervision to confer with the operator or the time study man, the time study shall be stopped for the period of such conference.

In the event any "idle time" is recorded in the time study, the full fact of the amount and the reasons for such recorded "idle time" shall be made known immediately to the operator and in writing to the Steward by the time study observer.

(c) The Company will time the operator normally working on the job to be studied. If there is more than one man doing this job, the Company will select the operator whom they believe to be the average operator. If there is a dispute on the study and a retiming is necessary, then the operator to be timed must be agreed upon by the department Steward, Foreman, and the Time Study Man.

(d) The Company will use continuous timing and an arithmetic average to arrive at an unrated cycle time. All observed time will be used in the calculation except those times due to obvious and unnecessary delays. These will be noted on the time study. The average cycle time as calculated will be leveled by a percentage increase or decrease, as decided by the observer.

(e) Generally speaking, studies will vary in length from thirty (30) minutes to two (2) hours, depending upon the type of operation. Elements of an operation will be selected so that the minimum record time of an element will not be less than (.06) of a minute. Efficiency rating shall be recorded on the operation sheet before the time study man leaves the department and shall be made known immediately to the operator and in writing to the Steward by the time study observer. This procedure shall also be followed by any outside time study people from the International Union.

(f) Incentive Rates - Both Group and Individual. New incentive rates and incentive rates revised in accordance with the Agreement shall contain a twelve (12) percent allowance which will include allowances for rest periods, clean-up periods, adequate emergency relief (toilet only), fatigue and contingency. Additional allowances will be given if required.

(g) Measured day work standards. All measured day work standards will be set so that an average worker working at a normal pace can make the standards. Such workers shall be allowed two (2) ten-minute rest periods, one in each half shift, and one (1) five-minute clean-up period, before lunch. The two (2) ten-minute rest periods will be scheduled as near as practicable to the midpoint of each half shift. Rest periods and cleanup periods are for straight eight-hour shifts as well as eight and one half-hour shifts. Straight eight hour shift will receive a twenty (20) minute paid lunch period. Eight and one half-hour shift will receive a thirty (30) minute unpaid lunch period. Three (3) minutes will be added to one of the days rest periods for each additional hour scheduled over eight (8) hours in a shift. Any employee who works one (1) hour past lunch will be entitled to their second rest period. Any deviation of the above can only be accomplished by mutual agreement between the Company and the Bargaining Committee. Adequate emergency relief (toilet only), additional allowances will be given if required.

Article VII Wages

Section 49. Schedule of wage rates is on file at the Company's office in Greenville, Michigan, and shall be made available there at any time to the President of the Local Union. Schedule of wage rates will be available to the Bargaining Committee.

Section 50. Future incentive rates for piecework will be set so that an average skilled operator under normal conditions shall be able to earn base rate plus twenty-five (25) percent, and/or thirty-five (35) whichever is applicable.

Section 51. Wage rates for **BOTH SEXES** shall be set in accordance with the principle of equal pay.

Section 52. In case of breakdown or lack of available work through no fault of his own, and occurring

after he has commenced work on the regular operation of his shift, an employee on piecework shall be paid for down time at his guarantee rate, provided, however, that he notifies the Foreman at once of such breakdown or lack of available work and is requested to remain in the plant. Periods totaling less than twelve (12) minutes per shift shall not be counted as down time.

Section 53. I - Average hourly earnings shall be paid under the following circumstances:

(a) When an employee on day or piecework is taken off his regular job on which he has work ahead to be placed on other work.

(b) When pieceworkers are called upon by the Company to make samples or do experimental work, or to instruct other employees.

(c) When pieceworkers are called upon to run experimental machines (experimental machines include any machine until it has been released to production by memo).

II - From the commencement of production on a job classified as an incentive job until an incentive rate is placed on the job the following rates shall be paid: Base rate plus twenty-five percent (25%) or base rate plus thirty-five percent (35%) shall apply whichever is applicable.

III - When an incentive rate is placed on the job, the employees shall be paid on an incentive basis only, except as provided in subsection I hereof.

IV - When an employee is taken off his regular job at a time when there is no work ahead, to be placed on other work, he shall be paid the rate of the work on which he is placed.

Section 54. After five (5) days of actual work on the job from the date incentive rates are established, the incentive rate then prevailing on the job shall become permanent, unless otherwise mutually agreed between the Company and the Bargaining Committee or unless a grievance has been filed in writing as to the particular rate. On new machines or processes a period of twenty (20) days' actual work on the job shall apply, instead of the five (5) days above provided for. Permanent rates shall not be

changed except in the event of clerical error or unless a substantial change in production methods affecting the job or equipment is instituted by the Company or unless a substantial change in material occurs, and in such cases the change in rate shall be proportionate to the actual change made. A change of 3% or an accumulation of minor changes totaling 3% shall be treated as substantial.

If an incentive operator working on a new or reestablished rate, as spelled out in Section 54, earns twenty-five (25%) or more above base rate, this fact will not be used as evidence that the employee has accepted the rate. (For example: If the standard is one hundred (100) pieces per hour and an operator produces one hundred ten (110) pieces per hour, the Company will not use this as evidence that the employee has accepted the rate.)

Section 55. Whenever a new product shall be manufactured by the Company, temporary rates shall be placed on all classifications of work and a copy thereof given to the Union. If any such rate on any job which cannot by mutual agreement be properly placed in an existing job classification, the Company will set up a new classification covering the job in question, and will designate the rate as temporary. Should the negotiated rate be higher than the temporary rate, such negotiated rate shall be retroactive to the start of the job.

Section 56. Vacation Bonus in Lieu of Vacation; Vacation Time Off.

(a) Vacation Bonus in Lieu of Vacation with Pay.

Employees covered by this Agreement who on July 1, have the following years of seniority shall receive the indicated vacation bonus in lieu of vacation pay:

<u>Seniority</u>	<u>%</u>
1 and less than 3	3
3 and less than 5	4
5 and less than 10	5
10 and less than 15	6
15 and less than 20	7
20 and less than 25	8
25 +	10

(b) Vacation Time Off.

The parties recognize the beneficial effects of vacation upon the efficiency of employees. The Company will endeavor to arrange work schedules so that employees may take one (1) week's vacation without pay if they have less than two (2) year's seniority and may take two (2) week's vacation without pay if they have two (2) or more years' seniority and may take three (3) week's vacation without pay if they have ten (10) or more years' seniority and may take four (4) week's vacation without pay if they have twenty (20) or more years' seniority and may take five (5) week's vacation without pay if they have twenty-five (25) or more years' seniority.

If pursuant to the foregoing provision, the one (1), two (2), three (3), four (4), or five (5) week's vacation is taken by the employee it shall be taken between April 1 to April 1 of the following calendar year. The vacation bonus shall be paid twice a year, from December 1 through May 31 to be paid on or before June 15 and from June 1 through November 30 to be paid on or before December 15 of that calendar year.

Employees shall be granted vacation time off providing that it does not exceed ten percent (10%) of their occupational group and/or ten percent (10%) of their department. Employees requesting time off during the months of June, July and August shall be limited to two (2) consecutive weeks unless the ten percent (10%) has not been exceeded. If the ten percent (10%) has not been exceeded, then employees entitled to three (3) week's vacation may take three consecutive weeks. Additions to the ten percent (10%) may be granted in cases where replacements are not required.

Employees requesting vacation time off shall make use of vacation request forms, furnished by the Company, from their department foremen. The employee shall indicate two (2) choices for vacation time off, and if the Company cannot grant the first choice, it shall attempt to grant the second choice. Employees requesting vacation time off, and such time is granted, must take a full work week, starting their vacation on a Monday and ending on the following Sunday. Granted time off shall be irrevocable. Employees requesting time off after April 1 must do so at least ten (10) days prior to the vacation time requested and shall be

granted time off providing the vacation quota has not been filled. Seniority shall govern in determining which employee shall be granted vacation time off where more than ten percent (10%) of employees request the same vacation time off. Employees shall make their requests between February 1 and March 1 of each year and the Company shall make known who shall receive vacation time off no later than April 1 of each year.

Effective November 2, 1999, employees entitled to one week vacation will be allowed to take that week five (5) days as individual vacation days, and employees entitled to two (2) or more weeks vacation will be allowed to take (2) two weeks (10) ten days as individual vacation days providing the following conditions are met:

1. The employees may not exceed five (5) individual vacation days with one week vacation, and ten (10) individual vacation days with two or more weeks vacation in a one-year period.
2. The employee may not take more than five (5) individual vacation days in any one (1) week Monday through Sunday, and may take an individual day any day of the week Monday through Sunday.
3. The employee must request individual vacation days on a form furnished by the Company not less than 48 hours in advance of the day(s) the employee is requesting to be off.
4. Employees may make requests for individual vacation days in advance between March 1 and April 1 of each year and the Company shall grant these days based on occupational group seniority within each Department. All other individual vacation days after April 1 will be granted on a first come, first served basis, limited to 10% per occupational group, department.
5. All vacation days are subject to maximum percentages and total number of employees allowed on vacation during any one week as previously stated in this Section.

PERCENTAGE EXAMPLE

1 THROUGH 10	(1) ONE CAN GO
11 THROUGH 20	(2) TWO CAN GO
21 THROUGH 30	(3) THREE CAN GO
31 THROUGH 40	(4) FOUR CAN GO
41 THROUGH 50	(5) FIVE CAN GO
51 THROUGH 60	(6) SIX CAN GO
61 THROUGH 70	(7) SEVEN CAN GO
71 THROUGH 80	(8) EIGHT CAN GO
81 THROUGH 90	(9) NINE CAN GO
91 THROUGH 100	(10) TEN CAN GO
101 THROUGH 110	(11) ELEVEN CAN GO
AND SO ON.	

(c) Plant Shutdowns.

The parties agree that plant shutdowns shall not be considered as vacation time off, and the Company agrees to use its best efforts to give employees and the Union at least thirty (30) days written notice of shutdown for changeover. The Company further agrees that during a shutdown period for inventory and/or model changeover, employees who have been released shall not be required to return to work on any job of a temporary nature, without their consent. Employees are required to return to work in line with their occupational group seniority when the department resumes production (as per Section 11).

(d) Prorating of vacation bonus on retirement.

Employees who retire under the Company's pension plan will be entitled to a prorated share of their vacation bonus up to their date of retirement.

(e) Prorating of vacation bonus on death; beneficiary. The Company agrees that the earned amount of vacation pay of deceased employees who would otherwise have qualified for vacation pay shall be paid to the beneficiary listed on the deceased employee's group life insurance policy or their estates.

(f) The Company shall prorate vacation bonus of any employee upon entering the Armed Services. Payment of prorated vacation bonus shall be made with the employee's final paycheck providing the Company has been notified one (1) week in advance of the issuance of the final paycheck. If proper notification has not been given, the Company shall

pay the prorated vacation bonus one (1) week after such notification.

Section 57. Employees working on second and third shifts shall receive a bonus of twenty (20) cents per hour for all hours worked. The first shift shall be designated as the shift commencing between the hours of 5:00 a. m. and 9:00 a.m. For employees working a Continuous Shift schedule (per Memo of Agreement - Continuous Shift), appropriate shift premiums shall be arrived at by mutual agreement between the Company and the Bargaining Committee.

ARTICLE VIII General Working Conditions

Section 58. Leaves of Absence.

(a) General

An employee may be granted a written leave of absence by the Company for a definite period of time for satisfactory cause, but in no event for the purpose of accepting employment elsewhere. A list of such satisfactory causes shall be mutually agreed upon between the Company and the Bargaining Committee. A member of the Bargaining Committee shall be notified of all leaves of absence. The Company shall continue to work out future individual deer hunting leaves based on the vacation agreement. The Company shall also attempt to arrange schedules during this period in an effort to grant deer hunting leaves in excess of the vacation agreement wherever possible.

(b) Leaves of Absence for Union Business.

Long Term Leave - Any employee elected or appointed to engage in activities of the International Union requiring a leave of absence shall be granted a leave of absence equal to the term(s) of his union service and shall accumulate seniority while on such leave.

Short Term Leave - Any employee elected or appointed to engage in activities of the International Union or Local Union or any organization affiliated with the International Union or Local Union such as convention delegates, cap council delegates or to attend union training programs, but not limited to these, shall be granted a leave of absence provided it does not interfere with the production

requirements of the Company. Such leaves of absence shall not be arbitrarily denied.

(c) Sick Leaves.

An employee who shall become ill or disabled and whose claim of sickness or disability is supported by satisfactory evidence shall be granted sick leave of absence automatically for not to exceed sixty (60) days. Such sick leave shall be extended upon application of the employee and the furnishing of satisfactory proof of continued illness or disability, to the Insurance Department, but not to exceed a period of twenty-four (24) months, or the length of his seniority at the time of starting his leave of absence, whichever is greater.

Sick Leave Procedure

Any employee who is absent, or expects to be absent, from his or her job for three or more consecutive working days due to illness or injury must obtain a medical leave of absence from the **Company** prior to the end of office business hours on the third day of absence (5:00 p.m. unless otherwise posted).

Listed below is the procedure to be followed by all employees who expect to be absent for three or more days due to illness or injury.

1. You should notify the Company's Greenville office at (616 754-7131) on your first day of absence.

2. The employee must furnish the **Company** with a satisfactory doctor's statement to justify the medical leave of absence. This statement must have a diagnosis, indicate how long the employee has been under the doctor's care, and the estimated length of **ABSENCE**.

3. Sick leave extensions must be obtained prior to the expiration of the existing leave. Requests for extension must be accompanied by a satisfactory doctor's statement.

4. Prior to returning to work, **BEFORE THE EXISTING LEAVE EXPIRES** the employee must present a doctor's statement to the **Company** at least one (1) **WORKING** day before he or she intends to return to work. A permit to return to work will be issued based on the employee's physical ability to do the work available.

5. The Company reserves the right to send any employee to a doctor of the Company's choice for a second opinion prior to the employee returning to work from a sick leave. The Company will obtain the second medical opinion as soon as possible.

(d) Government Leaves.

Any employee who shall be elected or appointed to a Federal, state, county, township, or city job shall be entitled to a leave of absence for the period of the initial term of office, provided, however, the leave shall not be granted for civil service appointments. Subsequent leaves of absence may be granted by mutual agreement.

(e) Maternity Leave of Absence.

A maternity leave of absence shall be treated like any other medical leave.

(f) Accumulation of Seniority While on Leave.

Seniority shall accumulate during all the aforementioned leaves of absence including total and permanent disability. Upon an employee's return from any of such leaves, he shall be re-employed at the work at which he was engaged prior to his leave, or, in the event such work no longer exists, at other work of a similar nature for which he can qualify.

(g) Any regular employee who enters the Armed Services of the United States under the Selective Service Act of 1948 as amended, shall be granted a leave of absence and shall have the right provided under the Selective Service Act of 1948.

(h) The parties agree to abide by the Family and Medical Leave Act of 1993 and the Company will grant such leaves to the extent required by law. Employees will not be required to take vacation days off in conjunction with F.M.L.A. leave nor with Workers Compensation leave.

Section 59. Any employee covered by the terms of this contract who left his employment subsequent to May 1, 1940, for induction into the land or naval forces of the United States, either voluntarily or through operation of the Selective Service Act while the United States was at war, or who shall hereafter leave his employment for such purposes by reason of any new law or Selective Service Act, shall upon his honorable discharge or release from such service

be entitled to such re-employment rights as are provided by law. The Union may upon written notice to the Company reopen this Section for further negotiations if it deems it necessary by reason of the provisions of the current law.

Section 60. The Management will erect bulletin boards in suitable places mutually agreed upon which may be used by the Union for posting notices previously submitted to the Management, which shall be restricted to

(a) Notices of Union recreational and social affairs.

(b) Notices of Union elections.

(c) Notices of Union appointments and results of Union elections.

(d) Notices of Union meetings.

Section 61. The Company shall manage the plants and direct the working forces. The Management of the plants includes the right to plan, direct, and control plant operations; to hire, promote, suspend, or discharge employees for inefficiency, or for other proper cause; to transfer employees from one occupation to another, or from one division to another; to lay-off or relieve employees from duty because of lack of work or for any other legitimate reason; to make and enforce reasonable shop rules in order to carry out the Management of the plants and the direction of the working forces; and the right to introduce new or improved production methods or facilities. The choice, control and direction of the supervisory staff is vested in the Company. Such authority shall not, however, be used for the purposes of unjustly discriminating against any employee nor shall it be used in a manner inconsistent with any of the other provisions of this Agreement.

Before continuing or issuing and enforcing shop rules, the Company will discuss the same with the Union and will consider any suggestions made by the Union. The reasonableness of penalties or disciplinary measures provided for in the shop rules put into effect by the Company shall be subject to the grievance procedure.

Section 62. The Company will continue to make reasonable provisions for the safety and health of its

employees during the hours of their employment and to provide protective devices and other equipment. The parties recognize that the ultimate responsibility for governmental safety compliance rests with the Company, however, to ensure a safe working environment for all employees, the Company and the Union must participate as partners. A joint health and safety committee shall be established, consisting of three (3) representatives for the Company and three (3) from the Union. One of the members of the safety committee shall be a bargaining committee member. The purpose of this committee in general will be continually assess our overall safety program and to specifically do the following: Assess overall safety trends, review current plant safety statistics, recommend corrective action programs, provide safety education, review minutes from prior meetings and openly support and foster an accident free environment. This committee shall meet monthly. The dates and times of meetings will be determined by the committee as will the agenda and length of the meeting.

THE UNION AGREES TO PROVIDE A HEALTH AND SAFETY REPRESENTATIVE FROM LOCAL 137 TO ASSIST THE COMPANY SAFETY DIRECTOR WHEN REQUESTED BY THE COMPANY. SUCH REPRESENTATIVE WILL BE APPOINTED BY THE LOCAL UNION PRESIDENT AND APPROVED BY THE BARGAINING COMMITTEE.

THE COMPANY WILL PROVIDE ADEQUATE TRAINING AND SCHOOLING IN UPDATED HEALTH AND SAFETY PROGRAMS AND REGULATIONS.

No employee shall be required to continue work on any job, which is unduly hazardous to his safety and health. When the Company determines it is necessary to train employees in job safety only, overtime will be mandatory.

The Company shall continue to grant a paid ten (10) minute rest period during each half-shift of work and shall continue to grant a paid five (5) minute clean-up period before lunch.

Employees who are injured on the job and such injury necessitates their leaving work under orders of the Company doctor, shall be paid for the balance of their scheduled work day on which the injury occurred or the

balance of their following scheduled work day if that is the first day they are sent to the Company doctor at their then average hourly rate. In order to qualify for the balance of work day pay the injury must be reported on the day it occurs. Employees who are injured on the job and are sent for treatment by the Company doctor will be paid overtime, until treatment by the doctor is completed, for all time in excess of eight (8) hours. This applies to the day of the injury only.

It shall be the responsibility of the Company to handle all emergencies due to sickness and accident during the course of employment **INCLUDING TRANSFERRING EMPLOYEES TO AND FROM THE HOSPITAL WHEN NECESSARY**. The Company agrees to continue to maintain adequate First Aid facilities including an Industrial Nurse in the Greenville Refrigerator Plant on each full shift.

Section 63. (a) It is understood that continuous and uninterrupted manufacture and production of goods by the Company and orderly collective bargaining relations between the Company and the Union to secure prompt and fair disposition of grievances are essential considerations for this Agreement. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slowdown, in any plant of the Company, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five (5) days at the fourth step of the grievance procedure and not even then unless sanctioned by the International Union, United Automobile Workers of America. In case a strike or stoppage of production in violation of this Agreement shall occur, the Company has the option of canceling the Agreement at any time between the tenth (10th) day after the strike occurs and the day of its settlement.

(b) It is understood and agreed that in the event of any act or acts on the part of the employees constituting a

violation of the provisions of this Section, which are committed or performed without authorization or ratification by the Union there shall be no liability in damages therefore on the International Union, the Local Union, or any of their officers, agents, or members, except that the Company in such event shall be entitled to discharge or otherwise discipline any employee who causes or participates in causing any such violation; provided, however, that the foregoing "no-liability" provision shall be of no force or effect unless upon the commission of any such act of violation, the Union shall, within twenty-four (24) hours after a written request by the Company, post the following notice, under the names of the International and Local Unions, on all Union bulletin boards:

"To all Members of Local _____

"Dated _____

"You are advised that certain action took place today in Department _____ or line _____

This action was unauthorized by both Local and International Unions. "You are directed to promptly return to your respective jobs and to cease any action which may affect production. The grievance(s) in dispute will be processed through the regular grievance procedures provided for in your contract."

(c) During the life of this Agreement, the Company will not lock out any employees until all of the bargaining procedure as outlined in this Agreement has been exhausted and in no case on which the Arbitrator shall have ruled and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five (5) days at the fourth step of the grievance procedure. In case a lockout in violation of this Agreement shall occur the Union has the option of canceling the Agreement at any time between the tenth (10th) day after the lockout occurs and the date of its settlement.

Section 64. The Company agrees that so far as practicable, wages shall be paid every week on Friday, the day shift employees being paid on the job and the night shift employees being paid as they leave work on Friday morning. Paychecks will be issued to employees during the shift. Employees being paid on Thursday of each week who are absent two (2) consecutive Fridays, or two (2) Fridays in any four (4) week period, without an excused absence shall then

receive their paychecks at the end of their shift on Friday for a period of six (6) weeks at which time their absence record shall be reviewed.

Section 65. It is agreed that as far as reasonably practicable, overtime will be equitably divided among employees in the occupational group, **department and shift** with the ability to do the work, and weekdays and Saturday must be kept separate from Sunday and holidays. **If a significant imbalance develops between shifts in a group and department (an average of 16 hours per employee), the company will meet with the Union Bargaining Committee to try to find mutually agreeable practical ways to reduce the imbalance.** For the purpose of assuring the employees that this provision is being complied with, each Steward shall from time to time, be given access so far as reasonably necessary for the purpose, by the Company to overtime records. Overtime will be equalized within thirty (30) days, provided overtime hours are worked in the occupational group where the imbalance exists.

Appendix "A" and Appendix "AA" and probationary employees shall be eligible to work overtime in their classification on their shift after the classification has been exhausted on their shift, provided there is work available that they can perform.

Opposite Shift Overtime Including Saturday, Sundays and Holidays

Employees working within their occupational group and department on the shift where the overtime occurs will be asked by occupational group and departmental seniority and the overtime will be equalized as per this Section.

Work performed during wash-up, lunch, and break periods will not be considered overtime as such, but will be paid at that premium rate.

Appendix "A" and Appendix "AA" Trainees and Probationary Employees will be eligible to work overtime in their classification before seniority employees in that classification are entitled to work a double shift, provided there is work available that they can perform.

An employee who has been borrowed from one department or occupational group to another per Section 19 will be entitled to work overtime in their regular department or occupational group for the first ten (10) days of the borrow. Should it be necessary to borrow an employee for more than ten (10) days, the borrowed employee would then be entitled to work overtime in the occupational group borrowed into until the employee is transferred back to their regular occupational group.

Should an employee be notified by phone, only the employee may verify his acceptance to work. A daily record will be kept by your supervisor of all phone calls made to employees for overtime work. If the Company cannot reach the employee by telephone, the Company shall then go to the next employee, subject always to their ability to do the work available.

It shall be the responsibility of each employee to keep his telephone number current.

Should an employee be borrowed from another department during the shift and after the occupational seniority in the department has been exhausted, the borrowed employee would be entitled to remain in the department for overtime without violation for not offering overtime to the "pool" employees.

Steward Overtime

Stewards and **ADDITIONAL** Stewards will waive their preferential seniority with respect to overtime.

It is further understood that Chief Stewards and Deputy Chief Stewards will not be asked to work overtime unless it be overtime in their occupational group in accordance with Section 65. If a Chief Steward wishes to work overtime in his occupational group, he will notify the appropriate superintendent in advance and receive consideration; provided, however, that there is work available which they have the ability to perform.

Section 66. There shall continue to be no discrimination against any employee of the Bargaining Unit by either the Union or the Company in regard to tenure of employment, promotions, transfers, or other conditions of employment because of age, race, color, creed, National

origin, sex, religion, political affiliation, non-job related disability, marital status, sexual orientation and disability covered by A.D.A..

Section 67. The Pension Plan is on file at the Company's Greenville office and the Office of the Local Union. Modifications or termination of the Pension Plan may be made only in accordance with Section 69. Beginning with the 1962 calendar year the Company will furnish once each year to each seniority employee a card showing accumulated pension credits.

The Company shall furnish Pension booklets to all employees.

Section 68. The Group Insurance Plan is on file at the Company's Greenville Office and the office of the Local Union. Modification or termination of the Group Insurance Plan may be made only in accordance with Section 69. There shall be a signed insurance agreement that sets forth all details of the insurance program.

Insurance notification: when a life situation has changed for an employee, i.e., marriage, divorce, dependent changes, etc. it is each employee's responsibility to notify the Insurance Department of these changes within thirty (30) days of the event. Should notification not be made within thirty (30) days, changes will become effective the first of the month following notification to **the Company**. The Company will provide each employee with a written document explaining the internal procedures regarding insurance benefits.

ARTICLE IX

Duration and Termination

Section 69. This Agreement shall be in full force and effect to and including **NOVEMBER 5, 2005**, and shall be automatically renewed under the terms and conditions, subject to termination or modification as hereinafter provided, for consecutive yearly periods commencing **NOVEMBER 5, 2005**.

Should either party desire to terminate this Agreement or to modify any of its provisions on expiration as hereinafter provided, such party shall give to the other party

not more than one hundred twenty (120) nor less than sixty (60) day's written notice prior to such expiration of its desire so to terminate this Agreement or to modify its provisions. In case modification alone is desired and a complete Agreement on all modifications is not reached prior to such expiration date, this entire Agreement shall terminate on such expiration date. During the term of this contract, in the event any new product is put into the Greenville plant there shall be a wage negotiation on those new jobs only. This is not to affect or supersede any other part of the Agreement between the Company and the Union.

APPENDIX "A"

The following is the list of jobs referred to in Article III, Section II, hereof:

Blanking line/Crane /Hilo	BL
Automatic Press Opr.	AE
Quality Technician	QT
Eliminator Tube Cut-To-Length Machine & Crane Opr.	E
Repair	I
Pierce/Set-up	PI
Salvage/Repair (Liner)	V
Press Opr.-Interior Door	AZ
Plastic Blender Opr.	PS
Die Change-Over/Utility Repair (Foam)	NO JF
Condensor Press Opr.	CF
Control-Bonderite, Duridene	HO
Electro./Manual Sprayer	SA
Tool Crib Attendant	AX
Marcam Coordinator	MC
Stock keeper	P
Truck Driver/Semi	ZA
Dump Truck Driver	ZE
Environmental Control	EV
Bloodborne Pathogen	BP
Bond Coordinator	B
Line Salvage	LS
Work Instructions	WI
Buff & Soft Dng	BR
Brown Bank Coordinator	BN
Blue Bank Coordinator	BU
Mezzanine Coordinator	MZ

APPENDIX "AA"

The following is the list of jobs referred to in Article III, Section II, hereof:

Door Repair	DR
Torch Braze. Repair/Sonic Welder	SJ
Vacuum Former Opr.	F
Sheet Extruder Opr.	FF
Robotics Sealing System Opr.	RO
Foam Cabinet Fixture Attendant	AC
Systems Analysis	SS
Cabinet Finish Repair	CR
Press	AI
Bander Opr.	ND
Vacuum Former Setup	FB
Corrective Actions	CC
CNC Form Setup Opr.	SV
DOOR FOAM OPERATOR	DF
PRESS	PR
PACK OPERATOR	PO
WELD & SOFT DING	SR
RECOVER SCRAP DOORS	SD
REPAIR FOAM STAINLESS DOORS	DS

Appendix "AA" Training

The terms of the collective bargaining agreement provide for the combination of several Appendix "A" classifications. It is agreed by the parties that we will provide training where and when needed to employees who are required to perform these new combined classifications. This training may take many forms including but not limited to classroom training and on the job training. Current home base employees will be provided training within six (6) months of the effective date of this agreement.

Home base employees not currently working in the classification will be provided training as described above if they are recalled to the classification.

Employees that have held at least one of the combined classifications in the past, but are not currently working in the classification, may bid into the classification as a trainee and be provided the training as described above.

Employees that have held at least one of the combined classifications in the past, but are not currently working in the classification may bump into the classification provided that he/she is qualified to perform the essential functions of the combined job.

Appendix "B"

Employees who have previously held classifications under the old code letters and department numbers shall be considered as eligible to exercise their plant wide seniority in the new revised classification and departments. Provided they have the minimum requirements and have the ability to perform the work.

Appendix "C" Severance Pay

In the event operations at the Greenville, Michigan, plant are moved to another plant location operated by the Company, the Company shall give at least 90 days advanced written notice of such action to the Bargaining Committee and to the employees who will be affected thereby and it shall pay severance pay in accordance with the following formula to those employees whose employment is terminated as a direct result of such discontinuance.

(a) An employee must have a minimum of two (2) years credited pension service with the Company as of the date his employment terminates, in order to be eligible to receive severance pay.

(b) Severance pay shall be paid to all employees qualified as aforesaid who on the effective date of discontinuance of plants are:

(i) on the active payroll, or

(ii) on layoff with recall rights or on Company approved leave of absence.

(c) employees who

(i) are on retirement under the Company Pension Plan at the date of such notice, or

(ii) are eligible to be retired under normal retirement as provided in the Company Pension Plan prior to the date set therein as the effective date of discontinuance of the plants, or

(iii) quit prior to the effective date of discontinuance of the plants or are discharged for good cause and not reinstated under grievance procedure shall receive no severance pay.

(d) Severance pay shall be paid at the rate of **two hundred (200) dollars** a year for each year of credited pension service earned at the time of plant discontinuance.

Present Company employees shall carry no seniority rights to the new location but will be given consideration (in the order of their seniority) if they wish to apply for jobs at the new location. If an employee accepts a job, he shall be subject to the wages, fringes, hours and working conditions applicable at the new location.

If part, but not all, of the operations at the Greenville, Michigan, plant are moved to another plant location and operated by the Company, so that some jobs will remain in Greenville for the members of the Bargaining Unit, such jobs shall be filled by the seniority procedure of the current Bargaining Agreement, and the foregoing provisions shall be applicable only to those employees who are unable to obtain employment at the Greenville plant as a result of such seniority procedures.

Employees accepting Severance Pay shall lose all seniority rights under the current Bargaining Agreement.

Severance Pay will be paid within sixty (60) days from plant discontinuance.

Appendix "D"

The following Memorandums of Agreement shall remain in effect. All other agreements, not listed below, whether written or verbal, are automatically voided: 1. Tornado Procedure - All Frigidaire Plants.

Report of a Tornado Warning will be relayed to our plants by the local police, fire department or civil defense. No other sources will be accepted or announced.

Warning -- Indicates that a tornado has formed in Montcalm County.

In the event of a tornado warning:

1. All foremen, supervisors and the Union office will be informed of the WARNING as soon as it is received.

2. Any employee wishing to leave the plant may do so upon giving his Foreman proper notification and punching his time card or may go to any part of the plant he thinks safe. (The area authorities recommend that streets and highways be kept clear at this time.)

All clear - will be signaled by an intermittent sounding of the signal system. The signals will be coded as follows:

Warning

All Clear _____

Present Sprinkler Signal _____

II. Outside Contractors

Prior to the letting of work to outside contractors the Company agrees to discuss proposed outside contracting plans with the Union prior to letting out the work. If, after the discussions, it appears that the work to be contracted out can be performed by Local 137 Maintenance employees within sound business parameters, the Company will do so. When Maintenance Department employees are laid off or working in other departments, the Company will not hire outside contractors to come onto the premises and do the work or work sent out to be performed. A violation of this obligation shall result in pay to the Appropriate employees for the time lost. Sound business parameters will include, but not be limited to, the following:

- (A) Ability to perform the required work
- (B) Cost considerations
- (C) Time constraints

- (D) Manpower availability
- (E) Ability to perform other required maintenance duties

Additional Agreements

(1) The Union agrees to cooperate with the Company in its program to utilize the productive potential of all employees. Employees are expected to work at a normal pace, earning a fair day's pay for a fair day's work.

(2) The pledge ratified by Membership June 3, 1963, will be carried forward into the new contract as a joint Company and Union pledge.

(3) Jury Duty

Any employee with seniority who is called to and reports for jury duty shall be paid the difference between his jury duty payment and his straight time regular pay for each day spent in performing jury duty if the employee would have been scheduled to work for the Company and is unable to work due to attending jury duty session.

In order to receive payment under this Section an employee must give the Human Resources Department prior notice that he has been summoned for jury duty, and must furnish satisfactory evidence **FROM THE COUNTY CLERK'S OFFICE** to the Human Resources Department that jury duty was performed on the days for which he claims such payment **(COPY OF SUMMONS IS NOT SATISFACTORY EVIDENCE)**.

An employee who is notified to report for jury duty and such jury duty is canceled for that day by notification by the court, either by telephone on that day or canceled by the court upon reporting to said court on that day, shall be considered as fulfilling the jury duty requirements; however, should the employee have sufficient notification to allow him to return to his job for not less than four hours, that employee shall be required to do so.

It is understood that employees who volunteer for jury duty are not eligible for jury duty pay.

(4) Bereavement Pay:

When death occurs in an employee's immediate family, i.e.:

Spouse	Child
Parent	Brother
Stepparent	Stepbrother
Grandparent	Half Brother
Great-grandparent	Brother-in-law
Step-child	Son-in-law
Grandchildren	Sister
Current spouse's parent	Stepsister
Current spouse's stepparent	Half sister
Current spouse's grandparent	Sister-in-law
Current spouse's Great-grandparent	Daughter-in-law
Step-Grandparent	Great-Grandchildren

The employee, on request, will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays, and holidays) immediately following the date of death provided he **SHOWS PROOF OF THE DEATH.**

An employee excused from work under this paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused (excluding Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work days of the employee's scheduled working week and holidays).

Except for employees compensated on group bonus or piecework, payment shall be made at the employees rate of pay, not including overtime and night shift premium, as of his last day worked. For employees on group bonus or piecework, payment shall be made at the employee's average hourly earned rate, not including overtime and night shift premium, for the hours worked during the last pay period in which the employee worked preceding the pay period in which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

**Agreed to Bring Forth the
Memo of Agreement
Dated January 14, 1969**

Agreement controlling tear down and reassembly when tools are required to dismantle or remove parts the work shall be performed by employees in the repair classification unless otherwise mutually agreed between the Company and the Bargaining Committee. This only applies to tear down and dismantling.

When large quantities are involved, reassembling will be performed by assemblers whether tools are required or not, provided the work is performed on an assembly line basis but not necessarily a power conveyor.

**Agreed to Bring Forth the
Memo of Agreement
Dated November 30, 1971**

1. It is agreed between the Company and the Union that effective February 13, 1976, finished goods products hauling from Department 258 will be performed by outside trucking contractors. This will not affect inner-plant hauling. This agreement will not affect the hauling of finished goods, such as show models, in cases where Frigidaire Company drivers from Department 258 may be used if conditions such as time and equipment allow. All such cases will be agreed to between the Company and the Bargaining Committee.

2. Parts and materials will be hauled by Department 258 depending upon point of origin using the type of equipment at the Company's discretion.

3. When semi-truck drivers are laid-off or working in other departments, the Company will not hire outside trucking companies to do work normally performed by the semi-drivers in Department 258. This provision shall not apply to a trucking Company moving trailers on the Company premises in order to spot his own equipment.

4. When stake truck drivers are laid-off or working in other departments, the Company will not hire outside trucking companies to do work normally performed by the stake truck drivers in Department 258.

5. Special cases may have to be worked out between the Company and the Bargaining Committee due to shortages of employees and equipment.

**Memo of Understanding
November 4, 1980**

When a permanent job opening exists within a classification, a home base employee or temporary home base employee shall, upon his or her request to his or her supervisor, be placed on that job opening provided the employee's seniority qualifies him or her for that position and the employee has the ability to do the job.

This shall not apply in model changes nor shall this be construed in any manner as to the employee having job seniority.

**Memo of Understanding
November 4, 1980
Premium Paid Job Where The Classification
Does Not Exist**

Recall rights to the job shall be terminated under the following conditions:

1. When the employee is bumped from a premium paid job; however, seniority shall determine the employee to be laid off. Low seniority go.

2. When the employee is removed from the job by the exercise of department seniority in lieu of layoff.

3. When the employee is laid off the premium paid job due to elimination of their shift and their seniority does not permit them to follow that job to another shift.

4. This does not apply to removal from the job on the employee's regular shift due to a model change, change in running rates or an approved leave of absence by the Company. This shall include any period designated by the Company as a plant shutdown.

Employees may obtain a premium paid relief job (where the classification does not exist) only when the following conditions occur.

1. When there is an Open Relief Job within a Department:

A true relief job opening occurs when an employee who is currently on a relief job leaves the job; i.e., bids out of the department or classification requiring relief, retires, goes to another shift, etc.

When the opening occurs, all employees from **THAT CLASSIFICATION IN THAT DEPARTMENT WILL BE** asked by seniority if they wish to take the relief job and must have the ability to perform all jobs covered by that relief job.

2. Plant wide Bump: An employee who has a plant wide bump slip may bump a premium paid relief job providing they have the seniority and the ability to perform all necessary jobs.

3. Intra-Departmental Job Selection in Lieu of Lay-off (downgrade):

When an employee is going to be laid-off from an occupational group due to lack of work, the employee has the right to select a job, and that may be a premium paid relief job, providing the employee has the seniority and the ability to perform the necessary jobs.

**Skilled Trades
Apprenticeship Program**

The Company and the Union have established the following Skilled Trades apprenticeship Classification and non-apprenticeable upgrader classification which pertain to the joint Company-Union Skilled Trades training program. A copy of the Skilled Trades Apprenticeship program is on file at the Company's Human Resources Department and at the office of the local Union.

Apprenticeable Trades

Pipe fitter
Millwright
Electrician
INDUSTRIAL TRUCK REPAIRER
TOOL Layout Inspector **AA**
Air Conditioning & Refrigeration
TOOL Machinist **AA**

Upgrader Classifications
Boiler Operator
Oiler

Trainees

Employees who qualify for the training program shall be called apprentices and this shall mean "an employee engaged in learning and assisting in the classification in which he is assigned under this agreement."

Application For Training Program

The Company will post on the Company boards job openings for the above classifications and at the same time will post for the training program.

Current employees who bid on job openings for skilled trades classification as "fully qualified" and have been approved by the joint Company-Union Apprenticeship Committee as fully qualified shall be placed on Skilled Trades jobs before the Company may hire fully qualified Skilled Trades employees from the outside.

Exception: All employees shall be considered eligible to bid for the skilled trades training program regardless of their present status.

Selection for the training program shall be made on the basis of the bidder's seniority providing the employee can meet the minimum eligibility requirements.

Employees who meet the minimum eligibility requirements shall enter the training program with their seniority established by the date of entry (for the purpose of lay-off and recall) until such time as they become fully qualified.

All present skilled trade employees shall retain for skilled trades seniority their date of entry into skilled trades and shall have production seniority if qualified per Section 10 of the contractual Agreement.

Skilled trades employees and apprentices shall retain production seniority up to date of entry into skilled trades and may, if laid off from skilled trades, exercise such seniority per Section 11 to return to production.

Employees who have acquired both production seniority and skilled trades seniority shall have these combined for all purposes of credited service, such as pension, vacation, etc.

If there is a lay-off of an employee who is in the training program the employee will be allowed to use his plant wide seniority but will return to the training program in line with his date of entry seniority when work again becomes available. Should a skilled trades employee or apprentice return to production per Section 11 and then bid on an open production job, per Section 24, his skilled trades seniority shall cease to accumulate in skilled trades at the time he is declared a successful bidder, which also terminates his recall rights to the skilled trades job.

Employees who are unable to complete the training program for any reason shall be able to use their plant wide seniority and must name a new home base within thirty (30) working days or shall have their home base established in the classification in which they are working at the end of thirty (30) working days.

Trainees will be allowed to work overtime before a fully qualified employee is asked to work a double shift, providing the trainee has the ability to do the work available. Overtime for the trainees will be equalized within their training classification.

Employees required to attend school for the training program shall be paid at their average straight time rate and only for the actual time they are attending class. There will be no travel time or mileage included.

Memo of Agreements
Dated November 4, 1993
Preface

During the course of 1993 negotiations, the Frigidaire Company and the UAW Local 137 (hereinafter referred to as the parties) discussed many issues relating to quality of work life, job security for all employees and the continuation of the Greenville operation as a viable competitor in the appliance marketplace.

The parties agreed that they must become partners in establishment of employee involvement/process

improvement teams, and must work together with the goal of providing employee job security by producing a world class refrigerator product which leads the industry in terms of value, quality and availability to the customer.

In light of the above considerations, the parties have agreed as follows;

A. Labor/Management Committee

The parties agree to meet within ninety (90) days following ratification of the Labor Agreement dated Labor/Management Committee.

The Labor/Management Committee will design and implement joint projects that address issues such as employee involvement and continuous improvement teams as well as other mutually beneficial items.

B. Smoking policy

Smoking will be permitted on Company property outside Company buildings effective with the ratification of the agreement dated November 4, 1993.

AREAS DESIGNATED AS SMOKING AREAS WILL BE limited in number and must be situated so as not to interfere with the right to a smoke free environment for non-smokers.

C. Lunch Periods

When changing the lunch period, the Company will exercise this option only in the event of mechanical breakdowns, and/or other unscheduled production interruptions. Normal lunch periods for each operation will not be moved more than one half hour prior to the normal lunch period more than three (3) times per month, per shift per employee. Any additional over three times per month, per shift, per employee, Company will pay premium time. Company will not move the lunch period back.

D. More PREFERRED Job

The Company for many years, as a courtesy to senior employees, has been willing to honor reasonable requests on the part of employees to be assigned to

permanent openings on specific jobs within their classification and department. It is the intention of the Company to continue to approve the requests of senior employees to be assigned to permanent openings on jobs within their classification so long as granting such a request does not reduce efficiency within the classification.

It is understood that this provision will not prohibit the Company from temporarily reassigning employees within their classification in order to meet the needs of the operation.

The Company will not arbitrarily refuse requests or make arbitrary reassignments within their classification without business justification, i.e./ Efficiency, ergonomics, job rotation, cross training.

Memo of Agreement Transitional Workshop

The Company and the Union agree that a Transitional Workshop will be implemented at **ELECTROLUX HOME PRODUCTS**, Greenville, Michigan, for all UAW Local 137 medically restricted employees. The following conditions will apply:

A. Employee Eligibility

1. Employees with medical restrictions that prohibit them from working in established classifications will be eligible to work in the Transitional Workshop regardless if their injury or illness occurred at work or away from work.

2. Employees will not be allowed to bid or bump into the Transitional Workshop. Employees must be placed in the workshop per medical restrictions.

B. Length of Placement

1. Employees will not be permanently placed in the Transitional Workshop unless mutually agreed between the Company and the Union Bargaining Committee.

2. Placements in the Workshop shall not exceed sixty (60) calendar days unless extended by a doctor's

statement. **EXTENSIONS WILL BE LIMITED TO NO MORE THAN ONE.**

3. Employees shall return to the regular work force when work is found that meets their medical restriction or their restriction expires and is not extended by a doctor.

C. Length of Work Day

1. The normal work day in the workshop will be eight (8) hours. Employees working in the Transitional Workshop will have all provisions of Section 45 of the contractual Agreement regarding call-in pay.

2. Employees placed in the workshop may be allowed to work less than eight (8) hours per day for a limited time when it is determined necessary by a doctor.

D. Transitional Workshop jobs.

1. The Company and the Union will establish jobs in the workshop which are new and will not take any jobs away from the production work force.

2. All jobs in the workshop must be meaningful and have some positive value to the Company.

E. Seniority

1. When there are more employees to be placed in the workshop than there are jobs available, plant seniority among the placed employees shall determine which employees will work.

2. Employees working in the Transitional Workshop must have a seniority date equal to or greater than the least senior employee working in any classification, throughout the plant. Seniority dates shall be checked every Friday to determine if the Transitional Workshop employees will have enough seniority to work the following week.

F. Rate of Pay

1. Employees working in the Transitional Workshop shall be paid at their current rate of pay at the time of their injury/illness, or date of their medical restriction. It is understood between the parties that the Company must be

able to comply with the American's With Disabilities Act (ADA).

Drug Policy Statement/Procedure

Incorporate the following language into the Labor Agreement;

A. Substance Abuse Testing

1. It is the intent of the parties to this Agreement that the plant and its grounds are to be drug-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 applicable laws of the State of Michigan and Federal statutes, including permissible Michigan blood alcohol levels and shall be conducted under the following circumstances.

No employee will be tested for drugs/alcohol unless there exists a reasonable suspicion that the employee to be tested is under the influence of drugs/alcohol. The term reasonable suspicion shall, for the purposes of this policy and Section, be defined as follows::

a. Aberrant or unusual on-duty behavior of an individual employee, which is the type of behavior recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol; and

b. Is not reasonably explained as resulting from causes other than the use of controlled substances.

3. If Management has probable cause to believe that the employee is under the influence of illegal drugs or alcohol substances, a meeting of the Supervisor, employee, Department Steward, Chief Steward, and Human Resources Representative, if available, 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 above meeting, Management believes that probable cause continues to exist, a drug or

alcohol test will be arranged as quickly as possible through a testing facility approved by the parties.

4. The first instance in which a screen test proves positive for drugs or exceeds permissible blood alcohol levels, the employee shall be given the opportunity to participate in an approved rehabilitation program if drug/alcohol addiction is indicated after evaluation by the Company EAP provider or other mutually agreeable evaluation service.

If addiction is not established, the employee shall be handled in accordance with the published shop rules.

A. Employees are subject to termination in the event of:

(1) Refusal to submit to substance abuse test evaluation or rehabilitation program.

(2) Failure to complete a recommended rehabilitation program.

(3) Distribution or sale of illegal substances on the premises.

If the test returns negative (clean), the employee shall be made whole for any loss of wages suffered as a result of these procedures.

5. Employees who enter a rehabilitation program shall be subject to random drug testing for a period of one year from the date he/she tested positively for drug-alcohol.

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 dealt with accordingly.

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 in 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. Disputes arising from the provisions contained in this Agreement shall be subject to resolution under the grievance procedure.

**Memorandum of Agreement
Between Frigidaire Company
and UAW Local 137**

May 8, 1992

Revised as of November 3, 2002

It has been agreed between the parties that the **TEAM LEADER POSITION** has been established in the plant.

Description of Job Duties

The initial job duties of the **TEAM LEADER** will be as follows:

1. Help get the line started at the beginning of the shift. If all relief people are on the line, fill in as necessary. Assign people to the jobs as necessary, within the framework of the contract and established departmental policies.

2. Write up parts usage by part number from the computer screen for at least two days in advance.

3. In the event of a break down, call maintenance and then call the Supervisor.

4. Maintain and control crib items. Issue, as necessary, bits, gloves, Band-Aids, etc.

5. Communicate with other departments as necessary to control the quality of product.

6. Audit units going out of their department to assure a quality product and record the results.

7. Follow the model changes to be sure all the correct part numbers are being installed as per the engineering parts list.

8. Check and be sure stock is available for changeovers and be sure all old stock is removed.

9. Be attentive of the problem areas both mechanical and product wise.

10. If other duties are assigned to the **TEAM LEADER**, they shall be recorded by the Supervisor and will be subject to final approval by the Company and the Bargaining Committee.

TEAM LEADER QUALIFICATION:

1. **ABILITY TO READ AND WRITE.**
2. **DEMONSTRATED ABILITY TO WORK WITH INDIVIDUALS AND GROUPS.**
3. **GOOD ORAL COMMUNICATION SKILLS, DEMONSTRATED ABILITY TO GIVE CLEAR INSTRUCTIONS AND TO RECEIVE INSTRUCTION.**
4. **DEMONSTRATED ABILITY TO RESPOND EFFECTIVELY TO CUSTOMER NEEDS.**
5. **DEMONSTRATED ABILITY TO PRIORITIZE.**
6. **COMPUTER SKILLS (MINIMUM QUALIFICATIONS IS THE ABILITY TO LEARN).**
7. **TO SATISFACTORILY COMPLETE THE INTERVIEW PROCESS.**

The Company agrees that the position of **TEAM LEADER(S)** will be additional job(s) in the bargaining unit and the **TEAM LEADER(S)** will not replace any manpower that is required to run normal production in the assembly departments.

TEAM LEADER wage rate

The parties agree that the Team Leader shall receive an additional \$.50 premium per hour.

Job duties not assigned to TEAM LEADER

It is further agreed that certain job duties will not be assigned to the **TEAM LEADER POSITION**, such as:

1. Signing contractual paperwork, i.e., vacation slips, paychecks, reprimands, lay offs, occupational changes, etc.

2. The **TEAM LEADER** will not be involved in the grievance procedure other than their own right to file a grievance as a member of Local 137.

3. Get involved with any matter that would be considered confidential to another employee.

4. If any duty assigned to a **TEAM LEADER** becomes questionable, the Supervisor will record the duty and immediately contact the Human Resources Department. The Company and the Bargaining Committee will then meet to determine if the job duty should or should not be assigned to the **TEAM LEADER POSITION**.

The parties further agree that the Company will determine which department(s) will be selected for the **TEAM LEADER POSITION**.

**Letter of Intent
November 4, 1993**

To: David Kohn
President UAW Local 137
Greenville, Michigan

It is the Company's intent to distribute paychecks each payday during the first half of the shift.

James E. Quinn

**Letter of Intent
November 3, 1999**

To: DONALD PELLOW, VICE PRESIDENT, BARGAINING COMMITTEE CHAIRPERSON AND UAW LOCAL 137

RE: ABSENCE FROM WEEK-END O.T. SHIFTS

This Letter is to confirm our understanding on absences on weekend overtime shifts. In particular, it was agreed that it remains the responsibility of an employee scheduled to work such shifts to find a qualified replacement. However, should a documented emergency arise that is considered to be an

emergency by the company, the company will not impose discipline, but instead will assess a point under the Attendance Policy.

**LETTER OF AGREEMENT
FRIGIDAIRE COMPANY AND UAW LOCAL 137
NOVEMBER 2 1999
Revised as of November 2, 2002**

Outside Contracting

During the 1999 Negotiations, the company and the union each had proposals relating to outside contracting. The parties settled all proposals with the following understandings:

1. During the term of the Agreement dated **November 2, 2002**, the company will fill two maintenance positions for each four maintenance employees (Pipefitter, Millwright, Electrician, and Machinist) who leave the employ of the company. The vacated position will be filled either through hiring journeymen or through the apprenticeship program.

2. The Union agrees that during the term of the agreement dated November 4, 1996, there will be no claims for wages as a result of the company outside contracting activity unless the company fails to abide by Appendix "D", Paragraph II, of the Collective Bargaining Agreement.

3. The above paragraphs are predicated on current business conditions, sales, production volume, etc. The company can not abide by the above if major layoffs occur.

**Letter of Agreement
Frigidaire Company and UAW Local 137
November 4, 1993**

Maintenance Crib Attendant

When the Maintenance Department is working on Saturday, Sundays and Holidays, a Maintenance crib attendant shall not be required unless more than ten (10) or more maintenance employees are working. This does not restrict the Company from bringing in a Maintenance Crib

Attendant when less than ten (10) maintenance employees are working when needed.

**FRIGIDAIRE COMPANY
AND
UAW LOCAL 137
NOVEMBER 4, 1996**

TEAM CONCEPT

It is the intent of the parties to enter into a "Team Concept" in the Greenville Plant. The Team Concept will be designed to provide job security and satisfaction for all employees, give them a meaningful voice in the decision making process of the company, a better business understanding and help produce a product of the highest quality, lowest cost and high degree of customer satisfaction.

All concerned want an environment, where people want to come to work, that provides job security, and fosters cooperation and commitment and not discipline and adversarial situations.

The parties agree to establish a joint steering committee made up of the U.A.W. Local 137 bargaining committee (7) members and an equal number of management representatives. In addition a design team will be created made up of three members from the Union and three members from management with equal voice. The issues that can be addressed are virtually borderless and could include the development of teams, customer satisfaction, work environment etc. The motive for going to teams is to create prosperity for both the employees and the company.

The parties agree to have the first design team meeting within thirty (30) days of the ratification of the agreement to mutually begin the development of the process and parameters in which it will function. The design team will present their process design to the steering committee for approval.

Nothing in this process will circumvent the collective bargaining agreement, unless mutually agreed by the parties.

**LETTER OF AGREEMENT
FRIGIDAIRE COMPANY AND UAW LOCAL 137
NOVEMBER 4, 1996**

INTERIM AGREEMENT

This agreement may be amended at any time by *mutual agreement of the company and the bargaining committee in writing and executed by the parties hereto*. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled "request for interim agreement", and specify that it is given under this section and upon receipt thereof the other party shall promptly consider such proposal, and if requested to do so within a reasonable time, discuss it with the other party proposing the amendment, but either party may terminate the discussion at will. The giving of such written "request for interim amendment" or a disagreement as to the subject therefore shall in no way affect or alter any of the provisions of this agreement or result in a termination or expiration of this agreement or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any "request for interim amendment" submitted by either party under this section, such disagreement shall not be reviewable under the grievance procedure, nor arbitrable under the arbitration provisions of this agreement.

**LETTER OF AGREEMENT
FRIGIDAIRE COMPANY AND UAW LOCAL 137
NOVEMBER 4, 1996**

TEMPORARY EMPLOYEES

It is agreed that temporary employees may be used to provide vacation coverage during the summer months (June 1 to September 15). It is further agreed that these temporary openings shall not be posted per Section 24.

Such employees shall become members of the Union on their 31st day of employment and shall be required to pay the regular initiation fee and dues as are established by the Union.

Such employees shall be considered temporary. They shall receive all other benefits of the Labor Agreement except for life insurance, paid holidays, group medical

insurance, retirement, vacation, or seniority, and shall not work daily and weekly overtime unless seniority employees have been offered the overtime.

Temporary employees will be given a specific termination date at the time of their employment, this date shall be indicated on their record. When an employee reaches their termination date, it shall be considered a voluntary quit. Upon completion of the probationary period, the initial date of hire as a temporary will be the hire date for all 1998, 1999, and all future temporary employees hired as regular full time employees.

All employees hired as summer vacation replacements shall be utilized as OP1 replacements only. They shall be paid \$3.00 below current OP1 rate.

Temporary employees will be entitled to bereavement time off as per the contract but shall not receive bereavement pay for such time.

Seniority employees who bump temporary employees shall report to work the next scheduled work day.

MEMO OF AGREEMENT

Effective November 4, 1996, the Company and the Union agreed that maintenance employees perform incidental work in other skilled trades positions. This Agreement is entered into this 4th Day of November 1996.

Memo of Agreement November 3, 2003 Continuous Shift Operations

The Company may elect to schedule Maintenance Department employees who volunteer for such operations on continuous shifts according to the following terms.

A. Hours of Work

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

For A Crew (Days) and C Crew (Nights)

SUN	MON	TUE	WED	THU	FRI	SAT
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)

SUN	MON	TUE	WED	THU	FRI	SAT
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. When working on continuous shifts, employees will receive a premium of \$1.50 per hour.
2. There will be two day crews and two night crews.
3. The 7-Day, 24-Hour schedule implemented will be the one known as the "2-2-3-12" or Continuous Shift schedule. The scheduled hours will be 7:00 AM - 7:30 PM and 7:00 PM - 7:30 AM.
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

B. Job Bidding

1. Job bids shall be processed per the existing contract provisions.

C. Overtime

1. Employees on a Continuous Shift shall not work more than twelve (12) hours in a twenty-four (24) hour period.
2. It is agreed that overtime shall be awarded on an equalized basis by classification, shift and department among employees on continuous shifts on the following basis:
 - a. Employees will give a prompt response when asked for overtime.

- b. Employees will be charged for the amount of overtime hours asked.
- c. Employees will be equalized to within 40 hours within their classification, shift and department at all times.
- d. Employees on a temporary transfer to another crew will be asked for overtime on that crew, as their overtime hours indicate.
- e. New employees and permanent transfers into a crew will be charged with the highest hours of the crew.
- f. Efforts will be made to ask for overtime as early as possible.
- g. When employees are called into work a shift after the beginning of a shift, 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.
- h. 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.
- i. 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.
- j. A record of all overtime hours worked will be maintained by the Facilitator.
- k. The steward will update the board on a daily basis.

(1). If the steward is absent, then the Bargaining Committeeperson will update the board.

(2). If the Bargaining Committeeperson is absent, then the Bargaining Committee Chairperson or an approved substitute will update the board.

(3). Time will be allowed for the steward to keep the board updated on a daily basis.

(4). The Facilitator 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) 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. 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.

D. 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.

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.

3. Double time will be paid for hours voluntarily worked on a holiday which is not a part of the employee's

regularly scheduled workweek, 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 workweek.

E. Holiday Pay

1. Eligible employees will receive 8 hours of holiday pay when the holiday falls on a day the employee was not scheduled to work. Eligible employees will receive 12 hours of holiday pay when the holiday falls on a day the employee was scheduled to work.

MEMORANDUM OF AGREEMENT

November 3, 2002

WEEKEND COVERAGE

The Union and the Company agree to establish Weekend shift coverage for the weekend operations in feeder departments. Vacancies on weekend shifts will only be filled by volunteers.

I. Definitions

1. Departments utilizing Weekend shifts will consist of two work entities: traditional shifts and a Weekend shift.
2. The traditional shifts will continue to work under the terms of the collective bargaining agreement.
3. The Weekend shift will include up to four crews (W,X,Y, and Z). Each crew will follow a thirty-two (32) hour schedule.

II. Schedule of Work Hours

Depending on operational needs and staffing availability, the Company may schedule employees on one or more of the following crews:

Crew W:	11:00pm-7:00am Friday
	11:00pm-11:00am Saturday
	11:00pm-11:00am Sunday

Crew X: 3:00pm-11:00pm Friday
 11:00am-11:00pm Saturday
 11:00am-11:00pm Sunday

Crew Y: 11:00pm-11:00am Saturday
 11:00pm-11:00am Sunday
 11:00pm-7:00am Monday

Crew Z: 11:00am-11:00pm Saturday
 11:00am-11:00pm Sunday
 3:00pm-11:00pm Monday

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

III. Definition of Work Week:

1. The payroll week for Weekend shift employees will begin at 11:00pm Thursday and end seven (7) days later at the same time.
2. Employees working on Weekend shift can receive 8 hours of incentive pay. To be eligible for the eight hour incentive pay, Weekend shift employees must work at least 32 hours unless absence is authorized for by the Collective Bargaining Agreement or state or Federal laws. For all other absences, the 8 hours incentive pay will be reduced by the amount that the employee is absent from the 32 hour workweek.
3. In the event of a short term layoff of less than the thirty-two (32) hour schedule, Weekend shift employees will be eligible for the eight (8) hour incentive pay.

IV. Scheduled Overtime

1. Weekend 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 Weekend crew is scheduled to work overtime beyond the Weekend thirty-two hour (32) work week, a notice shall be posted on Saturday by 3:00pm, 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: 3:00pm-11:00pm Friday

Crew Y: 11:00pm-7:00am Friday

Crew X: 3:00pm-11:00pm Monday

Crew W: 11:00pm-7:00am Monday

V. Voluntary Overtime

1. Except for holidays, Weekend 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. Weekend 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 a Monday, both Traditional and Weekend shifts shall be combined and solicited in seniority order for available work.
3. Weekend 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. Weekend crews will follow the holiday schedule as defined in Section 41 of the working agreement.
5. If the holiday falls on a Saturday or Sunday, Weekend shifts will receive twelve (12) hours holiday pay. All other holiday pay will be at eight (8) hours.

VI. Overtime Premium

Weekend crews shall be paid one and one-half (1 $\frac{1}{2}$) times the regular wage rate or the rate of work performed, whichever is greater, for work performed outside their Weekend shift on the fourth day of the Weekend work week.

VII. General Provisions

1. Unless otherwise provided for in this agreement, provisions of the current 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. Weekend 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 applied to traditional shift employees with an absence on an eight (8) hour day counting as one point, and an absence on a twelve (12) hour day counting as one and one-half (1 ½) points. Points will be earned on the basis of 1 point for each 24 consecutive days of perfect attendance.
6. For Weekend shift employees, vacation on an eight (8) hour day will count as one day of vacation, and vacation on a twelve (12) hour day will count as one and one-half days of vacation.
7. Weekend shift employees on crews W and X will be paid on Friday and crews Y and Z will be paid on Saturday.
8. For purposes of job bidding, overtime equalization, increase/decrease of the workforce, the traditional and non-traditional shifts will be treated as separate entities.

**ELECTROLUX HOME PRODUCTS COMPANY,
REFRIGERATOR PRODUCTS**

- S/ CHRIS PINKSTON
ITS DIRECTOR OF HUMAN RESOURCES
- S/ GARY HARRIMAN
ITS MANUFACTURING LIAISON
- S/ DAVE STANLEY
ITS MANUFACTURING LIASON TRIM LINE
- S/ NANCY LORENZEN
ITS MANAGER HUMAN RESOURCES
- S/ TIM O'ROURKE
ITS EMPLOYMENT LAWYER
- S/ FRANK BUCK
ITS LABOR LAWYER

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, AFL- CIO AND ITS LOCAL
#137**

- S/ CARL HOAG
ITS PRESIDENT
- S/ JIM HOISINGTON
ITS VICE PRESIDENT
- S/ DANNY BISSELL
- S/ DAVE DOOLITTLE
- S/ KITTY ROGERS
- S/ RAY JENSEN
- S/ TERRY RETTIG
- S/ DENNIS VANDERLIND
ITS INTERNATIONAL REPRESENTATIVE
- S/ DONALD OETMAN
ITS REGIONAL DIRECTOR

**FRIGIDAIRE-GREENVILLE
RULES OF CONDUCT
REVISED AND EFFECTIVE MAY 1, 1996.**

GROUP A. THE FOLLOWING RULES ARE FOR THE SAFETY AND PROTECTION OF ALL EMPLOYEE'S. A VIOLATION OF ANY OF THE FOLLOWING RULES IS CONSIDERED EXTREMELY SERIOUS AND INEXCUSABLE AND MAY RESULT IN IMMEDIATE DISCHARGE.

A-1 THE THEFT, HIDING, CONCEALMENT OR MISAPPROPRIATION OF COMPANY PROPERTY, PROPERTY OF OTHER EMPLOYEE'S, CONTRACTOR'S OR OTHER THIRD PARTIES ON COMPANY PROPERTY INCLUDING PARKING LOTS.

A-2 WILLFUL OR DELIBERATE DESTRUCTION, DELIBERATE DEFACING OR MISUSE OF COMPANY PROPERTY, TOOLS, MACHINERY, MATERIALS, PRODUCTS, PROCESSES, OR EQUIPMENT OR THAT OF ANOTHER EMPLOYEE OR CONTRACTOR.

A-3 FIGHTING OR ATTEMPTING PHYSICAL ASSAULT OF ANY FACILITATOR, SUPERVISOR, MANAGER OR EMPLOYEE. ATTEMPTING TO COERCE, ABUSE, INTIMIDATE, INSULT OR THREATEN A FACILITATOR, SUPERVISOR, MANAGER OR ANOTHER EMPLOYEE ON COMPANY PROPERTY OR PERSON WHO HAVE AUTHORITY TO BE ON COMPANY PROPERTY. THIS ALSO INCLUDES OTHER PERIODS OF WORK WHICH MAY REQUIRE AN EMPLOYEE TO LEAVE THE COMPANY PROPERTY IN THE COURSE OF PERFORMING COMPANY BUSINESS.

A-4 VIOLATION OF COMPANY HARASSMENT POLICY.

A-5. REPORTING TO WORK UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. POSSESSION, SALE, CONSUMPTION OF ALCOHOL OR DRUGS OR ATTEMPTING TO BRING ALCOHOLIC BEVERAGES OR DRUGS ON COMPANY PROPERTY.

A-6. CARRYING OF CONCEALED WEAPONS, FIREARMS, OR EXPLOSIVES ON COMPANY PROPERTY

OR ATTEMPTING TO BRING FIREARMS, EXPLOSIVES, OR OTHER WEAPONS ON TO COMPANY PROPERTY.

A-7. WILLFUL HAMPERING OF PRODUCTION, INCLUDING WALKING OFF THE JOB WITHOUT PERMISSION, FAILURE TO CARRY OUT DEFINITE INSTRUCTIONS OR ASSIGNMENTS, OR ENGAGING IN ANY UNAUTHORIZED OR ILLEGAL STRIKE, SLOWDOWN, OR EQUIPMENT OR WORK STOPPAGE.

A-8. INSUBORDINATION, INCLUDING REFUSING TO OBEY A FACILITATOR'S, SUPERVISOR'S OR MANAGER'S DIRECT ORDER.

A-9. DISHONESTY. THIS INCLUDES FALSIFICATION, ALTERING, OR PERMITTING FALSIFICATION OF ONE'S TIME AND ATTENDANCE BADGE OR JOB TICKET; OR PUNCHING OR ALTERING ANOTHER EMPLOYEE'S TIME AND ATTENDANCE BADGE OR TIME TICKET; POSSESSION OF OR THE USE OF A TIME AND ATTENDANCE BADGE THAT IS NOT AUTHENTIC AND NOT ISSUED BY THE COMPANY. FALSIFICATION OF EMPLOYMENT APPLICATION, DOCTOR'S STATEMENT, SICK LEAVE REQUEST OR INSURANCE REPORT.

A-10. SLEEPING ON THE JOB.

A-11. SMOKING IN HAZARDOUS AREAS OR LIGHTING UNAUTHORIZED FIRES.

A-12. GAMBLING, CARD PLAYING, SELLING GOODS OR CHANCES OF ANY KIND EXCEPT BY ADVANCE PERMISSION OF THE HUMAN RESOURCES DEPARTMENT.

A-13. DISORDERLY, IMMORAL OR INDECENT CONDUCT.

GROUP B: A VIOLATION OF ANY OF THE FOLLOWING REGULATIONS BY AN EMPLOYEE IS CONSIDERED A SERIOUS ACT OF MISCONDUCT AND INTOLERABLE. VIOLATIONS OF ANY OF THESE RULES WILL RESULT IN DISCIPLINARY ACTION INCLUDING SUSPENSION OR DISCHARGE FOR SERIOUS OR REPEATED VIOLATIONS. THE FIRST OFFENSE MAY

RESULT IN THREE DAYS OFF WITHOUT PAY. ANY FURTHER OFFENSE MAY RESULT IN DISCHARGE.

B-1. FAILURE TO USE OR WEAR SAFETY EQUIPMENT (EXCEPT IN DESIGNATED AREAS), OR ABUSE OF SUCH SAFETY EQUIPMENT OR REMOVING GUARDS OR SAFETY DEVICES FROM MACHINES, EQUIPMENT OR FACILITIES WITHOUT WRITTEN AUTHORIZATION.

B-2. CARELESS IN REGARDS TO SAFETY TO SELF OR OTHERS. THIS INCLUDES RUNNING, SHOVING, PUSHING, THROWING OBJECTS OR ANY TYPE OF HORSEPLAY WHICH COULD JEOPARDIZE THE SAFETY OF THE INDIVIDUAL OR OTHERS.

B-3. FAILURE TO REPORT PERSONAL INJURY TO YOUR FACILITATOR, SUPERVISOR, OR THE NURSE ON THE DAY OF OCCURRENCE.

B-4. FAILURE TO REPORT FOR SCHEDULED DOCTOR'S APPOINTMENTS WHILE BEING TREATED FOR AN OCCUPATIONAL INJURY OR ILLNESS AND FAILURE TO REPORT TO THE NURSE, HUMAN RESOURCES DEPARTMENT, OR YOUR FACILITATOR WHEN RETURNING FROM A COMPANY SCHEDULED DOCTOR'S APPOINTMENT, WITHOUT GOOD REASON.

B-5 . FAILURE TO REPORT THE USE OF PRESCRIPTION MEDICATION THAT MIGHT IMPAIR OR CAUSES ACTUAL IMPAIRMENT OF JOB PERFORMANCE TO THE NURSE OR YOUR FACILITATOR.

B-6. VIOLATION OF COMPANY APPROVED SAFETY, ENVIRONMENTAL OR HEALTH POLICIES AND PROCEDURES.

B-7. FAILURE TO MAINTAIN PRODUCTION STANDARDS. THIS INCLUDES FAILURE PERFORM WORK INSTRUCTIONS, STALLING, LAGGING, OR SLOWING DOWN ON A FAIR DAY'S PRODUCTION, AND BY DOING SO SHIFTING SOME OF THE RESPONSIBILITY TO ANOTHER EMPLOYEE. EACH EMPLOYEE IS EXPECTED TO MEET THE MINIMUM STANDARDS FOR ALL WORK ASSIGNED.

B-8. LEAVING YOUR WORK AREA PRIOR TO THE START OF BREAK, LUNCH PERIOD OR QUITTING TIME WITHOUT AUTHORIZATION. REPORTING LATE TO YOUR WORK AREA WITHOUT AUTHORIZATION. LOITERING IN REST ROOMS, OR OTHER AREAS DURING WORKING HOURS.

B-9. GOING TO WORK WITHOUT REPORTING TO HUMAN RESOURCES OR TO THE FACILITATOR WHEN FIRST TOLD TO REPORT TO HUMAN RESOURCES OR YOUR FACILITATOR.

B-10. PRODUCING OR CONCEALING DEFECTIVE WORK WHICH RESULTS IN POOR OR UNNECESSARY SCRAP.

B-11. SMOKING DURING PROHIBITED TIMES OR NON-DESIGNED AREAS.

B-12. EXCESSIVE OR CHRONIC ABSENTEEISM WHETHER EXCUSED OR NOT. THE ABSENTEE AND TARDINESS POLICY IS PART OF THESE RULES BUT IS CONTAINED IN A SEPARATE POLICY.

B-13. THE MAKING OF FALSE, VICIOUS, OR MALICIOUS STATEMENTS CONCERNING ANY EMPLOYEE, FACILITATOR, THE COMPANY OR ITS PRODUCTS.

B-14. FAILURE TO REPORT FOR WORK AFTER VOLUNTARILY SCHEDULING YOURSELF FOR OVERTIME. FAILURE TO WORK SCHEDULED OVERTIME.

GROUP C: A VIOLATION OF ANY OF THE FOLLOWING REGULATIONS BY AN EMPLOYEE IS CONSIDERED MISCONDUCT. THE FIRST OFFENSE MAY RESULT IN A WRITTEN EARNING. THE SECOND OFFENSE MAY RESULT IN THREE DAYS OFF WITHOUT PAY. ANY FURTHER OFFENSE MAY RESULT IN DISCHARGE.

C-1. FAILURE TO OBSERVE TRAFFIC AND PARKING REGULATIONS.

C-2. ENTERING THE PLANT THROUGH UNAUTHORIZED ENTRANCES OR LEAVING THE PLANT THROUGH UNAUTHORIZED EXITS. UNAUTHORIZED ENTRANCE THE COMPANY PROPERTY OR PREMISES.

C-3. CONDUCTING PERSONAL BUSINESS DURING WORKING HOURS OR ON COMPANY PROPERTY.

C-4. DISREGARD OF HOUSEKEEPING AND SANITARY PROCEDURES. THIS INCLUDES PERSONAL HYGIENE.

C-5. POSTING OR REMOVING NOTICES, SIGNS, OR WRITING IN ANY FORM ON BULLETIN BOARDS OR ON COMPANY PROPERTY WITHOUT PRIOR APPROVAL OF THE HUMAN RESOURCES DEPARTMENT.

C-6. WRITING, POSTING OR WEARING CLOTHING THAT CONTAIN DEROGATORY OR OBSCENE REMARKS OF ANY KIND.

C-7. FAILURE TO PUNCH IN WHEN REPORTING FOR WORK OR OUT WHEN LEAVING THE PREMISES.

D-38. WE HAVE ATTEMPTED TO COVER THE MOST COMMONLY VIOLATED RULES CONSISTENT WITH GOOD BUSINESS SENSE AND EMPLOYEE CONDUCT. DISCIPLINARY ACTION WILL BE TAKEN AGAINST ANY EMPLOYEE FOR ACTS THAT ARE INCONSISTENT WITH GOOD EMPLOYEE CONDUCT AND THE EXTENT OF SUCH DISCIPLINARY ACTION SHALL DEPEND UPON THE SERIOUSNESS OF THE OFFENSE.

THE RULES OF CONDUCT ARE INCLUDED IN THE COLLECTIVE BARGAINING AGREEMENT FOR YOUR CONVENIENCE. THE COMPANY RESERVES THE RIGHT TO CHANGE, DELETE OR ADD RULES OF CONDUCT IN ACCORDANCE WITH SECTION 61 OF THE LABOR AGREEMENT.