

AGREEMENT

WHIRLPOOL CORPORATION
EVANSVILLE, INDIANA, DIVISION

and

LOCAL 808

IUE-CWA

A.F.L.-C.I.O.-C.L.C.

DATED - FEBRUARY 19, 2004

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AGREEMENT

THIS AGREEMENT, made and entered into at Evansville, Indiana, by and between the Whirlpool Corporation, Evansville, Indiana, Division, hereinafter known as "Company," and the International Union of Electronic, Electrical, Salaried, Machine, Furniture

Workers and Communications Workers of America—A.F.L.-C.I.O., and its Affiliate, hereto referred to as LOCAL 808 IUE-CWA, hereinafter known as “Union”, and are referred to herein as the PARTY or PARTIES, WITNESSETH:

ARTICLE I PURPOSE

1. The parties hereto agree to promote and improve industrial relations between the Company and employees and to establish a fair standard of conditions under which the employees shall work for the Company during the term of this Agreement, and agree to regulate the mutual relations between the parties hereto, with a view of securing harmonious cooperation between them.

2. The parties agree that they will not discriminate against any employee because of age, sex, race, color, religion, national origin, disability (as defined by the Americans with Disabilities Act), or any other reason.

ARTICLE II RECOGNITION

3. The Company recognizes the Union as the *exclusive bargaining agency for the purpose of collective bargaining for its production and maintenance employees in all its present and future plants, located within a 35 mile radius of Evansville, that are directly related to and producing parts and /or components for the Evansville Refrigeration Division, in respect to rates of pay, wages, hours of employment, and other conditions of employment.*

3.1 Supervisory or salaried employees shall not *perform bargaining unit work except for the instruction or training of employees or when emergencies arise.* The provisions of this

subparagraph shall not apply to the engineering and development of new processes or equipment. "Employees" as used in this Agreement, shall not mean nor be construed to mean supervisory employees, clerical or technical employees, supervisors, assistant supervisors, watchperson, or plant protection employees as defined by the National Labor Relations Board.

ARTICLE III CHECK-OFF

4. The Company agrees to deduct from his or her wages, during the term of this Agreement, the initiation fee, if any, and the designated dues for each of its employees within the bargaining unit whose written and signed authorization and assignment has been submitted to it on a form which has been agreed upon by the Company and Union. All designated deductions made hereunder shall be remitted monthly not later than the first day of the month following the calendar month in which such deductions were made to the Financial Secretary of Local 808. The Company agrees to observe the terms and provisions of this paragraph and of the written and signed authorization and assignments submitted to it by the Union to the extent that this paragraph and such documents are and each of them is lawful under applicable law. It is mutually agreed that the form of authorization and assignment referred to above shall read as follows:

TO WHIRLPOOL CORPORATION

Date

You are hereby authorized and directed to check off the designated dues (including initiation fee, if payable) starting with the first pay following your receipt of this authorization. The amount deducted

shall be remitted by you to the Financial Secretary of Local No. 808, IUE-CWA, at Evansville, Indiana, not later than the first day of the month following the month in which deductions were made.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

Seniority Date

Signature of Employee

Clock Number

Social Security No.

5. The Union agrees that it will defend, indemnify and save harmless the Company against any and all claims

made upon or suits instituted against the Company arising out of any action of the Company taken pursuant to Paragraph 4.

ARTICLE IV

RESPONSIBILITY OF THE COMPANY

6. The right to hire, the right to promote, and the right to discipline or discharge for cause is the sole responsibility of the Company, provided that claims of discriminatory promotions and of wrongful or unjust discipline or discharges shall be subject to the grievance procedure herein provided. The management of the business of the Company and the direction of its employees are the exclusive responsibilities of the Management, except as expressly modified by the terms of this Agreement.

7. It is the exclusive responsibility of the Company to determine the location for the making of or assembling of any of its products or parts of such products. In the event that the Company should determine that it will discontinue or remove all of its production and maintenance operations as a unit from its Evansville, Indiana plants, and to operate them as a separate division at another unoccupied location, the Company will give the employees and the Union three (3) months prior notice of its intention to do so. Thereafter, upon request of the Union the Company will negotiate as to the conditions affecting any employees desiring the opportunity to transfer to the new location and as to the conditions relating to employees affected by permanent lay-off including severance pay.

ARTICLE V

GRIEVANCE PROCEDURE

8. A complaint arising over wages, hours, or working conditions between the Company and the Union as to

the meaning or application of the provisions of this agreement, shall be settled as promptly as possible in accordance with the following procedure.

9. Any employee having a complaint in connection with his or her work or conditions of employment may see the Supervisor and attempt to adjust the complaint, or see the Supervisor and request representation.

9.1 The employee may request to consult with his or her Steward. Upon receiving an employee's request to see the Steward, the Supervisor shall bring the Steward promptly.

9.2 The employee and Steward shall have ample time and opportunity for private discussion.

9.3 The employee, the Supervisor, and the Steward shall discuss the complaint for the purpose of settling the specified complaint as promptly as possible, if the complaint cannot be thus adjusted then

STEP 1 – By the Chief Steward and the Manager or the appropriate divisional representative of the plant in which the grievance arose, and if not satisfactorily adjusted then, and only then can a written grievance be submitted by the Steward and/or Chief Steward in accordance with this Article. The Union shall submit the grievance in writing to the Manager or the designated representative of the Company and shall state the Paragraph of the Agreement for which the violation is claimed. The grievance shall be processed as provided herein and shall be presented within ten (10) working days of the alleged violation. The Manager or the designated representative of the Company must give its written decision within two (2) working days. The grievance will be settled in favor of the employee if the Company fails to give its written decision within two (2) working days. The grievance shall be considered cancelled unless

the Union notifies the Company in writing within five (5) working days that it is being placed in the 2nd step. Such notification may be made on a form provided by the Company, and a duplicate retained by the Union; but in any event, a grievance shall not be discussed at the next-scheduled 2nd step meeting unless presented to the 2nd step at least twenty-four hours prior to such meeting.

STEP 2 – By the Union Grievance Committee and other designated representatives of the Union, and a representative or representatives of the Management at regularly scheduled weekly or specially called meetings. The grievance will be settled in favor of the employee if the Company fails to give written disposition within ten (10) working days after the 2nd step grievance meeting in which the grievance was discussed. The grievance shall be considered cancelled unless the Union notifies the Company in writing within ten (10) working days of its intention to panel the grievance for arbitration as provided herein. When an extension of the time limits would contribute to the proper settlement of any grievance, the parties may mutually agree, in writing, to grant such extension. Grievances may be amended in any Step. If the grievances are not satisfactorily adjusted, then

STEP 3 – The grievance shall be referred to a Board of Arbitration in accordance with the provisions set forth in this Article.

10. Retroactive pay settlements of grievances shall be limited to a period not to exceed sixty (60) days prior to the date of filing of such grievance. All retroactive payments shall be limited to the amount of pay an employee would otherwise have earned, less any wages he or she may have earned from any source during the period above specified.

However, any income earned by an employee from other normal and regular employment will not be deducted from any retroactive settlement, provided such employment commenced prior to the disciplinary action.

10.1 If a grievance is not presented within the applicable time limit, it shall be barred.

11. Before a Steward leaves his or her job or his or her department to handle a complaint or grievance, he or she shall obtain permission from his or her Supervisor. Should he or she go into another department, he or she shall report to the Supervisor of that department. In the event an employee is called in by either party to participate in the settlement of an individual employee's complaint or grievance, such employee shall be paid for time so spent at their regular day work rate. These provisions shall apply only to the processing of the grievance by the Manager or the appropriate divisional representative and shall not apply to grievances involving groups of employees.

12. The Company and the Union shall exchange current lists of their designated representatives for the handling of complaints and/or grievances.

Arbitration Procedure

13. The Union and Company shall select their member of the Board of Arbitration. The procedure for selecting the arbitrator's chairman of the board will be as follows:

13.1 The Union and the Company shall select two Arbiters for the purpose of deciding disputes and grievances that arise between the Union and Company.

13.2 The first Arbiter selected will act as chairman of the board and serve as long as acceptable to both the Union and the Company and the second Arbiter selected shall serve as the alternate in case the first one is terminated or does

not have any date available within a sixty-day period of the Union notification of its intent to arbitrate. If the Union and Company are unable to select such arbitrators by mutual consent, then

13.3 The Federal Mediation and Conciliation Service will be requested to appoint a panel of five members. Both the Union and the Company shall strike a name alternately from the panel within ten (10) days after receiving the panel. The last remaining name will be the Arbiter.

13.4 The alternate Arbiter will be selected through the same procedure as the first Arbiter and shall serve as long as acceptable to both the Union and Company.

13.5 The selection of the chairman(s) of the Board of Arbitration shall commence no later than thirty (30) days after signing of this Agreement.

14. In the submission to arbitration of grievances arising over wages, hours, and working conditions, as to the meaning or application of the provisions of this agreement, each Board of Arbitration hearing such grievances shall be limited to the hearing of not more than six (6) non-discharge grievances nor more than four (4) discharge grievances.

15. The Arbiter shall serve as long as acceptable to both parties and thereafter until his or her successor is selected. Either party may initiate the termination of the Arbiter's services by serving the Arbiter and other party with written notice. His or her successor will then be selected as provided in this Article in the event of a vacancy.

16. Each party shall pay the expenses of its own representative on the Board of Arbitration and shall pay one-half of the expense of the third Arbiter, and

other expense incurred in connection with such arbitration proceedings.

17. The Union will give notification to the Company of the number of each grievance and the name of each grievant of those grievances to be assigned to a panel. Either party or the parties shall; within thirty (30) days from the date of notification, select such Arbitrator as provided herein and shall also, within that same period, agree to the Arbitrator's earliest date for a hearing if the parties cannot mutually agree to any other date.

17.1 In the event the Company does not comply with the provisions of this Paragraph the grievance will be settled in favor of the employee.

17.2 In the event the Union does not comply with the provisions of this Paragraph the grievance shall be considered cancelled.

18. Grievances submitted to arbitration will proceed in accordance with the provisions of this paragraph.

18.1 If the parties mutually agree, a grievance or grievances may be submitted to the selected Arbitrator by written briefs, without the necessity of a formal hearing. Each of the parties shall have the right to file a rebuttal brief within thirty (30) days after the receipt of the written brief from the other party, if either party so desires.

19. Grievances in an established panel may be changed and/or substituted for not less than twenty (20) days before the date of such arbitration hearing.

19.1 The ruling of the Board of Arbitration shall be final and binding upon the parties hereto.

20. Any individual employee shall have the right to present complaints and/or grievances in writing to the company without first following the procedure herein

provided with respect to grievances. However, Supervisors will not bargain with such individuals on matters referred to in Paragraph 3, or be required to consider such grievances during working hours.

ARTICLE VI SENIORITY

21. Employees shall acquire seniority on the 90th day from the date they start working, after which their seniority shall be as of the day they started to work.

21.1 Employees who are laid off before acquiring seniority shall maintain their service record unbroken for the purpose of acquiring seniority if they are reemployed within ninety (90) days from the date of lay-off.

21.2 Until an employee has acquired seniority, the Company shall be the sole judge as to whether such employee shall be continued in employment.

21.3 Until an employee has acquired seniority they shall not be eligible to exercise shift preference or bid on open jobs.

21.4 Such employee shall be governed by all other terms of this agreement except Skilled Trades employees shall not displace or be displaced under the provisions of Paragraph 26 until they acquire seniority.

22. Employees shall establish residence in a seniority division as follows.

22.1 A new employee shall establish residence in the seniority division in which he or she is then working at the completion of one year of continuous service.

22.2 An employee with one or more years of seniority who is voluntarily transferred to or receives promotion to a new seniority division shall establish residence after he or she

has been in the seniority division to which he or she has been transferred for five (5) consecutive days from the date of the initial opening. However an employee moving into a new division on voluntary transfer (34.2 & 34.3) may bid on a job in the new division providing the effective date is beyond the five (5) day period in which they establish residence.

22.2.1 Other than resident recalls, in the event a younger seniority employee arrives in the seniority division by reason of voluntary transfer or recall from layoff prior to a senior employee transferring in, the five (5) days will be waived and the senior employee will establish immediate temporary resident seniority for bidding purposes.

22.3 If the employee is subject to lay-off during such period (prior to attaining residence in the seniority division in which he or she is working) the employee's regular company seniority will become effective in that division for the purpose of assignment due to the lay-off only. He or she shall be subject to all other lay-offs provisions of this Agreement.

22.4 An employee with one or more years seniority who is laid off from his or resident seniority division shall continue to maintain rights in the division for six (6) months from the date of lay-off from that division.

22.5 If an employee with one or more years seniority is placed in another seniority division in accordance with Paragraph 38 or sub-paragraph 34.6 he or she shall automati-

cally establish temporary residence in that division for six (6) months after which they shall establish regular residence, except for the provisions of sub-paragraph 22.6.

22.6 An employee during such temporary residence must file written notice with the Industrial Relations Department stating that he or she does not desire to hold their resident seniority for the six (6) months allowable period as above in sub-paragraph 22.4. A copy of such notice will be retained by the employee.

22.7 An employee with less than one year of seniority who is placed in a seniority division shall automatically establish temporary residence for the purpose of the provisions of Paragraph 29.

23. Employees shall lose seniority because of

23.1 A quit.

23.2 Justifiable discharge.

23.3 Absence of four (4) consecutive working days without notifying the Company.

23.4 Failure to return to work on the designated report-in-date, provided five (5) working days have elapsed since written notice was sent, first class mail, to the last address given the Employment Department of the Company by the employee, unless sickness, accident, distance, or causes beyond the control of the employee prevents such return.

23.4.1 A copy of such notice will be provided and receipted by the Union.

23.4.2 Each employee is solely responsible for having his or her correct address and telephone number in

the Employment Department.

23.4.3 A computer printout of address changes will be sent to the Union hall.

23.4.4 A receipt for the notice to change address and/or telephone number will be given to an employee filing such notice.

23.5 A lay-off greater than the following:

23.5.1 Employees having ninety (90) days to twelve (12) months seniority shall lose such seniority by reason of lay-off for longer than twelve (12) consecutive months.

23.5.2 Employees having one (1) year to two (2) years seniority shall lose such seniority by reason of lay-off for longer than twenty-four (24) consecutive months.

23.5.3 Employees having two (2) years seniority shall lose such seniority by reason of lay-off for longer than forty-eight (48) consecutive months.

23.5.4 Employees having three (3) years or more seniority shall lose such seniority by reason of lay-off for longer than sixty (60) consecutive months.

23.6 The Company will notify the Union of all separations of employment in writing.

24. Within thirty (30) days after the signing of this Agreement, the Company will compile and post in the plant a master seniority list showing the seniority divisions in that plant and the name and length of service with the Company of each employee within each such seniority division. Such lists shall remain posted, and the Company will replace each list with a new and

complete, up-to-date list once each thirty (30) days, if possible, and not less than once each sixty (60) days, excepting, however, that in the event a major lay-off occurs, the Company will at the time of lay-off post a new list in the plant where such lay-off occurs. The Company will furnish the Union with a master seniority list of all employees in all seniority divisions of the Company.

25. Upon the request of the District Steward, the Supervisor will furnish such Steward with the seniority status of any employee transferred or hired into that district or division.

26. Employees with the greatest amount of seniority shall be given preference as to the shift they shall work on their job classification within their seniority division.

26.1 In exercising shift preference, the employee will displace the youngest employee in their job classification within their seniority division, excluding employees that have signed jobs in a different classification effective at the same time as the shift preference. At this time the senior employee will bump the next junior employee possible.

26.1.1 In the event the employee does not have the physical qualifications to displace the youngest employee he or she shall displace the youngest employee possible.

26.1.2 In being transferred under the provisions of this paragraph no training time will be allowed; however, the employee shall be properly instructed and oriented in the job requirements. The employee shall be given until the end of the shift to demonstrate an ability to

perform the job without assistance, provided satisfactory progress is being made.

26.1.3 Employees who are being bumped in job ranks six (6) and (7) through the provisions of this paragraph will be given a reasonable time to demonstrate their qualifications providing they are making satisfactory progress.

26.2 An employee may exercise such shift preference right four (4) times within a calendar year.

26.3 A shift preference move shall be effective 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. All shift preference moves will be made on Monday.

26.4 The Chief Steward and the District Stewards shall not be subject to the provisions of this paragraph.

26.5 In order to maintain efficiency and production a temporary move may be made by the Company, regardless of shift, not to exceed three weeks in any one year, unless the time is extended by mutual agreement of the parties. In the event the Company temporarily transfers an employee for reasons of efficiency he or she shall not suffer loss of earnings for overtime or shift premium because of the temporary transfer.

27. Seniority shall be the deciding factor in determining all situations between two or more employees pertaining to but not covered by this Agreement.

27.1 Among the employees with the same

seniority date, the employee with the lowest clock number shall be considered senior, providing that an employee shall not bump an employee with the same seniority date.

28. Seniority divisions, as agreed to by the parties, are attached hereto as an addendum. Revisions of the seniority divisions may be made by mutual agreement of the parties as changes or conditions warrant.

ARTICLE VII BID PROCEDURE

29. The supervisor, in making transfers or promotions to available jobs in a seniority division, will give preference to qualified employees having residence in the seniority division where the vacancy exists. Such vacancies shall be listed for bids by employees in that seniority division and such bids will remain listed for a period not less than 24 consecutive work hours.

29.1 Available job shall mean: a quit, discharge, leave-of-absence, voluntary transfer, military service, death of employee, retiree or an increase in the total manpower of the seniority division and/or an increase in the total manpower of any classification. If an employee on leave of absence or military service never returns to the job the Company has no obligation to re-bid the job he/she vacated.

29.1.1 Available jobs will be bid down to entry-level jobs then bid once. Afterwards, any resulting vacancy will be filled by Paragraph 29.9 and 34.

29.2 Bids will be accepted only from employees in the seniority division where the vacancy exists. There will be no limit on the number

of bids to jobs paying higher day work rate except

29.3 An employee will be limited to four (4) bids within a calendar year to jobs paying the same or lower day work rate and may not bid again to a higher day work rate for a period of ten (10) days.

29.4 From among such qualified bids the employee who has the necessary qualifications and who has the greatest seniority will be given the job. A reasonable training period will be allowed.

29.4.1 An employee who signs a listing of multiple jobs within the same job classification may indicate the specific job he or she is bidding for and will not be considered for any other job within that classification on that listing.

29.4.2 Employees who qualify for two or more available jobs at the same time may have their choice of the jobs.

29.5 Bidding stations will be designated for each seniority division and the listing of vacancies shall include the job classification, job station, department and area, rate of pay, shift, effective date and time and date of listing.

29.6 The Supervisor will advise the Steward of the successful bidder in writing within two (2) working days after the effective date.

29.7 Available jobs will be filled in accordance with the provisions of this paragraph before employees with less seniority are placed on available jobs in accordance with Paragraph 37 and 38.

29.8 If there are no bids filed or qualified bidders

on upgrade jobs, such vacancies shall be filled by the junior entry-level employee in the division. If there are no qualified bidders in the entry level job such vacancy shall be filled by the junior excess entry level employee in the division, except jobs being filled under Paragraph 34.

29.8.1 If a job is not posted for bid, that vacancy will be offered by seniority to excess employees in that specific job classification on that shift, before the junior excess entry level employee in the division is assigned. In Division 12 the job will be offered by seniority to the excess employees in the supervisor's area of responsibility, before the junior excess entry level employee in the division is assigned, except jobs being filled under paragraph 34.

29.9 The provisions of this paragraph will not apply if there are unassigned or excess employees in the specific job classification.

30. An employee who is promoted or transferred to an available job in accordance with the provisions of Paragraph 29 and after a reasonable training period fails to satisfactorily perform the requirements of the job will be removed from that job and reassigned, seniority permitting, to the job classification from which he or she was transferred or promoted. In the event he or she does not have seniority to be reassigned in this classification he or she will be placed in accordance with the provisions of Paragraphs 37, 38 and 40.

30.1 In the event the employee is removed before the end of his or her third (3rd) day on the job, he or she will be placed back on the job

he or she vacated.

31. Temporary promotions shall be limited to five (5) working days each and will be offered by seniority to employees capable of doing the job without training time. In Seniority Division 12 such temporary promotions will be filled first from the supervisor's area of responsibility before other division seniority employees are considered. In the event a senior employee is bypassed for lack of qualifications, he or she will be notified in a reasonable amount of time.

31.1 In the event no capable employee accepts the temporary promotion, such promotion will be offered by seniority to all division employees. In Seniority Division 12 such temporary promotions will first be offered by seniority to employees in the supervisors area of responsibility before other division seniority employees are considered. In the event no employee accepts the temporary promotion then the least senior entry-level employee among those capable will be assigned to the job.

31.2 A temporary promotion for over five (5) working days each will be handled in accordance with the provisions of Paragraph 29.

31.3 The time limits of this paragraph shall not apply to temporary assignment or promotions for replacements for vacations or military service of less than one month. In these cases the employee who is promoted or assigned shall be considered for the entire term of the vacancy including overtime. Employees shall not be exempt from movement under Paragraph 26, 37 or 38.

31.4 The Supervisor will notify the Steward of temporary promotions on the day they are made.

31.5 *Employees temporarily promoted during the course of a shift shall be paid the higher rate for the entire shift.*

32. If an employee with seniority in the bargaining unit is promoted to a factory-related salaried position in the Evansville Division and is thereafter transferred back into the bargaining unit, he or she shall accumulate seniority while working in the factory-related salaried position. When so transferred he or she shall commence work as an hourly-rated employee in line with his or her then seniority ranking and in accordance with Paragraph 37 excluding Paragraph 40.1. All present Supervisors and others holding Supervisory positions who were promoted from factory operations are acknowledged to qualify under the requirements of this paragraph.

33. There will be no discrimination in making job assignments.

ARTICLE VIII

TRANSFERS, PROMOTIONS & REHIRES

34. Job vacancies in any seniority division, after fulfilling the requirements of Paragraph 29 shall be filled using the following sequence, provided the employees have the qualifications to do the available work; excepting; however, the stipulation of Paragraph 62.

34.1 *Employees maintaining resident seniority rights in that division, provided that an employee in lay-off status who has greater Company seniority shall be recalled before an employee of lesser Company seniority exercises resident seniority rights.*

34.2 A transfer list established in the Industrial Relations Department will consist of the names of employees who have one or more year's seniority and have submitted a request in writing to be considered when the vacancy

occurs in a specific seniority division, provided that the request has been received in the Industrial Relations Department during the immediate three (3) months preceding the date the vacancy occurs. A copy of such notice will be retained by the employee.

34.3 From among those employees whose request for transfer has been received in the Industrial Relations Department prior to originating a specific move, the most senior employee, allowing a reasonable training period, will be given the job.

34.4 In filling a vacancy by sub-paragraph 34.2 not more than three (3) employees will be moved from the transfer list in filling a specific vacancy.

34.5 Replacements for employees filling vacancies in a specific seniority division will be filled in the following sequence:

34.5.1 Sub-paragraph 34.1

34.5.2 Sub-paragraph 34.6

34.5.3 Sub-paragraph 34.7

34.6 Rehire employees maintaining seniority rights with the Company.

34.7 Hire new employees.

35. An employee shall be limited to two (2) voluntary transfers in any six (6) month period.

35.1 An employee may not have more than two (2) transfers in at any one time. Should more than one transfer be available at the same time, the first transfer processed by the Employment Office shall void the remaining transfer.

36. An employee laid off from the Company who desires to be exempt from exercising Company seniority as provided in this Article must within thirty (30)

days from date of lay-off notify the Company Employment Office in writing that he or she desires the exemption. Such an employee shall be subject to recall only according to resident seniority and subject to all other provisions of Articles VI and IX.

36.1 If an employee's resident division is permanently eliminated during their layoff under Paragraph 36 or their 6 months resident recall rights are exhausted, they will be returned to work under Article IX.

ARTICLE IX LAYOFF

37. When a lay-off (other than temporary) occurs in any given seniority division, an employee affected will, in exercising his or her divisional seniority, fill a vacant job in his or her classification and if not so placed, then

37.1 Displace the junior employee in his or her job classification, seniority permitting, or will be assigned to another classification in his or her division; filling a vacant job in such classification; and if not so placed will displace an employee with less seniority in such rate of pay; provided, however, that he or she has the necessary qualifications to do the work.

37.2 In so doing, he or she shall displace an employee with the shortest seniority possible to allow him or her to exercise this privilege, normally displacing the employee with the least seniority in the job classification.

37.3 An employee thus displaced by a senior employee will be adjusted by the provisions of subparagraph 37.1 or 37.2. In being transferred under this provision, no training time will be allowed, however, an employee

assigned under the provisions of this paragraph shall be properly instructed and oriented in the job requirements.

37.4 An employee thus assigned will be given up to a maximum of three (3) days to display their qualifications. In no event will an employee be removed because of qualifications as long as he or she is making satisfactory progress.

38. An employee who has exhausted divisional seniority will temporarily acquire Company-wide seniority status. On or before the eighth working day next following such acquisition of temporary Company-wide seniority status, an employee thus affected will be assigned to another job classification in the Company and:

38.1 Displace an employee with less seniority in such classification, provided, however, that he or she has the necessary qualifications to do the work. In so doing, he or she shall displace an employee with the shortest seniority possible to allow them to exercise this privilege, normally displacing the employee with the least seniority in the job classification.

38.2 An employee who has acquired seniority at the time of lay-off and is thus displaced by a senior employee will be adjusted by the procedure outlined in Paragraphs 37 and 38.

38.3 In being transferred under the provisions of Paragraph 38 no training time will be allowed, however, an employee assigned under the provisions of this paragraph shall be properly instructed and oriented in the job requirements.

38.4 An employee thus assigned will be given up to a maximum of three (3) days to display

their qualifications. In no event will an employee be removed because of qualifications as long as he or she is making satisfactory progress.

38.5 In being transferred under the provisions of Paragraph 38, an employee may designate those job classifications that he or she wishes to be exempted from. This list will consist of the individual classifications submitted in writing to the Employment Office that the employee desires not to be transferred to, and must be received by the Employment Office prior to originating a specific move to be considered.

39. An employee who has acquired seniority but who has not been placed on a job under the provisions of Paragraphs 37 and 38 will be subject to recall under the provisions of Sub-Paragraph 34.6.

40. Transfer of an employee under the provisions of Paragraphs 37 and 38 shall be made to a job carrying a rate of pay as near that of their former job as seniority permits.

40.1 An employee may be transferred to a higher job classification under the provisions of Paragraphs 37 and 38 provided he or she has previously performed such higher-rated job classification for a sufficient length of time so that no training time would be required, excepting however, under the provisions of Paragraph 37 the employee must make a request to his or her Supervisor that he or she wishes to be transferred to such higher-rated job classification. An employee displaced by the provisions of this paragraph shall be placed in accordance with the provisions of Paragraphs 37, 38 and 40.

41. When a lay-off (other than temporary) occurs,

an employee who because of the provisions of this Article must be assigned to a lower job classification shall notify the Company in writing as to the minimum job rate that he or she will accept in preference to being laid off. An employee may exercise the provisions of this paragraph only when there would be a \$.15 or two-labor grade reduction in his or her hourly day work rate.

41.1 An employee affected by the lay-off or rehiring provisions of this Article who declines any job classification properly offered under the provisions of this Agreement, shall not be again considered for a job other than his or regular job classification for a period of ninety (90) days.

41.2 An employee who later desires to change such notice to the Company (during the 90 days) must make application to the Employment Office. At the conclusion of ninety (90) days the employee will be reassigned consistent with his or her written application in accordance with the provisions of Paragraph 37.

41.3 Any such employee who refuses a job classification paying the same rate as his or her regular job classification shall be considered as having voluntarily quit.

Physical Restriction or Physical Lay-Off

42. The provisions of Paragraph 41 shall not apply where the employee's physical condition (including workers compensation restrictions and the use of prescription drugs that prohibit the operation of motor vehicles and/or heavy equipment) prohibits performance of such a job classification. Such an employee shall be relieved of his or her job assignment always replacing the least senior employee possible on a job

excluding excess in the following manner:

- 42.1 The employee will be assigned, seniority permitting, within his or her job classification, by shift, by seniority division, providing the assignment is consistent with his or her physical condition.
- 42.2 The employee will be assigned, seniority permitting, within his or her job classification by seniority division, providing the assignment is consistent with his or her physical condition.
- 42.3 The employee will be assigned to the next lower rated job classification in their seniority division where the least senior employee is assigned and be placed on a job assignment within that classification, provided the assignment is consistent with his or her physical condition.
- 42.4 When an employee (excluding workers compensation cases) has exhausted his or her seniority rights under paragraph 37 because of physical conditions, he or she will be laid off. Until such time as the physical restrictions have been lifted, the employee will remain on physical layoff and the Company will conduct a job search plant-wide only after an initial 6 week period and subsequently at the beginning of each month at which time the employee will be subject to recall under paragraph 38 (excluding paragraph 40 and 40.1 rights) and will displace the least senior employee working in line with his or her physical restrictions. In the case of overlooked jobs, back pay will be limited to the time of the most recent plant-wide search. The employee will be eligible for subsequent promotion to any job

vacancy provided the job is within his or her restrictions or if the doctor revises the restriction the employee will be returned to work under Paragraph 37 excluding Paragraph 40.1.

42.4.1 Plant wide job searches to place people with workers compensation restrictions will be conducted immediately upon receipt of such restrictions until the employee is placed or the restrictions are lifted.

42.5 It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair his/her job performance or involve hazardous conditions. Should the physical impairment causing the employee's inability to perform a given job assignment be eliminated, a doctor's statement presented by the employee to that effect, and substantiation be given by the Company doctor to that effect, the employee will be considered for any assignment from which he or she was previously demoted due to physical reasons.

42.6 In cases of disagreement between the employee's doctor and the Company doctor, a third doctor may be called in to make an independent examination and determining judgment and the expenses will be shared equally by the Company and the employee. The third doctor shall be selected by the two doctors first mentioned and shall be a specialist with special training pertinent to the case under consideration.

42.7 The provisions of this paragraph will not apply if the physical restriction is for less than six (6) working days. Such employee

shall be returned to their regular job assignment.

43. A lay-off of seven (7) or less working days shall be considered temporary and during such time, work shall be assigned, exclusive of Skilled Trades, to the employee who regularly performs the particular operation on which work is required.

43.1 If more than one employee is employed in performing identical affected operations the employee having the most seniority shall be given first chance to work.

43.2 On or before the eighth working day, the Company will rearrange the working force to comply with the lay-off provisions of Paragraphs 37, 38 and 40.

43.3 An employee who is performing the particular operation, on which work is required during the temporary lay-off, will remain so employed until an employee who is scheduled to replace him or her under Paragraphs 37 and 38 reports for work.

43.4 It is understood that the time element of Paragraphs 38 and 43 of the lay-off provisions will run concurrently.

44. A cessation of work for less than 24 hours shall not be considered a lay-off. Any cessation of work longer than 24 hours will be considered a temporary lay-off and the affected employee may be up for a new job assignment.

Notification of Lay-Off

45. Lay-offs other than temporary:

45.1 Three (3) working days prior to such a lay-off, the Union will be notified as to the approximate number of employees to be laid off and other conditions pertaining to the lay-off, provided there are twenty-five (25)

or more persons being laid off. Employees shall be notified at least twenty-four (24) hours previous to their being laid off; and, at the same time, the District Steward shall be given a complete list of the names of employees to be laid off in his or her district and division.

46. Temporary lay-offs:

46.1 The Union and the affected employees will be promptly notified of such lay-offs.

46.2 Verification of the extent of the temporary lay-off will be supplied to the Union in writing within 24 hours.

47. Employees may be loaned from one seniority division to another on a daily basis in order to cover for people absent for any reason (except for weekly vacations) and to relieve bottlenecks. Any employee who is "loaned out" from his or her regular seniority division shall be the least senior excess or unassigned at the time "loan out" occurs. If the employee's services are no longer necessary in the division to which he or she was loaned, the employee will return to his or her home division. If the employee's home division does not need the services of this employee for the remainder of the shift, the employee can take off for the remainder of the shift, or will be subject to further loan outs.

Discharges and Disciplinary Lay-Offs

48. Upon the discharge or disciplinary lay-off of any employee, the District Steward or Chief Steward will be notified in the presence of the employee, unless they are not at work at the time of the action.

48.1 In the event an employee receives a disciplinary suspension a meeting will be held within two (2) days to determine the facts for final adjudication.

- 48.2 The time limit may be extended by mutual agreement of the parties.
- 48.3 If such action were proven improper and unjustified, the employee will be reinstated with seniority unbroken, and the Company agrees that the affected employee will be paid for time lost in accordance with the provisions of Paragraph 10.
- 48.4 This shall not prevent parties from adjusting a discharge into a disciplinary lay-off without pay for time lost.
- 48.5 The provisions of the Paragraph shall not prevent the Arbiters from exercising their rights to modify, reduce or rescind any disciplinary action taken by the Company.

ARTICLE X

LEAVES-OF-ABSENCE

49. A leave of absence for justifiable reason not to exceed thirty (30) days shall be granted by a supervisor to an employee who has acquired seniority, provided that such leave will not interrupt production and there are other available employees in the division who are qualified to do the work.

49.1 Emergency leave shall be granted in cases of serious illness in the employee's family.

50. A leave of absence on account of illness, not to exceed thirty-six (36) consecutive months in duration, shall be granted by the Company to an employee who has acquired seniority, providing, however, the employee's illness and the necessity for such leave is first established by meeting the following eligibility requirements.

a) The illness must be substantiated by a statement from a doctor which must be presented to the Company benefits department on or before the end of the shift on the fourth working day of the absence.

b) The employee must return completed disability supplement insurance papers within fifteen (15) calendar days.

c) The employee must have personally seen a physician during the period of illness in order to qualify for leave.

d) The Company reserves the right to substantiate the need for leave through the Company doctor or by requiring an independent medical examination.

e) Sickness and Accident pay begins following a waiting period of seven days. Therefore the illness must cause the employee to be totally disabled from work for at least five working days. See the Summary Plan Description for exceptions to the waiting period.

50.1 Upon expiration of an illness leave of four days or more, the employee must present a release from his/her doctor stating the employee is able to return to work. This statement must be presented before the employee can return to active employment.

50.2 Upon expiration of an illness leave an employee incapable of returning to work due to health reasons, such leave will be extended if sufficient medical evidence is presented to justify the extension, however, the total length of the leave shall not exceed five (5) years.

50.3 Such employee may accept temporary employment elsewhere providing it is consistent with his or her health condition.

51. Any employee on the payroll on the effective date of this Agreement, who has a year or more seniority, shall upon request to the Company, be granted an educational leave of absence not to exceed one year to attend, as a full-time student, an accredited school or college.

51.1 An employee on a 4-year educational

program may renew such leave as needed to complete the program.

51.2 However, sufficient time must be granted the Company to check the employee's enrollment in the designated school or college before leave can be granted.

51.3 The terms and conditions, where applicable for such leave, shall be the same as those granted under the other provisions of this Article.

51.4 Any employee returning from an educational leave shall not again qualify for an educational leave for a period of thirty (30) days.

52. Any employee elected to a public office shall be granted a leave of absence for the term of the elected office and be guaranteed re-employment if there is sufficient work for which he or she is eligible at the then current rate of pay. Any employee elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave not to exceed three years and at the end of the term in the first instance, or at the end of the mission, in the second instance, be guaranteed re-employment if there is sufficient work for which he or she is eligible at the then current rate of pay.

52.1 Seniority will accumulate during the period of such leave, subject to the provisions of Paragraph 53.

52.2 The Company will be notified in writing of such requests prior to the date of leaving. Other terms and conditions where applicable for such leaves, shall be the same as those granted under other provisions of this Article.

53. An employee's seniority will accumulate during any leave of absence, limited to an equal amount he or she had at the time the leave was started.

53.1 Employees who have been on leave for six (6) months or less will return to their job assignment seniority permitting.

53.2 Employees unable to return to their job assignment or employees on leave for more than six (6) months shall be returned in the same manner as outlined in Paragraphs 37, 38, 39 and 40.

53.3 However, if upon the expiration of a leave of absence there is no work available for the employee in line with his or her seniority, the employee shall be laid off as of the date of lay-off had such employee been working.

53.4 Employees on leave of absence will not be denied their rights under provisions outlined in Article VIII, Paragraph 34.1.

54. An employee on a medical leave of absence may terminate a leave upon presentation of a doctor's statement to the effect he or she is able to return to work; or upon the employee giving three (3) days advance notice of desire to terminate a non-medical leave.

55. An employee who fails to report for work by the end of their shift on the fourth working day after his or her leave expires shall be considered as voluntarily quit.

55.1 If there is a satisfactory reason for failure to notify the Company the quit will be voided.

55.2 If, however, the employee notifies the Company within the four (4) working days that sickness or accident prevents return to work, the leave will be automatically extended if in accordance with Paragraph 50.

56. Any employee who obtains a leave of absence and accepts employment elsewhere, except as otherwise stipulated herein, will be considered as having voluntarily quit.

ARTICLE XI

MILITARY SERVICE

57. The Company agrees to comply with such present or future legislation as may be in effect with respect to the re-employment of employees who are drafted or called into the military service of the United States pursuant to a Military Selective Service Act. Where possible, the Company will assist an employee in an effort to obtain the benefits available to him or her as a result of such service.

58. A study will be made of job requirements to determine what jobs can be performed by disabled veterans. Each party shall submit such jobs to the other party for joint consultation.

59. Any disabled veteran placed in accordance with Paragraph 58 shall hold such job regardless of the seniority provisions of this Agreement.

60. When an employee with seniority, who is a member of a National Guard or Reserve Unit, is called for annual training:

60.1 He or she will be reimbursed for the difference between the amount paid for two (2) calendar weeks of such service, excluding quarters and allowances, and the amount of their regular day work rate for the hours scheduled to work during the same period.

60.2 Such reimbursement will be limited to a maximum of two (2) calendar weeks in any one year.

60.3 An employee with seniority, who is a member of a National Guard or Reserve Unit, will be reimbursed in the same manner as above for time lost, up to a maximum of ten (10) days in any one year, from scheduled work due to emergency duty in cases of civil disorders.

ARTICLE XII

STEWARDS AND UNION OFFICIALS

61. Steward's districts as agreed to by the parties shall be considered a part of this Agreement.

Revisions of districts may be made by mutual agreement of the parties as changes or conditions warrant.

61.1 District Stewards shall be employees, other than probationary, working in their respective districts.

61.1.1 In the event a District Steward is moved under the lay-off provisions of the agreement prior to taking office, he or she will be returned to such district on the day his or her duties become effective.

61.2 The Shop Chairman is recognized as the Union representative for all employees in all steps of the grievance procedure.

61.3 Each shift shall have a Chief Steward recognized as the Union representative for employees in the 1st step of the grievance procedure.

61.4 The Union shall notify the Company of the names of all the Stewards and officials covered by this article and designate the alternates for each District Steward.

61.5 Only in the event of the District Steward's absence will the alternate assume his or her duties, rights, and responsibilities.

61.6 The Union will notify the Company of the name of the alternate for Chief Steward on each absence.

61.7 In the event it is necessary for the Shop Chairman to be absent for valid reasons the Company will consider a substitute for the duration of the absence.

62. Employees designated (elected or appointed)

by the Union as officials, the officers (President, Vice President, Treasurer, Financial Secretary, Recording Secretary, Sergeant-at-Arms, Shop Chairman, Skilled Trades Chairman, Trustees, Executive Board), Members of the Union Grievance Committee, Chief Stewards, and District Stewards will in the event of a lay-off follow the seniority provisions of this Agreement applicable to all other employees except that:

- 62.1 The District Steward will be the last person laid off in his or her district on his or her shift.
 - 62.2 The Chief Steward will be the last person laid off on his or her shift.
 - 62.3 The grievance committee will be the last persons laid off in the bargaining unit.
 - 62.4 Recall of the grievance committee and stewards will be in reverse order.
 - 62.5 Persons will be continued at work or recalled to work under the provisions of this paragraph only if they are qualified to do the available work without any training time.
63. During a cessation of work under the provisions of Paragraph 44 the District Steward shall have the option to work if more than six (6) employees are working in the district.
64. District Stewards shall be allowed pay not to exceed eight (8) hours per week for processing complaints with the Supervisor.
- 64.1 One additional hour will be added for each workday scheduled beyond the regular five-day normal workweek.
 - 64.2 Additional time will be approved by Employee Relations for good and sufficient reason.
 - 64.3 A Chief Steward and/or District Steward required to participate in Company-called

meetings will be paid at their regular hourly rate for all hours spent in such meetings.

65. Grievance Committee members, limited to five (5), shall be allowed pay at their regular day-work rate, for processing 2nd step grievance meetings with the Company, not to exceed three (3) hours per week.

66. The Shop Chairman, 1st shift Chief Steward and 2nd shift Chief Steward shall be permitted during regular working hours, to devote such time as may be necessary to their duty of processing grievances, and shall be paid for such time at their regular day work rate.

66.1 The 3rd shift Chief Steward shall be allowed pay not to exceed ten (10) hours per week for processing grievances with the company. Two (2) additional hours will be added for each workday scheduled beyond the regular (5)-day normal workweek. Additional time will be approved by Employee Relations for good and sufficient reasons.

67. Union representation overtime eligibility requirements.

67.1 When more than six (6) employees excluding Skilled Trades are needed for overtime work in a given district the District Stewards shall be given the option to replace the junior employee performing a job he or she is qualified to do, if he or she is not eligible to work under the provisions of Sub-Paragraph 84.3. The provisions of this paragraph do not apply to lunch period overtime.

67.2 When more than six (6) Skilled Trades employees are needed for overtime work in a given district the District Steward shall be given the option to replace the employee with the highest overtime hours performing

a job he or she is qualified to do, if he or she is not eligible to work under the provisions of Paragraph 112. The provisions of this paragraph do not apply to lunch period overtime.

67.3 The Chief Steward on 1st and 2nd shift will be given an opportunity to work overtime on Saturday, Sunday, or holidays if 30% or more of the Stewards in their jurisdiction work, to provide representation.

67.3.1 When 30% or more of the stewards on the 3rd shift are given the opportunity to work overtime in their jurisdiction on Saturday, Sunday or holidays, the 3rd shift Chief Steward will be given the option to replace the junior employee performing a job he or she is qualified to do if he or she is not eligible to work under the provisions of Sub-Paragraph 84.3. The provisions of this paragraph do not apply to lunch period overtime.

67.4 The Shop Chairman will be given an opportunity to work overtime on Saturday, Sunday or holidays if 50% of the Chief Stewards work, to provide representation.

68. A Steward working in accordance with Paragraphs 63 and 67 shall be paid at their regular day work rate regardless of their job classification on which he or she works that day. No Steward shall work under the provisions of Paragraphs 63 and 67 unless he or she is qualified to do the work required on that day.

69. A District Steward shall not be entitled to be called earlier than the scheduled starting time of his or

her job because some employees in his or her district start work earlier than his or her scheduled starting time; nor shall a District Steward be entitled to be retained after the scheduled quitting time because some employees in their district quit later than his or her job.

70. If it is necessary for the President of the Local Union to have access to any plant, permission will be granted by the Company.

ARTICLE XIII

WAGES

71. The addendum containing present job classifications and day-work rates shall be made a part hereof.

71.1 All employees hired or who are assigned a new job classification after the effective date of this Agreement shall follow the automatic rate range as set out in the aforesaid addendum.

71.2 Hourly rates for new job classifications set by the Company shall be subject to mutual agreement of the parties and effective as of the date of application.

71.3 The Company will furnish the Union with job rating data sheets showing the requirements of each present, new or changed job classification.

71.4 Any change in the wage rates of any present job classification due to a change in job content, shall be effective as of the date of request for such change.

71.5 Any dispute arising under this Article shall be subject to the grievance procedure.

72. Male or female employees working in the same job classification shall receive the same rate of pay.

73. The rates of pay for all job ranks shall follow

the schedule in the automatic rate range. The following increases shall be effective:

February 21, 2004	\$.35 per hour increase
February 21, 2005	\$1,000 Lump Sum
February 20, 2006	\$.35 per hour increase
February 19, 2007	\$1,000 Lump Sum
February 18, 2008	\$.35 per hour increase

73.1 The minimum guaranteed job rate and benefit progression for new hires will conform to the wage and benefit progression schedule as outlined in the Wage Addendum under the New Hire Wage and Benefit Progression Schedule. The following increases shall be effective:

February 23, 2004	\$.75 per hour increase
February 20, 2006	\$.50 per hour increase
February 18, 2008	\$.50 per hour increase

74. When an employee is required to regularly perform the work of more than one job classification he or she shall be paid the rate for the highest of such job classifications.

FULL TIME EMPLOYEE INVOLVEMENT ASSIGNMENTS

74.1 Employees who voluntarily accept full time assignments working on "employee involvement" projects or committees will be compensated at their regular rate of pay for their hours worked.

75. When an employee is temporarily required to perform the work of a job classification higher than his or her own, he or she shall be paid at the rate for the job classification in which he or she works.

ARTICLE XIV MEASURED DAY WORK PLAN

76. The Union and the Company agree to cooperate in the interest of establishing and maintaining the

principle of a fair day's work for a fair day's pay.

77. Work standards and time studies shall:

77.1 Changes that occur after the signing of this agreement shall be established or changed to reflect the actual conditions of the entire job at 100%. Only those elements currently at the 130% standard or those elements affected by a method or materials change will be studied.

77.2 Be fair and equitable.

77.3 Be based on the pace of normally qualified operators working at 100% efficiency.

77.4 Give due consideration to the quality of workmanship required.

77.5 Allow for personal time and delays as required.

77.6 A work standard shall be considered to be established when the workers to whom it applies have been notified.

77.7 Before the Company studies any job, the worker who works on the job shall be notified in advance and shall be told the purpose of the study.

77.8 In cases of disagreement relative to the time studies or work standard as set for a job, the Company will make available the applicable data and records during discussion of such disagreement; and if it appears that an error has been made, that element will be restudied.

77.9 At the request of the employee or the Steward, before a work standard is released, they will have an opportunity to examine such time study or work standard.

77.10 Any work standard may be protested by the worker on the job, or the Union, through the Grievance Procedure.

77.11 The speeds of conveyor lines will be increased or decreased to reflect changes in schedule. Station work assignments will be made according to standard line balancing practices and employees will be added or removed by these workload requirements.

77.12 Before an operator will be removed from the job after being properly oriented and instructed and for failure to meet the standard; the method, materials, layout and tooling will be checked to verify that they conform to the standard. In the event the employee is to be reassigned, he or she shall be placed in accordance with Paragraph 37.

77.13 Each employee working on a work standard shall be given on ten (10) minute period each four (4) hour period for personal relief. In the event an employee working on a production standard is scheduled to work a 10-hour shift or longer, he or she will receive a ten (10) minute period for personal relief at the end of the eighth working hour.

Night Shift Bonus

78. Employees working a regular night shift 50% or more of their time during a given work week shall be paid a bonus of \$.30 for each hour worked including overtime.

78.1 "Night Shift" shall be construed to mean any regular shift starting after 1:00 P.M. on any day, and before 4:00 A.M. on the following day.

78.2 The Company will not change the hours of regular night shifts for the purpose of evading payment of night bonus.

Holidays

79. When an employee with seniority does not work on New Year's Day, Good Friday, Memorial

Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, or the two (2) designated holidays, he or she shall be paid eight (8) straight-time hours at the day-work rate for their job classification as set forth in the addendum, provided:

79.1 That he or she has worked the last scheduled workday prior to and the next scheduled workday after such holiday, unless absent on such days because of an emergency supported by documentary evidence. Employees absent the last scheduled workday prior to multiple consecutive holidays without such supporting documentary evidence will forfeit eight (8) hours of their holiday pay. Employees absent the next scheduled workday following multiple consecutive holidays without such supporting documentary evidence will forfeit eight (8) hours of their holiday pay.

79.2 Such documentary evidence must be in the possession of their Supervisor within forty-eight (48) hours after the employee has returned to work following the holiday. When an employee does work on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, or the two (2) designated holidays, he or she shall be paid in accordance with the provisions of Sub-Paragraph 83.4.

79.3 Designated holidays -

2004

Thursday	January 1	New Years Day
Friday	April 9	Good Friday
Monday	May 31	Memorial Day

Monday	July 5	Independence Day
Monday	September 6	Labor Day
Thursday	November 25	Thanksgiving Day
Friday	November 26	Day after Thanksgiving Day
Friday	December 24	Christmas Eve
Monday	December 27	Christmas Day
Tuesday	December 28	Designated Holiday
Wednesday	December 29	Designated Holiday
Thursday	December 30	Designated Holiday
Friday	December 31	New Year's Eve

2005

Friday	March 25	Good Friday
Monday	May 30	Memorial Day
Monday	July 4	Independence Day
Monday	September 5	Labor Day
Thursday	November 24	Thanksgiving Day
Friday	November 25	Day After Thanksgiving Day
Friday	December 23	Christmas Eve
Monday	December 26	Christmas Day
Tuesday	December 27	Designated Holiday
Wednesday	December 28	Designated Holiday
Thursday	December 29	Designated Holiday
Friday	December 30	New Year's Eve

2006

Friday	April 14	Good Friday
Monday	May 29	Memorial Day
Tuesday	July 4	Independence Day
Monday	September 4	Labor Day
Thursday	November 23	Thanksgiving Day
Friday	November 24	Day After Thanksgiving Day
Monday	December 25	Christmas Eve
Tuesday	December 26	Christmas Day

Wednesday	December 27	Designated Holiday
Thursday	December 28	Designated Holiday
Friday	December 29	New Year's Eve

2007

Monday	January 1	New Year's Day
Friday	April 6	Good Friday
Monday	May 28	Memorial Day
Wednesday	July 4	Independence Day
Monday	September 3	Labor Day
Thursday	November 22	Thanksgiving Day
Friday	November 23	Day After Thanksgiving Day
Monday	December 24	Christmas Eve
Tuesday	December 25	Christmas Day
Thursday	December 27	Designated Holiday
Friday	December 28	Designated Holiday
Monday	December 31	New Year's Eve

2008

Tuesday	January 1	New Year's Day
Friday	March 21	Good Friday
Monday	May 26	Memorial Day
Friday	July 4	Independence Day
Monday	September 1	Labor Day
Thursday	November 27	Thanksgiving Day
Friday	November 28	Day after Thanksgiving Day
Wednesday	December 24	Christmas Eve
Thursday	December 25	Christmas Day
Friday	December 26	Designated Holiday
Monday	December 29	Designated Holiday
Wednesday	December 31	New Year's Eve
Thursday	January 1 (2009)	New Year's Day

79.4 The observed holiday replaces the actual holiday for purposes of pay.

Jury Duty

80. When an employee with seniority is called for jury duty or subpoenaed as a witness on a scheduled workday, Monday through Friday, he or she will be excused upon notification to their supervisor, and will be reimbursed for the difference between the amount paid for such service and the amount of their regular day-work rate for the hours he or she was scheduled to work during the same day up to eight (8) hours per day. When the employee is released from jury duty or witness duty he or she is expected to report to work at once if time is before 11 a.m. for day shift; 12 p.m. for second shift and 1 p.m. for third shift. In order to be eligible for payment under this Paragraph, an employee shall furnish the Manager of Employee Relations with a statement or subpoena from the court with regard to the pay received and time spent on such service.

Absence for Death in Family

81. An employee with seniority who is absent from work solely because of the death of their parents, brother, sister, child, stepchild, spouse, mother-in-law, father-in-law, grandmother, grandfather or grandchildren, will be compensated at their regular day-work rate, up to eight (8) hours per day, for time lost by him or her from their regular schedule by reason of such absence, for three days. Employee shall not suffer any lost vacation days due to death in family. If employee is on vacation when bereavement occurs, lost vacation days shall be taken within the first three (3) days of the week following the scheduled vacation.

ARTICLE XV HOURS

82. The normal work week will begin with the starting of the third shift on Sunday and normally consist of forty (40) hours, eight (8) hours per day

Monday through Friday:

- 82.1 For payroll purposes will end Sunday at midnight.
- 82.2 This applies to all operations except POWER HOUSE employees, and employees working in or directly supporting plastic operations, which may require continuous operation; in such continuous operations the workweek will normally consist of any five consecutive workdays.
 - 82.2.1 There shall be a maximum number of thirty (30) employees per shift allowed to work in or directly supporting plastic operations on a continuous operation basis.
- 82.3 NORMAL SHIFTS –
 - 82.3.1 The first shift will normally begin at 7:00 a.m.
 - 82.3.2 The second shift will normally begin at 4:00 p.m. or 4:30 p.m.
 - 82.3.3 The third shift will normally begin at 10:30 p.m.
- 82.4 CONTINUOUS SHIFTS – Where a continuous shift is required,
 - 82.4.1 The normal scheduled hours for the first shift will be from 7:00 a.m. to 3:00 p.m.
 - 82.4.2 The second shift from 3:00 p.m. to 11:00 p.m.
 - 82.4.3 The third shift from 11:00 p.m. to 7:00 a.m.
 - 82.4.4 Employees assigned to these shifts will receive fifteen minutes for a lunch period, which will be paid at their regular rate.
- 82.5 SPECIAL SHIFTS – Special shifts will be assigned to employees who are working on

operations which require other than normal starting and quitting times.

82.6 NOTIFICATION OF SCHEDULED SHIFT CHANGE – The Company will give the Union and the employees affected at least 48 hours notice prior to changing a scheduled shift and discuss with the Union the reasons for such change at that time.

83. Overtime shall be paid as follows:

83.1 Time and one-half for all work performed over eight (8) hours in any period of twenty-four consecutive hours.

83.1.1 Double time for all work performed over twelve (12) hours in any period of twenty-four consecutive hours. (The provisions of this section of this Paragraph shall not apply when the conditions exist as a result of an employee being tardy in reporting for work on the previous day.)

83.2 Time and one-half for work performed on Saturday, which is not required in completing a shift.

83.2.1 Continuous operation employees working a scheduled shift on Saturday will receive time and one-half for work performed on their first regularly-scheduled off day in lieu of Saturday.

83.3 Double time for work performed on Sunday, which is not required in completing a shift.

83.3.1 Continuous operation employees working a scheduled shift on Sunday will receive double time for work performed on their second regularly scheduled off day in lieu of Sunday.

83.4 Double time for work performed on any of the holidays as listed in Paragraph 79, plus the regular holiday pay.

83.4.1 Holidays falling on Saturday will be observed on the preceding Friday.

83.4.2 Employees required to work on the observed holiday will be paid double time plus holiday pay.

83.4.3 An employee required to work on Saturday following the observed holiday will be paid at time and one half for the first twelve (12) hours worked and double time for all work performed over twelve (12) hours.

83.4.4 Holidays falling on Sunday will be observed on the following Monday.

83.4.5 Employees required to work on the observed holiday will be paid double time plus the holiday pay.

83.4.6 Employees required to work the Sunday preceding the observed holiday will be paid double time for all hours worked.

83.4.7 When Christmas Day or New Year's Day falls on a Saturday the preceding Thursday and Friday shall be observed as the holidays. Employees working on the observed holiday will be paid double time plus holiday pay.

83.4.8 Employees working on the following Saturday will be paid time and one half for the first twelve hours worked and double time for all work performed over

twelve hours.

83.4.9 When Christmas Eve and New Year's Eve Day falls on a Sunday the following Monday and Tuesday will be observed as the holidays. Employees working on the observed holidays will be paid double time plus holiday pay.

83.4.10 When Christmas Eve or New Year's Eve Day falls on a Saturday the preceding Friday will be observed as the holiday and the following Monday will be observed as the holiday.

83.4.11 Employees working on the preceding Friday and the following Monday will be paid double time plus holiday pay.

83.4.12 Employees working Saturday will be paid time and one half for the first twelve hours and double time for all work performed over twelve hours.

83.4.13 Employees working on Sunday will be paid at double time.

83.4.14 The provisions of Paragraph 83.4.1 and succeeding subparagraphs shall not apply to the designation of holidays to bridge the period between Christmas \ holidays and New Year's Day as listed in Paragraph 79.3.

83.5 In no event will more than any one of the foregoing overtime provisions be applied to the same hours.

84. Overtime work (exclusive of Skilled Trades) shall be assigned as follows:

84.1 Overtime work shall be exclusively for the persons on the shift in which it becomes necessary (employees shall not be transferred from one shift to another for the purpose of performing overtime work).

84.2 Scheduled overtime shall be posted in the department as early as possible, but in no event less than 24 hours preceding the scheduled overtime.

84.2.1 Scheduled overtime that is cancelled after the overtime has started shall afford employees affected with the option of going home or remaining until the end of the scheduled overtime provided it is one half hour or less, except in the cases of labor disputes, machinery and power breakdowns, fire, flood or other causes beyond the control of the Company.

84.3 Overtime work shall be assigned to the employee or employees who are performing the specific operation or operations on which the overtime work is needed except when maintenance is doing maintenance work on equipment. At these times, maintenance can operate the equipment to verify the effectiveness of their work, but no parts for production will be produced.

84.3.1 When more than one person is performing identical affected operations the employee having the most seniority shall be given the first opportunity to work the overtime.

84.3.2 If the above employee(s) declines or if it becomes necessary to

assign an additional employee or employees to the specific operation or operations on which the overtime work is required it will be offered by seniority to employees holding that job classification in that seniority division on that shift.

84.3.3 If the overtime requirements are not satisfied by the above then the overtime will be offered by seniority to employees in that seniority division on that shift.

84.3.4 If the overtime requirements are not satisfied by the above then the overtime will be offered by seniority to employees in that seniority division on other shifts who are assigned to the specific operation.

84.3.5 If the overtime requirements are not satisfied by the above then the overtime will be offered by seniority, by classification in that seniority division on other shifts.

84.3.6 If the overtime requirements are not satisfied by the above then the overtime will be offered by seniority in that seniority division on other shifts.

84.3.7 If the overtime requirements are not satisfied by the above then the overtime will be offered by seniority on all shifts plant wide.

84.3.8 When only one employee is required to work overtime per forming segments of more than

one job assignment or a combination of job assignments the overtime work will be offered to the senior employee in the highest classification performing a part of the work assignments combined on the overtime.

84.3.9 When it is necessary to hold over an employee for overtime from the preceding shift to cover a job assignment of an employee who is absent it will be offered first by specific operation, then by seniority in the job classification, then by seniority in the seniority division.

84.3.10 When an employee is absent and there is no one available from the preceding shift requiring someone in that seniority division from another shift to be called in to work it will first be offered by seniority to employees assigned to the specific operation on other shifts and if not satisfied then by job classification by seniority and if not then by seniority in the seniority division.

84.4 Except in cases of emergency, employees shall not be allowed to work more than sixteen (16) hours within a twenty-four (24) hour period for their own personal safety.

85. Any employee called to work or permitted to come to work without having been properly notified that there will be no regular work, shall receive a minimum of four hours available work at his or her regular hourly rate or be paid for four hours at their regular

hourly rate, except in cases of labor disputes, machinery and power breakdowns, fire, flood, or other causes beyond the control of the Company. "Proper notice" shall consist of the company utilizing the local news media, where possible, to announce a plant (or portions of the plant) shutdown, posting a sign announcing the closing at plant entrances, and announcing the closing on the company's "Call in Line" at least one hour before the start of the shift being cancelled.

86. An employee called in for emergency work shall not be deprived of the privilege of working full time on their regular shift because of such emergency work.

ARTICLE XVI

STRIKES, STOPPAGES AND LOCKOUTS

87. The Company agrees that there shall be no lockouts, and the Union agrees that it will not cause or permit a strike, slowdown or a stoppage of work.

ARTICLE XVII

BULLETIN BOARDS

88. Enclosed bulletin boards will be provided for Union use. These boards are to be used by the Union for posting notices of the following type only: Notices of Recreational and Social events, meetings, elections and results, appointments, and other Union designations.

ARTICLE XVIII

VACATIONS

89. July 1 shall be the terminal date of the year of employment establishing the right to vacations in any one year.

89.1 The Company will, on or before the 20th day of February of each year announce and

publish the vacation shutdown period(s) which may be a one week, two week or two one-week vacation periods. The vacation period(s) will be scheduled between June 1 and the week prior to Labor Day. If there is to be no vacation shutdown period, the Company will, on or before the fifteenth day of December of the year prior, announce that there will be no vacation shutdown.

89.2 Vacations will be granted to all employees who prove eligible under the provisions of this Article.

89.3 Employees who are eligible for three, four or five weeks of vacation under the provisions of this Article will take their third, fourth and fifth week of vacation at a time mutually agreeable to the employee and the Company between January 1 and December 31.

89.3.1 Employees who are eligible to receive three, four or five weeks vacation are not required to take vacation in order to be eligible for vacation pay.

89.4 In the event there is not a vacation shut down period, employees who are eligible for vacation under the provisions of this Article will take their vacation at a time mutually agreeable to the employee and the Company between January 1 and December 31.

89.5 Vacation paychecks shall be issued at least one week before the employee goes on vacation.

89.6 When an employee who has qualified for vacation under the provisions of this Article and is called for summer training by the National Guard or Reserve Unit for one or

two weeks of the vacation period, may elect to take his or her vacation at a time mutually agreeable to them and the Company.

89.6.1 Such employees will be reimbursed the difference between military pay, excluding quarters and allowances, and 40 hours at their day work rate for each week so spent.

89.6.2 A veteran returning from Military Service shall be eligible for normal vacation benefits providing he or she returns before the vacation shutdown period.

90. Those employees who have one year of seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to forty (40) hours vacation with forty-four (44) hours pay.

91. Those employees who have two to six years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to eighty (80) hours vacation with ninety (90) hours pay.

92. Those employees who have seven to nine years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to eighty (80) hours vacation with one hundred fourteen (114) hours pay.

93. Those employees who have ten to fifteen years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to one hundred twenty (120) hours vacation with one hundred thirty-eight (138) hours pay.

94. Those employees who have sixteen to nineteen years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to one hundred twenty (120) hours vacation with one hundred sixty-two (162) hours pay.

95. Those employees who have twenty to twenty four years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to one hundred sixty (160) hours vacation with one hundred eighty-six (186) hours pay.

96. Those employees who have twenty-five to twenty-nine years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to one hundred sixty (160) hours vacation with one hundred ninety-four (194) hours pay.

97. Those employees who have thirty years seniority and who have worked 850 hours in the preceding year as of January 1, will be entitled to two hundred (200) hours vacation with two hundred twenty-four (224) hours pay.

98. Each hour of vacation pay shall be computed on the basis of an employee's straight time hourly earnings as of January 1 plus 75 percent of the February 19 earnings increase.

ARTICLE XIX

GROUP LIFE INSURANCE

99. Every employee having seniority with the Company will receive a life insurance policy under the Whirlpool Employee Benefits Plan. Such plan provides life insurance benefits for employees having seniority and the employee's spouse and dependents with the life insurance amounts in accordance with the employee's election in accordance with the Plan. Dependent upon the employee's election, the coverage provided may be on a contributory cost basis. AD & D will be provided in the amount of \$9,000, provided the employee remains in active employment.

100. If an employee is laid off, the policy is effective through the end of the calendar month following the calendar month of layoff. If he or she is reemployed before losing seniority status, in accordance

with Sub Paragraph 23.5, the policy will be reinstated at the amount he or she would have received had he or she been working and will continue as usual.

101. Should an employee quit or be justifiably discharged, his or her insurance will remain in effect for thirty days; and if he or she is later reemployed, he or she will be considered as a new employee and the insurance will be handled as such.

ARTICLE XX

SICKNESS AND ACCIDENT INSURANCE

102. Every employee upon acquiring seniority with the Company will receive weekly benefits in cases of disability due to accident or sickness not covered by the applicable Workmen's Compensation Law, in the amount of \$255.00 per week for a period of twenty-six (26) weeks, beginning with the first day of disability due to accident or as an inpatient in the hospital, or the eighth day of disability due to sickness. This weekly rate increases to \$285 on January 1, 2006 and to \$315 on January 1, 2008. The benefits shall remain in effect so long as the employee remains in active employment. The full premium will be paid by the Company.

ARTICLE XXI

HOSPITAL, SURGICAL AND DENTAL BENEFITS

103. Every employee, having seniority, will receive group hospital, surgical and dental indemnity insurance benefits for themselves and their dependents as provided under the Whirlpool Employee Benefit Plan Group Policy Number 06957. Such plan provides medical and dental insurance benefits for employees and (upon employee's election in accordance with the Plan) the employee's spouse and dependents and may

or may not be on a contributory cost basis. The Master Insurance Policy sets forth the provisions of the Insurance Plan. A summary of benefits and other provisions of the Plan are outlined in the Summary of Coverage. The Summary of Coverage contains the principal benefits provided by the Plan, but is not intended as a complete listing of all coverages provided.

ARTICLE XXII

RETIREMENT BENEFITS

104. The Company will provide a retirement benefit program in accordance with the Production Employees' Retirement Plan, as amended.

105. In the event of an employee's death or retirement, vacation pay will be pro-rated from the start of that vacation year until the time of the employee's death and/or retirement.

106. An employee who retires under the provisions of the Production Employee's Retirement Plan will receive life insurance in a pro-rated amount for each full year of credited service up to a maximum of 30 years and \$4,000.00. An employee may draw against the above amount for Surgical and Hospital expenses for him or her and/or his or her spouse up to a maximum of \$300 per calendar year for 5 years (\$1500 maximum). Any employee who has fewer than 12 years credited service at retirement may use the \$300 yearly maximum until he or she has exhausted the accrued benefits under the provisions of this paragraph. If in any year the medical benefit is not used it shall be carried over to succeeding years. After 5 years, or shorter period if applicable, the unused portion of the maximum medical benefit will be available as needed for Hospital and Surgical expenses.

ARTICLE XXIII

HEALTH, SAFETY AND SANITATION

107. The Company agrees to install safety devices wherever such devices are needed in order to prevent accidents. The Company will furnish soap, towels, gloves, and incidental articles where necessary for the health and safety of employees. The Safety Supervisor will submit to the Union a list of jobs where gloves are to be furnished. Safety rules and instructions will be posted throughout the plant for the protection of employees.

108. A competent staff of nurses or First Aid personnel will be available where required and necessary to insure prompt First Aid service to injured employees. Competent medical service will be provided for each employee in case of an accident on Company property, and employees suffering lost time accidents will be considered as completing their scheduled shift on which the accident occurred.

109. The company agrees to maintain sanitary and healthful conditions in the plants and restrooms with the cooperation of the union and the employees, and provide the necessary apparel and safety equipment to perform work consistent with good safety practices.

109.1 Employees will receive a safety shoe allowance of \$50 per year or \$100 every other year.

109.2 In order to make the Evansville Division as safe and healthy a place to work as possible, Whirlpool may utilize safety studies to identify jobs that could lead to musculoskeletal disorder (heavy lifting, awkward posture, repetitive motion). Studies may be conducted on jobs that have resulted in injury or illness, that produce high turnover, or those that receive complaints by employees or the union.

The safety department will be responsible for approving the studies and determining what if any actions are necessary to change the jobs. Possible actions to be taken include adding people, modifying work stations, replacing the job with automation, modifying parts and/or rotating jobs. If the studies show that the only reasonable option is to rotate a job or group of jobs, the following procedure would be followed before rotation would begin:

- *The jobs to be included in the rotation would be identified by the safety department.*
- *The union representative(s) and affected employee would be notified of the jobs to be rotated.*
- *If there are employees in the identified jobs, they will have two months to bid off the jobs. This bid would not count against the normal bids per year allowed to employees.*
- *If employees bid off these jobs, the jobs would be re-bid per the normal bid procedure.*
- *Jobs posted in the future that are part of a rotation group will be posted as such so that the bidding employees know all the jobs they will be required to do. All disagreements regarding any of the above-mentioned actions, if any, shall only be subject to the grievance procedure.*

110. Union Safety Representation

- 110.1** The Company and the Union agree to promote habits of safety and health and will cooperate in a program of accident

prevention and observance of safety and health rules and regulations. For this purpose, the Union agrees that it will actively encourage employees to observe all the safety and health rules and regulations prescribed by the employer, and to work in a safe manner. Also, for this purpose the Company agrees to recognize a Union Safety Representative(s). The Union Safety Representative(s) will meet with the Safety Representative(s) of the Company. The Union Safety Representative(s) shall be designated in writing by the Union to the Company. The employee who is designated by the Union shall be an employee who has knowledge of the practices in the plant.

- 110.2 The meetings between the Union Safety Representative(s) and the Safety Representative(s) of the Company shall be held once each month at mutually agreed upon times. Such meetings shall consist of the Union Safety Representative(s) and the Representative(s) of the Company, first taking a tour of the plant, after which the parties shall meet together to discuss health and safety matters observed on the tour as well as other health and safety matters. The Company shall keep written minutes of such meetings and a copy thereof shall be furnished to the Union, and such minutes shall be reviewed at the next regular meeting.
- 110.3 The Union Safety Representative(s) shall be allowed pay at their regular day-work rate for time lost off of their regular jobs while attending the meetings with

Company representatives, but such time shall not exceed eight hours per month.

110.4 The Company retains sole discretion to determine what action, if any, it should take regarding any suggestions or recommendations that may result from the meetings of the Company representation and the Union Safety representation. All disagreements, if any, regarding such suggestions or recommendations shall only be subject to the grievance procedure.

110.5 The disclosure of such suggestions or recommendations by the Union Safety Representative(s) to the Company shall be made on a confidential basis and shall not be released to any party without the prior written approval of the Company. Information submitted to the Union Safety Representative(s) by the Company shall be treated as private and confidential and shall not be released to any party without prior written approval of the Company.

ARTICLE XXIV

SKILLED TRADES ADDENDUM

111. Skilled Trades shall be construed to mean those job classifications, which are apprenticeship as outlined in Paragraph 118.

112. Overtime procedure

112.1 Overtime work in the Skilled Trade Divisions shall be assigned by job classification, by shift, to the employee or employees with seniority not in lay-off status who have the least number of overtime hours at the end of their shift on Sunday, unless modified by the following subparagraphs.

- 112.1.1 Low overtime eligibility in this and succeeding paragraphs will be determined by the overtime hour postings with differences for forty (40) hours or less determining who can be offered the opportunity to work the overtime.
- 112.2 Incidental overtime shall mean any overtime worked before or after an employee's regular shift exclusive of Saturdays, Sundays, holidays and observed holidays.
- 112.3 The employee or employees who are regularly assigned to, or working on, a particular operation, or operations, when incidental overtime becomes necessary shall be afforded the first opportunity to work the overtime.
- 112.4 When incidental overtime becomes necessary on a particular operation, or operations, and no one is regularly assigned, or additional employees are required, the employee with the lowest overtime hours at the end of their shift on Sunday, shall be given the opportunity to work.
- 112.5 In the event an employee, assigned as standby in a particular area that constantly experiences incidental overtime, accumulates overtime hours that exceed 40 hours more than the person with the least hours in his or her classification and shift, the Company will as soon as possible and before the difference exceeds 80 hours, make reassignment to equalize the accumulation of overtime hours.
- 112.6 Employees will be charged with the actual

- hours paid for all overtime if
- 112.7 He or she accepts.
- 112.8 He or she refuses.
- 112.9 He or she is absent on the day the overtime is offered.
- 112.10 Overtime missed because of absence due to vacation, jury duty, deaths (Paragraphs 80 and 81), job training/schooling required by the Company and military obligations, or overtime worked during the annual vacation shut down period will not be charged.
- 112.11 Any overtime paid will be charged to those employees who exercised his or her options under the provisions of subparagraphs 112.6 through 112.9. Should all employees in a given job classification exercise his or her rights under subparagraphs 112.6 through 112.9 all will be charged with the actual hours paid.
- 112.12 Average hours shall be given to those employees with seniority when entering into one of the established overtime postings. This paragraph shall apply to employees returning from leave-of-absence or long-term military service (30 days or more) shift preference, promotions and Stewards relinquishing position.
- 112.13 If overtime becomes necessary on Saturday or Sunday the hours will be computed as of the end of the shifts on Sunday.
- 112.13.1 If a holiday or observed holiday falls on Thursday and Friday the hours will be

computed as of the end of the shifts on Sunday.

112.13.2 If the above does not satisfy the overtime requirements then the overtime will be scheduled by classification, by least seniority, on that shift.

112.14 A Skilled Trade employee required to work during his or her regularly scheduled lunch period shall be paid at a rate of pay pursuant to the overtime provisions of this Agreement.

112.15 All journeymen with seniority in a particular Skilled Trade classification, by shift, shall be afforded the opportunity to work overtime on Saturdays, Sundays, holidays and observed holidays before any apprentice in the particular trade shall be afforded the opportunity to work overtime.

112.16 An employee temporarily transferred in accordance with Paragraph 26.5 will enter the overtime list with high hours plus one. When returning to his or her regular overtime list, any overtime hours he or she acquired while on temporary transfer will be added to the hours he or she had when he or she was temporarily transferred.

112.17 The distribution of all overtime for Skilled Trade employees will be posted no less than 24 hours preceding the overtime. Planned overtime for Saturday or Sunday will be posted on Thursday morning or when it has been determined that overtime work will be required.

112.18 The hours charged for all overtime for

Skilled Trade employees will be posted in the respective department. Overtime postings will be maintained weekly.

112.19 Any Skilled Trade employee who is working on a temporary promotion, or as a vacation replacement on a higher rated job will be charged for all overtime hours so worked against their regular classification.

112.20 Except in cases of emergency, employees shall not be allowed to work more than sixteen (16) hours within a twenty four (24) hour period for their own personal safety.

113. Each employee will file an inventory of his or her tools, which shall be verified by his or her Supervisor. In the event tools become worn the employee will present the worn tools to the Supervisor for inspection and if they are deemed to be unsatisfactory the Supervisor will issue orders to have them replaced. Upon proof that tools have been stolen and the tools are listed on the employee's inventory of tools, the Supervisor will issue an order to have them replaced. The Company will provide or have available all special tools necessary for the performance of the required work. In the event there is a change to the metric system the Company will furnish each journeyman and apprentice with the tools prescribed in the list of tools for apprentices in each trade.

114. Skilled Trade employees will be represented by Skilled Trade Stewards.

115. Skilled Trade employees will not work alone in the performance of hazardous duties.

116. A lay off of seven (7) or less working days in Skilled Trades shall be considered temporary and work assignments will be made by classification, by seniority and by shift.

117. An apprenticeship program for Tool Makers, Electricians, Carpenters, Millwrights, Plumbers-Pipe Fitters, Engineering Model Makers, Tool & Gauge Inspectors, and Charging Board Maintenance has been agreed to by the parties and is attached hereto as an addendum and recognized as part of this Agreement.

ARTICLE XXV TUITION REFUND

118. *The Company will refund the cost of all tuition, compulsory fees, and books for employees successfully completing job related educational programs or classes, providing that the total refund to each employee shall not exceed \$3,000 in a calendar year. The employee must obtain prior approval of the educational program or classes and also must submit evidence of the successful completion.*

ARTICLE XXVI DURATION OF AGREEMENT

119. This Agreement shall become effective as of February 19, 2004 and shall continue in force and effect until 11:59 P.M. on the 19th day of February, 2009. This Agreement shall continue from year to year thereafter unless either party notifies the other in writing not less than sixty days prior to the 19th day of February of any year thereafter that such party elects to terminate, modify, or amend this Agreement.

ARTICLE XXVII CONTINUOUS OPERATIONS ADDENDUM

This addendum shall apply to those employees working in or supporting plastics operations which require continuous operation. Except as amended below, all other provisions of the contract remain

intact for those departments.

1. Normal shifts

1.1 Day Shift will begin at 7:00 a.m.

1.2 Night Shift will begin at 7:00 p.m.

2. Shift preference

2.1 In exercising shift preference, the employee shall displace the youngest employee in their classification within their shift rotation, A and B or C and D.

2.2 A shift preference move will be made within two weeks of the employee notification. Shift preference moves will be made effective the next day following their designated days off.

3. Job bids

3.1 Job bids will remain posted a sufficient amount of time for all crews to have the opportunity to bid.

3.2 Job bids will be effective no later than the first workday following the employees next designated days off.

4. Holidays

4.1 Holidays for employees on the three (3) day shift will be paid twelve (12) straight time hours at the day work rate for their classification. Employees on the four (4) day shift will be paid sixteen (16) straight time hours at the day work rate for their classification.

4.2 Holidays for employees on continuous shifts may be designated on days different from the calendar days designated in Paragraph 79.3 but in all cases will be as close as possible to cover all four schedules consecutively.

5. Absence for Death in Family

5.1 Absence for deaths in the family as

designated in paragraph 81 will be compensated at their regular day work rate up to twelve (12) hours per day, for time lost by him or her from their regular schedule by reason of such absence, for two (2) days.

5.1.1 If a death occurs in a family as designated in paragraph 81, and the death occurs on the first day of their three (3) consecutive work day schedules, he or she will be compensated at their regular day work rate up to twelve (12) hours per day of three days.

6. There shall be a maximum number of thirty (30) employees per shift allowed to work in or directly supporting plastic operations on a continuous operations basis.

7. Overtime

- 7.1 Time and one half will be paid for all work performed over forty (40) hours in a work week.
- 7.2 Time and one half will be paid for the first twelve hours worked above their normal work schedule and double time for all hours worked above that in their workweek.
- 7.3 Double time will be paid for work on designated holidays plus the regular holiday pay.
- 7.4 The employee(s) who performs the identical operation on the opposite crew but same shift would be given the first opportunity to work the overtime.
- 7.5 When more than one person is performing identical operations on the opposite crew, same shift, the employee having the most seniority shall be given the first opportunity to work the overtime.

- 7.6 If the above employee(s) declines or if it becomes necessary to assign an additional employee or employees to the specific operation or operations on which the overtime work is required it will be offered by seniority to employees holding that job classification in that seniority division on the opposite crew and same shift.
- 7.7 If the overtime requirements are not satisfied by the above then the overtime will be offered by seniority to employees in that seniority division on the opposite crew and same shift.
- 7.8 Except in cases of emergency, employees shall not be allowed to work in excess of sixteen (16) consecutive hours for their own personal safety.

8. Vacation

- 8.1 For purposes of vacation time off, each increment of forty (40) hours as in paragraphs 90 through 97 will be considered to be one week. Whether an employee chooses their three-day week or their four-day week.

9. Jury duty

- 9.1 When an employee with seniority is called for jury duty or subpoenaed as a witness on a scheduled workday, Monday through Friday, he or she will be excused upon notification to their supervisor, and will be reimbursed for the difference between the amount paid for such service and the amount of their regular day-work rate for the hours he or she was scheduled to work during the same day up to twelve (12) hours per day. When the employee is released from jury duty or witness duty before 1 p.m. he or she is

expected to report to work at once. In order to be eligible for payment under this Paragraph, an employee shall furnish the manager of Employee Relations with a statement or subpoena from the court with regard to the pay received and time spent on such service.

ARTICLE XXVIII SKILLED TRADES

WEEKEND WORK FORCE ADDENDUM

This addendum shall apply to those employees working on the weekend work crew. Except as amended below, all other provisions of the contract remain intact for those departments.

1. Special Shifts

<i>Friday</i>	<i>Saturday</i>	<i>Sunday</i>
7:00a.m.-7:30p.m.	7:00a.m.-7:30p.m.	7:00a.m.-7:30p.m.
7:00p.m.-7:30a.m.	7:00p.m.-7:30a.m.	7:00p.m.-7:30a.m.

<i>Saturday</i>	<i>Sunday</i>	<i>Monday</i>
7:00a.m.-7:30p.m.	7:00a.m.-7:30p.m.	7:00a.m.-7:30p.m.
7:00p.m.-7:30a.m.	7:00p.m.-7:30a.m.	7:00p.m.-7:30a.m.

2. Shift Preference

- 2.1 In exercising shift preference, the employee shall displace the youngest employee in their classification.
- 2.2 A shift preference move shall be effective no later than two weeks following the employee's notification. The employee being bumped will suffer no loss of earnings due to the shift transfers.

3. Holidays

- 3.1 Holidays for employees will be paid at thirteen and one third (13.33) straight time hours at the day work rate for their classification.

3.2 Holidays for employees on the weekend work crew may be designated on days different from the calendar days designated in Paragraph 79.3 but in all cases will be close as possible to cover all four (4) schedules consecutively.

3.3 Employees on these shifts will not be eligible for Holiday work unless all journeymen on the normal work crew have been exhausted.

4. Absence for Death in Family

4.1 Absence for deaths in the family as designated in paragraph 81 will be compensated at their regular day work rate up to twelve (12) hours per day, for time lost by him or her from their regular schedule by reason of such absence, for two (2) days.

4.1.1 If a death occurs in a family as designated in paragraph 81, and the death occurs on the first day of their three (3) consecutive work-day schedules, he or she will be compensated at their regular day work rate, up to twelve (12) hours per day of three days.

5. There shall be a maximum number of forty (40) employees allowed to work in the weekend work crew.

6. Overtime

6.1 Time and one half will be paid for all hours worked over twelve (12) hours on a normal scheduled workday.

6.2 Double time will be paid for work on designated holidays plus the regular holiday pay.

6.3 Employees will not be eligible for incidental overtime except on their regular scheduled workdays and will be limited to four (4) hours.

- 6.4 Overtime listing for the weekend work force will be maintained separate from the normal maintenance overtime listing.

7. Vacation

- 7.1 For purposes of vacation time off, each increment of forty (40) hours as in paragraphs 90 through 97 will be considered to be one week.

8. Jury Duty

- 8.1 When an employee with seniority is called for jury duty or subpoenaed as a witness on a scheduled work day, he or she will be excused upon notification to their supervisor, and will be reimbursed for the difference between the amount paid for such service and the amount of their regular day work rate for the hours he or she was scheduled to work during the same day up to twelve (12) hours per day. When the employee is released from jury duty or witness duty he or she is expected to report to work at once if time left to work on their shift is six or more hours. In order to be eligible for payment under this Paragraph, an employee shall furnish the manager of Employee Relations with a statement of subpoena from the court with regard to the pay received and time spent on such service.

9. Job Bids

- 9.1 Job bids will remain posted a sufficient amount of time for all crews to have the opportunity to bid.
- 9.2 Job bid moves shall be effective no later than two weeks from the notification of the successful bidder with the employee suffering no loss in earnings due to transfer from one shift to the other.

ARTICLE XXIX

FLEXIBLE WORK WEEK ADDENDUM

This addendum shall apply to employees working on the Flexible Work Week for 6-day production operations and 4-day workweek for employees. A maximum of 275 people will be on this schedule. Except as amended below, all other provisions of the contract shall remain intact. This schedule will not be implemented prior to 3/1/2001 and only if daily volumes make it necessary. This addendum shall apply to those employees working in or directly supporting Foamed in Place Doors, Door Inner Panel, Thermoforming, and Extrusion.

1. Normal Shifts

- 1.1 Day shift will begin at 6:00 a.m.
- 1.2 Evening shift will begin at 6:00 p.m.
- 1.3 Evening shift start time will be 4:30 p.m. for operations running back-to-back shifts.
- 1.4 Shifts that are scheduled to work 12 hours per day will be given a fifteen (15) minute paid lunch.
- 1.5 The company may elect to schedule the groups a minimum of 10 hours per day.

2. Shift Preference

- 2.1 In exercising shift preference, employees shall have three (3) shift preferences in any 12-month period, and shall displace the youngest employee in his or her classification.
- 2.2 A shift preference move will be made within two weeks of the employee notification. Shift preferences will be made to be effective on Monday mornings at 6:00 a.m.

3. Job Bids

- 3.1 Job bids will remain posted at least 72 working hours so that employees in all work

groups will have the opportunity to bid.

3.2 Job bids will be effective on Monday mornings at 6:00a.m.

4. Absence for Death in the Family

4.1 Absence for deaths in the family as designated in Paragraph 81 will be compensated at the employee's regular day work rate up to 12 per day, for time lost by him or her from the regular schedule by reason of such absence, for 3 days.

5. Overtime

5.1 Time will be paid for actual hours worked in a scheduled workweek.

5.2 Time and one half will be paid for all work performed over forty (40) hours in a work week. Double time will be paid for all work performed over 60 hours in a workweek.

5.3 Scheduled Sunday overtime will be posted at least 24 hours in advance. The groups of employees who are scheduled to work the preceding Saturday will be given the overtime. However, in the event that Sunday overtime is known earlier in the week, the company may elect to schedule the groups that normally work on Mondays for the overtime. In this case, the overtime will be posted at least 72 hours in advance.

6. All references in the existing contract to "working days" are to be interpreted as "working days" for the employee affected.

7. Vacation

7.1 For purposes of vacation time off, each increment of forty (40) hours as in 90 through 97 will be considered to be one week regardless of work group.

8. Jury Duty

8.1 When an employee with seniority is called for

jury duty or subpoenaed as a witness on a scheduled work day, Monday through Saturday, he or she will be excused by the supervisor, and will be reimbursed the difference between the amount paid for such service and the amount of their regular day rate work for the hours he or she is scheduled to work during the same day up to twelve (12) hours per day. When the employee is scheduled to work 12 hours per day and is released from jury duty or witness duty before 12:00 noon, he or she is expected to report to work at once for day shift or at his or her regular scheduled start time for evening shift. When the employee is scheduled to work 10 hours per day and is released from jury duty or witness duty prior to 11:00 a.m, he or she is expected to report to work at once for day shift or at his or her normal scheduled start time for evening shift. In order to be eligible for payment under this paragraph, an employee shall furnish Employee Relations with a statement or subpoena from the court with regard to the pay received and time spent on such service.

9. Holidays

9.1 When a Company paid holiday is observed on a person's normal scheduled workday, he or she will be compensated at 12 hours of pay at their normal rate of pay. When a Company paid holiday is observed on a person's normal day off, he or she will be compensated at 8 hours of pay at their normal rate of pay.

10. A full time 3rd shift chief steward will be added if employment on 3rd shift increases to 500

employees.

11. The Company maintains the right to cover these areas with straight time people.

12. The Company maintains the right to mix schedules within the above-mentioned areas.

SENIORITY DIVISIONS

DIVISION 1

Cabinet Assembly - Press Support.....	Dept. 210
Press Shop Production.....	Dept. 211
Door Blank.....	Dept. 214

DIVISION 2

Metal Finish Production.....	Dept. 212
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DIVISION 3

Paint Production.....	Dept. 213
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DIVISION 4

Polystyrene.....	Dept. 216
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DIVISION 5

Evaporator Assembly & Service Parts.....	Dept. 221
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DIVISION 6

Component Hook-up Line 2.....	Dept. 222
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DIVISION 7

Wire Condenser Welders.....	Dept. 218
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DIVISION 8

Plastic Liners.....	Dept. 220
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DIVISION 9

Refrigerator Crating.....	Dept. 225
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DIVISION 10

Cabinet Assembly, Pre-Pilot.....	Dept. 228
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DIVISION 11

Plastic Production.....	Dept. 230
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DIVISION 12

Cabinet Assembly, Line 1.....	Dept. 231
Cabinet Assembly, Line 2.....	Dept. 232
Cabinet Assembly, Line 3.....	Dept. 236
Foam Cabinet Assembly, Line 1.....	Dept. 233

Foam Cabinet Assembly, Line 2.....	Dept. 234
Prefoam Assembly, Line 2.....	Dept. 239
DIVISION 13	
Ice Maker Assembly.....	Dept. 235
Stainless Steel Doors.....	Dept. 215
DIVISION 14	
Door Foaming.....	Dept. 237
Foamed in Place Door Assembly.....	Dept. 238
DIVISION 15	
Receiving Inspection.....	Dept. 262
Unit Assembly Inspection.....	Dept. 263
Cabinet Fabrication Inspection.....	Dept. 264
Cabinet Assembly Inspection.....	Dept. 265
DIVISION 16	
Tool & Gauge Inspection.....	Dept. 261
DIVISION 17	
Material Handling.....	Dept. 241
DIVISION 18	
Supply & Tool Storage.....	Dept. 522
Assembly Tools - Repair	Dept. A-522
DIVISION 19	
Tool Rooms.....	Dept. 277
DIVISION 20	
Model Shop.....	Dept. 761
DIVISION 21	
Carpenter Maintenance.....	Dept. A-271
DIVISION 22	
Millwright Maintenance.....	Dept. B-271
DIVISION 23	
Electrical Maintenance.....	Dept. C-271
DIVISION 24	
Heating Plants.....	Dept. 271
DIVISION 25	
Steam Maintenance.....	Dept. 271
Plumbers-Pipe Fitters.....	Dept. E-271
DIVISION 26	
Charging Board Maintenance.....	Dept. H-271

DIVISION 27

Maintenance Services.....Dept. G-271

DIVISION 28

Component Hook-up Line 1.....Dept. 226

ADDENDUM TO AGREEMENT BETWEEN WHIRLPOOL CORPORATION EVANSVILLE DIVISION AND LOCAL 808 IUE-CWA EFFECTIVE FEBRUARY 21, 2004

Job	Job		
Rank	No.	Job Name	Rate
1	710	Head Operator-Tool Maker	\$19.50
	712	Head Operator-Tool & Gauge & Inspection	
	715	Head Operator-Electrician/Electronics	
	720	Head Operator-Steam Equipment Maint.	
	731	Head Operator-Millwright	
	735	Head Operator-Refig. Mechn./ Charging BRD.	
2	4	Carpenter-Maintenance	\$19.30
	8	Electrician-Electronics	
	18	Plumber-Maintenance	
	31	Refrigeration Mechanic/Charging Board	
	36	Millwright-Maintenance	
	38	Machinist-Maintenance	
	39	Engineering-Model Maker	
	63	Tool & Gauge Inspector	
	70	Toolmaker	
3	144	Set-Up Chu	\$17.09
	145	Set-Up Injection Molding NEW HIRE	\$12.23
	146	Set-Up Punch Press/Welders 80%	\$13.67
	147	Set-Up Extruder Operator 85%	\$14.53
	148	Set-Up Thermoforming Operator 90%	\$15.38
	149	Set-Up Bank Control Operator 95%	\$16.24
	642	Maintenance-Welders	
	648	Head Spray Operator	
	676	Insulator-Cabinets (Foam)	
4	620	Repair-Assembly Tools	

	149	Set-Up Bank Control Operator	95%	\$16.24
	642	Maintenance-Welders		
	648	Head Spray Operator		
	676	Insulator-Cabinets (Foam)		
4	620	Repair-Assembly Tools		\$16.64
	651	Automatic Paint		
		Spray Operator	NEW HIRE	\$11.97
	701	Head Operator-Materials	80%	\$13.31
	706	Head Operator-Assembly	85%	\$14.14
	714	Head Operator-Paint		
		Re-finishing	90%	\$14.98
	740	Paint Mixer	95%	\$15.81
	741	Control Man-Process (Production)		
5	25	Crane Operator-Bridge (Electric)		\$16.44
	30	Boiler Tender-Heating Plant		
			NEW HIRE	\$11.84
	33	Utility-Boiler Tender	80%	\$13.15
	44	Painter-Maintenance	85%	\$13.97
	48	Dispatcher-Motor Trucks	90%	\$14.80
	277	Grinder-Internal	95%	\$15.62
	314	Brazer-Assemblies		
	372	Repair-Evaporators & Shelves		
	444	Welder-Arc (Inert Gas)		
	476	Repair-Units (Pre-Charge)		
	635	Repair-Painted Parts		
	643	Repair-Metal Finish		
	646	Metal Finisher		
	660	Ding Operator-Refrigerator & Freezer Assy		
	734	Inspector-Refrigerator Final		
	742	Inspector-Production (Technical)		
600				\$16.04
			NEW HIRE	\$11.58
			80%	\$12.83
			85%	\$13.63
			90%	\$14.44
			95%	\$15.24
700				\$15.74
			NEW HIRE	\$11.38
			80%	\$12.59
			85%	\$13.38
			90%	\$14.17
			95%	\$14.95

800

	\$15.54
NEW HIRE	\$11.25
80%	\$12.43
85%	\$13.21
90%	\$13.99
95%	\$14.76

Night Shift Bonus for all Job Classifications is \$.30

NEW HIRE WAGE AND BENEFIT PROGRESSION SCHEDULE

DATE	JOB RANK					
	8	7	6	5	4	3
2/23/04	\$11.25	\$11.38	\$11.48	\$11.74	\$11.87	\$12.13
2/20/06	\$11.75	\$11.88	\$11.98	\$12.24	\$12.37	\$12.63
2/18/08	\$12.25	\$12.38	\$12.48	\$12.74	\$12.87	\$13.13

First Monday after completion of 12 months 80% of senior wage rate in effect
 First Monday after completion of 18 months 85% of senior wage rate in effect
 First Monday after completion of 24 months 90% of senior wage rate in effect
 First Monday after completion of 30 months 95% of senior wage rate in effect
 First Monday after completion of 36 months 100% of senior wage rate in effect

Upon completion of the 90-calendar day probationary period the employee will be eligible for the employee benefit plan.

APPRENTICE RATE SCHEDULE

JOB No.	JOB NAME	FIRST 6 MONTHS		SECOND	THIRD	FOURTH	FIFTH	SIXTH	SEVENTH	EIGHTH
		8 wks.	18 wks.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.	6 mos.
		\$	\$	\$	\$	\$	\$	\$	\$	\$
750	Apprentice-Electrician	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
751	Apprentice-Millwright	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
752	Apprentice-Plumber & Pipe Fitter	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
753	Apprentice-Carpenter	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
755	Apprentice-Tool Maker	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
757	Apprentice-Engineering Model Maker	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
758	Apprentice-Tool & Gauge Inspector	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
759	Apprentice-Refrigeration Mechanic-Charging Board	17.59	17.65	17.71	17.77	17.83	17.89	17.95	18.01	18.07
Full Rate: \$19.30		89.1%	89.4%	89.8%	90.1%	90.4%	90.8%	91.2%	91.5%	91.9%

Effective date 02-21-2004 Term date 02-20-06

**APPRENTICESHIP PROGRAM
ADDENDUM
WHIRLPOOL CORPORATION
EVANSVILLE, INDIANA, DIVISION
AND LOCAL 808 IUE-CWA**

DATED FEBRUARY 19, 2004

APPRENTICESHIP PROGRAM

Foreword

The purpose of apprenticeship training is to encourage a more careful selection of personnel coming into the trade, to train apprentices now in the trade, to provide training that will equip this employee for profitable employment and good citizenship, and to insure the employer the best possible workmen and the public the best possible workmanship.

Highly-skilled craftsmen must be capable of exercising independent judgment, understand the theory underlying the work they are called upon to do and the properties of the materials used, know the laws and regulations applicable to their work, and be capable of advancing, in time, to positions requiring leadership and responsibility.

This program has as its broad purpose the establishment and maintenance of high standards of workmanship through the development of highly skilled craftsmen by definite standards of on-the job training, supplemented by the required amount of related technical and theoretical training and instruction.

PROGRAM OF APPRENTICESHIP

1. It shall be the policy of the Whirlpool Corporation, Evansville Division, that all apprentices shall be employed in accordance with the terms of this program.

2. The parties agree that they will not discriminate against any employee because of sex, race, color, religion or national origin, or any other reason.

3. TERMS OF APPRENTICESHIP.

3.1 An "apprentice" shall mean a person not under the legal age for workers as defined by state and/or Federal law, who has agreed to work at and learn the trade of Tool Maker, Electrician, Carpenter, Millwright, Plumber-Pipe Fitter, Engineering Model Maker, Tool and Gauge Inspector and Charging Board Maintenance, in accordance with the following standards; and who, with the Company, has signed a written apprenticeship agreement (form attached hereto). Such agreement shall be registered with the Bureau of Apprenticeship and Training.

3.2 The term of apprenticeship shall be a minimum of 8,000 hours of work and an additional 576 hours of related technical instruction. The first 1,000 hours shall be considered a probationary period. During this period, annulment of the apprenticeship agreement may be effected by the Company, but notice of such action shall be given to the Union and the Bureau of Apprenticeship and Training.

3.3 The total number of hours assigned to related classroom instruction shall not be less than 144 hours per year, and such time shall not be counted as hours of work as related to the minimum of 8,000 hours required in the term of apprenticeship.

4. QUALIFICATIONS FOR APPRENTICESHIP APPLICANTS. An applicant for apprenticeship should possess the following qualifications:

- 4.1 Physical development necessary to enable them to perform all duties of the craft.
- 4.2 Be an American citizen or in the process of naturalization.
- 4.3 Sufficient education to master the rudiments of the trade. (Normally this would require high school education).

5. **VETERANS' PREFERENCE.** Veterans who have been discharged (honorably) will be given preference in this program provided their qualifications are equal to the other candidates.

6. **CREDIT FOR PREVIOUS EXPERIENCE.** All persons now employed as apprentices will be placed under this program. Such apprentices shall be given full credit for the time they have served as apprentices under a written or verbal agreement. Apprentices who receive credit for previous experience shall be paid upon entrance the wage rate of the period to which such credit advances them.

6.1 Credit of one year may be allowed for North High School or other trade school students who have completed a minimum of two years in the specific craft or trade with an average or above rating. The wage rate shall be that of the period to which such credit advances them.

6.2 Other employees of the Company and new employees who desire to become apprentices and are selected will be allowed credit for the applicable experience they have had, after their records have been checked and evaluated by the Training Manager. The wage rate shall be that of the period to which such credit advances them.

7. **CONTINUITY OF EMPLOYMENT.** The Company intends and expects to give the apprentice steady employment, but reserves the right to lay him

or her off or to curtail his or her working hours whenever business conditions make this course necessary. Apprentices in each skill with the least amount of service in the program will be laid off first, and rehires will be made in reverse order. No additional apprentices will be employed until those laid off have been returned to work under this program.

8. SUPERVISION OF APPRENTICES. In order to properly coordinate the program, the Training Manager shall see that each apprentice progresses from one division of work to the next, in accordance with the schedule and job classification of the trade. The appropriate superintendent will be responsible for overall supervision of the apprentice, and he or she will receive direct supervision from the appropriate supervisor or journeyman.

9. RECORDS. The Training Manager shall prepare adequate record forms to be filled in by the supervisor or journeyman under whom the apprentice receives instruction and experience. Supervisor or journeymen shall make a report quarterly to the Training Manager on the work and progress of apprentices under their direction. These reports shall be placed before the Training Manager for consideration and such action as may be necessary or called for in the agreement.

10. NUMBER OF APPRENTICES TO BE TRAINED UNDER THIS PROGRAM.

10.1 The Company may have a minimum of three apprentices in the trade, and additional apprentices may be employed on the following basis:

Three apprentices to each seven
Class I Tool Makers

Three apprentices to each seven
Class I Electricians

Three apprentices to each seven
Class I Carpenters
Three apprentices to each seven
Class I Millwrights
Three apprentices to each seven
Class I Plumbers-Pipe Fitters
Three apprentices to each seven
Class I Engineering Model Maker
Three apprentices to each seven
Class I Tool and Gauge Inspectors
Three apprentices to each seven
Class I Refrigeration Mechanic/Charging Board

10.2 When the number of applicable, designated skilled employees is reduced in employment, a corresponding ratio of apprentices shall also be reduced.

11. COMPLETION OF APPRENTICESHIP.

Upon the successful completion of the apprenticeship, under this program, and upon the recommendation of the Company, the Bureau of Apprenticeship and Training will furnish each apprentice and the Union with a Certificate of Apprenticeship. The Company will likewise furnish each successful apprentice a Company certificate. No apprentice shall be granted such certificates until he or she has complied in all respects with the terms of this agreement. The apprentice will, upon successful completion, be transferred to the appropriate skill classification, as follows:

Tool Maker	Class I Tool Maker
Electrician	Class I Electrician
Carpenter	Class I Carpenter
Millwright	Class I Millwright
Plumber-Pipe Fitter	Class I Plumber-Pipe Fitter
Engineering Model Maker	
Class I Engineering Model Maker	
Tool & Gauge Inspector	

Class I Tool & Gauge Inspector
Refrigeration Mechanic/Charging Board
Class I Refrigeration Mechanic/Charging Board

12. **TOOLS.** The Company will furnish the apprentice with a kit of tools applicable to the trade involved (list attached). Upon satisfactory completion of the term of apprenticeship, these tools will become the property of the apprentice.

13. **RELATED SCHOOL INSTRUCTION.** The apprentice shall enroll in and attend classes in subjects related to his or her trade for not less than 144 hours per year during the apprenticeship. These courses must be passed with grades satisfactory to the Training Manager. The related classroom instruction shall be under the direction of the Training Manager. The Training Manager shall act in an advisory and consultant capacity in determining subjects to be taught, and in any other problems pertaining to related education of apprentices.

In case of failure on the part of the apprentice to fulfill his or her obligation with respect to school attendance (except in cases of sickness or injury), the Company shall have the authority to suspend or revoke the agreement with the individual.

14. **HOURS OF WORK.** The hours of work for apprentices shall be paid for and conform to the stipulations of the Agreement between the Company and the Union, excepting, however, that hours spent in supplemental school instruction shall be paid for at the regular rate excluding overtime.

15. **WAGES.** The rates of pay for apprentices shall conform to the wage schedule stipulated in the Wage Addendum of the Agreement between the Company and the Union, dated February 19, 2004. Upon successful completion of the apprenticeship program the full journeyman rate of the particular trade will

become effective on graduation date.

16. WORK EXPERIENCE. During the term of apprenticeship, the apprentice shall be given such instruction and experience on the processes and operations herein listed for the trade as are necessary to develop a practical skilled mechanic. The time on any process or operation need not be continuous due to the diverse nature of shop operations. During the last half of the third year and first half of the fourth year of apprenticeship, approximately 500 hours of the schedule may be used for miscellaneous related work. The apprentice shall perform such other duties in the shop and on the job as are commonly related to apprenticeship.

16.1 A breakdown of the work processes of the *Tool Maker* trade shall be used and followed as nearly as possible to the following:

<i>Division of</i>	<i>Approx. No. Hours</i>
<i>Work Processes</i>	<i>(Accumulative-need not be consecutive)</i>
<i>Tool Crib.....</i>	<i>100</i>
<i>Heat Treating.....</i>	<i>400</i>
<i>General Machining.....</i>	<i>3,200</i>
<i>Jig Bore.....</i>	<i>800</i>
<i>Grinding-All Types.....</i>	<i>1,000</i>
<i>Layout and bench work.....</i>	<i>2,500</i>
<i>Total.....</i>	<i>.8,000</i>

16.2 A breakdown of the work processes of the *Electrician* trade shall be used and followed as nearly as possible to the following:

<i>Division of</i>	<i>Approx. No. Hours</i>
<i>Work Processes</i>	<i>(Accumulative-need not be consecutive)</i>
<i>Preliminary instruction and helper</i>	
<i>and motor repair.</i>	<i>600</i>
<i>Bench work (repair of small electrical</i>	
<i>tools and switches) helper.</i>	<i>1,000</i>
<i>Wiring lights & connecting motors and</i>	
<i>simple circuits.</i>	<i>1,100</i>
<i>Trouble-shooting and wiring major circuits,</i>	
<i>panel boards, electronic controls, etc.</i>	<i>4,900</i>
<i>Using instruments testing A.C. and</i>	
<i>D.C. equipment.</i>	<i>.400</i>

Total 8,000

16.3 A breakdown of the work processes of the
Carpenter trade shall be used and followed
as nearly as possible to the following:

Division of Work Processes	Approx. No. Hours (Accumulative-need not be consecutive)
Preliminary instruction & helper and minor repairs of floors, roofs, hand trucks, etc.....	1,600
Machine operations (jointers, surfacers, saws, planers, etc.)...	800
Rough carpenter work and construction of forms(concrete), partitions, and interior construction.....	2,400
Cabinet construction, parts containers, and finished carpenter work; also estimating time and material.....	3,200
Total.....	8,000

16.4 A breakdown of the work processes of the
Millwright trade shall be used and followed
as nearly as possible to the following:

Division of Work Processes	Approx. No. Hours (Accumulative-need not be consecutive)
Preliminary Instruction and helper work	650
Arc welding, acetylene welding, operating cutting torch.....	1,350
Cutting, threading, and installing pipe....	1,650
General repair on machines and equipment.....	2,550
Maintenance machine shop practice- making minor parts.....	1,800
Total.....	8,000

16.5 A breakdown of the work processes of the
Plumber-Pipe Fitter trade shall be used and
followed as nearly as possible to the
following:

Division of Work Processes	Approx. No. Hours (Accumulative-need not be consecutive)
Preliminary instruction and helper work	900
Welding (Certification).....	900
Plumbing.....	900
Machine Shop.....	725
Hydraulics	200
Refrigeration.....	400

Boiler repair.....	425
Pipe Fitting.....	1,200
Trouble shooting, installation & repair...	2,350
Total.....	8,000

16.6 A breakdown of the work processes of the Engineering Model Makers trade shall be used and followed as nearly as possible to the following:

Division of Work Processes	Approx. No. Hours (Accumulative-need not be consecutive)
Sheet metal work.....	2,460
Wood working.....	820
Plastics.....	1,040
Tubing.....	300
Machine shop.....	1,200
Welding.....	980
Wiring.....	400
Jigs and fixtures.....	800
Total.....	8,000

16.7 A breakdown of the work processes of the Tool and Gauge Inspector trade shall be used and followed as nearly as possible to the following:

Division of Work Processes	Approx. No. Hours (Accumulative-need not be consecutive)
Gauge crib attendant.....	100
Gauge keeper.....	200
Lapper-hand.....	200
Checker-production gauges.....	1,000
Precision instruments and minor layout..	500
Electrical limit gauges	500
Air gauges	500
Electronic gauges.....	1,000
Major layout:	
Refrigeration jigs.....	2,000
Refrigeration parts.....	2,000
Total.....	8,000

16.8 A breakdown of the work processes of the Charging Board Maintenance trade shall be used and followed as nearly as possible to the following:

Division of Work Processes	Approx. No. Hours (Accumulative-need not be consecutive)
Electrical construction.....	800
Low voltage.....	400
Power distribution.....	400
Electrical maintenance.....	700
Air circuits.....	700
Installation of vacuum, refrigerant and refrigerant oil lines.....	800
Hydraulic system.....	700
Gas welding.....	500
Refrigeration and air-conditioning.....	1,200
Vacuum systems and pumps.....	1,000
Related training and trouble shooting....	800
Total.....	8,000

17. PERIODIC EXAMINATIONS. An examination of apprentices shall be given by the Training Manager before each period of advancement or at such other times as may be determined. In these examinations, consideration shall be given to school attendance, progress in school and in the shop, and daily employment records of the apprentice.

17.1 If the Training Manager finds that an apprentice shows lack of interest or does not have the ability to become a competent mechanic, he may request that the apprentice be removed from the program. The Bureau of Apprenticeship and Training will be advised on all terminations and the reason therefore.

18. MODIFICATION OF APPRENTICESHIP PROGRAM. This apprenticeship program may be modified at any time, subject to agreement between the Company and the Union. A copy of such modified program will be filed with the Bureau of Apprenticeship and Training.

19. COMPLAINTS OR GRIEVANCES. Any differences arising between the Company and the Union as to the meaning or application of the terms of this program shall be subject to the grievance procedure stipulated in the Agreement between the Company and the Union, dated February 19, 2004.

APPRENTICESHIP AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 20____,

between,
hereinafter referred to as the EMPLOYER, and

_____, born _____,

hereinafter referred to as APPRENTICE, and (if a minor)

hereinafter referred to as his or her PARENT or GUARDIAN.

Witnesseth that the EMPLOYER, the APPRENTICE, and the PARENT (or Guardian) desire to enter into an agreement of apprenticeship and, therefore, in consideration of the promises and of mutual covenants herein contained, do hereby mutually covenant and agree as follows:

That the EMPLOYER shall employ and teach the APPRENTICE the trade or craft of _____

_____ in conformity with the terms and conditions set forth in the apprenticeship program of the _____ and made part hereof.

That the APPRENTICE shall perform diligently and faithfully the work of the trade or craft during the period of apprenticeship, in conformity with the terms and conditions set forth in the above-mentioned pro-

gram and made a part hereof.

That the PARENT (or GUARDIAN) promises that the APPRENTICE will duly perform all obligations undertaken herein.

That the apprenticeship term begins on the
day of _____, 20____,
and terminates upon the completion of the APPRENTICE
of hours of employment for said EMPLOYER in said
trade or craft.

That this agreement is subject to approval by the
Bureau of Apprenticeship and Training.

That either party may terminate the agreement in
accordance with the terms of the program by submit-
ting written notification of termination to the approv-
ing agency; but if such notification is submitted after
completion of the probationary period, the reasons for
termination shall be given.

In WITNESS WHEREOF the parties hereunto set
their hands and seals:

(SEAL)

(Apprentice)

(Address)

(SEAL)

(Parent or Guardian)

(SEAL)

(Employer)

(Officer)

(Address)

KIT OF TOOLS TO BE FURNISHED EACH TOOL MAKER APPRENTICE

- 1 2" paintbrush
- 1 Thread gauge
- 1 Ball peen hammer
- 1 Federal Non-Magnetic indicator and case (.0001)
- 1 2" inside calipers
- 1 2" outside calipers
- 1 6" inside calipers
- 1 6" outside calipers
- 1 6" dividers
- 1 8" adjustable wrench
- 1 0 to 1" micrometer calipers
- 1 1" to 2" micrometer calipers
- 1 8" pliers
- 1 10" Miller Falls hacksaw frame
- 1 Set Allen wrenches
- 1 Bearing scraper
- 1 12" combination set
- 1 257-A Surface gauge
- 1 6" scale
- 1 Set (1/2" to 6") telescoping gauges
- 1 Machine chest
- 1 12" adjustable wrench
- 1 Small protractor
- 1 Center gauge

KIT OF TOOLS TO BE FURNISHED EACH ELECTRICIAN APPRENTICE

- 1 6" screwdriver 1/4" bit
- 1 8" screwdriver 5/16" bit
- 1 Hacksaw frame
- 1 Electrician's knife

- 1 Pr. long nose pliers
- 2 Prs. chandelox pliers
- 1 Medium hammer
- 1 Center punch
- 1 Sq. D. voltage tester
- 1 6" folding rule
- 1 7" pr. side cutting pliers
- 1 7" diagonal cutting pliers
- 1 8" adjustable wrench
- 1 6" adjustable wrench
- 2 14" pipe wrenches
- 1 Tool pouch
- 1 Tool box

KIT OF TOOLS TO BE FURNISHED EACH CARPENTER APPRENTICE

- 1 6' rule
- 1 Claw hammer
- 1 6" try square
- 1 36" wrecking bar
- 1 No. 8 saw
- 1 No. 12 saw
- 1 18" key hole saw
- 1 Hatchet
- 1 30" level
- 1 Self-chalking chalk line
- 1 Set wrenches 1/4" to 1" by 1/16"
- 1 1/4" wood chisel
- 1 1/2" wood chisel
- 1 3/4" wood chisel
- 1 1" wood chisel
- 1 Wood brace with 10" sweep
- 1 1/4" wood bit
- 1 1/2" wood bit
- 1 3/4" wood bit
- 1 7/8" wood bit
- 1 1" wood bit

- 1 1 1/8" wood bit
- 1 1 1/4" wood bit
- 1 Framing square, body size 24" x 2"
Tongue size 18" x 1 1/2" in 16ths, 8ths,
12ths, 10ths, and 32nds.
- 1 50' steel tape
- 1 Yankee screwdriver
- 1 Pr. goggles
- 1 Plumb bob
- 1 8" plane
- 1 8" adjustable wrench
- 1 10" adjustable wrench
- 1 Tool box

KIT OF TOOLS TO BE FURNISHED EACH MILLWRIGHT APPRENTICE

- 1 Pr. goggles
- 1 1 1/2 lb. ball peen hammer
- 1 10" hacksaw frame
- 1 8" pipe wrench
- 1 14" pipe wrench
- 1 3/8" chisel
- 1 3/4" chisel
- 1 Center punch
- 1 3/16" punch
- 1 7/16" punch
- 1 6" adjustable wrench
- 1 10" adjustable wrench
- 1 Set Allen wrenches
- 1 8" pliers
- 1 6' Lufkin rule
- 1 6" scale
- 1 12" combination set
- 1 6" inside calipers
- 1 6" outside calipers
- 1 6" divider
- 1 Small screwdriver

- 1 Large screwdriver
- 1 Plumb bob
- 1 Small metal toolbox

KIT OF TOOLS TO BE FURNISHED EACH PLUMBER-PIPE FITTER APPRENTICE

- 1 Pr. goggles
- 1 1 1/2 lb. ball peen hammer
- 1 10" hacksaw frame
- 1 18" pipe wrench
- 1 24" pipe wrench
- 2 14" pipe wrenches
- 1 3/8" chisel
- 1 3/4" chisel
- 1 Center punch
- 1 3/16" punch
- 1 7/16" punch
- 1 6" adjustable wrench
- 1 10" adjustable wrench
- 1 Set Allen wrenches
- 1 8" pliers
- 1 6' Lufkin rule
- 1 6" scale
- 1 12" combination set
- 1 6" inside calipers
- 1 6" outside calipers
- 1 6" divider
- 1 Small screwdriver
- 1 Large screwdriver
- 1 Plumb bob
- 1 Small metal toolbox

KIT OF TOOLS TO BE FURNISHED EACH ENGINEERING MODEL MAKERS APPRENTICE

- 1 Pr. safety goggles

- 1 Pr. Metal Master snips M-1
- 1 Pr. Metal Master snips M-2
- 1 Pr. Metal Master snips M-3
- 1 No. 2 1/2 Miller composition mallet
- 1 Bumping hammer
- 1 Scriber (scratch awl)
- 1 Stanley awl
- 1 Center punch
- 1 Prick punch
- 1 6' tape rule
- 1 3-meter tape rule
- 1 12" combination square w/protractor & 24" blade
- 1 Square head
- 1 300 millimeter blade
- 1 600 millimeter blade
- 1 300 millimeter flexible scale
- 1 150 millimeter flexible scale
- 1 12" flexible scale
- 1 6" flexible scale
- 1 Pr. standard electrician's pliers
- 1 Pr. duck bill pliers
- 1 Pr. needle nose pliers
- 1 Pr. side cutter pliers
- 1 Pr. pipe pliers
- 1 Pr. vise grips
- 1 Machine chest
- 1 4" divider
- 1 8" divider
- 1 1/2" cold chisel
- 1 3/4" cold chisel
- 1 Hacksaw
- 1 Set screwdrivers
- 1 6" adjustable wrench
- 1 10" adjustable wrench
- 1 0 to 1" micrometer calipers
- 1 0 to 25 millimeter micrometer calipers
- 1 Set wood chisels

- 1 Utility knife
- 1 Block plane
- 1 Heal dolly
- 1 12 oz. Ball peen hammer

**KIT OF TOOLS TO BE FURNISHED EACH
TOOL AND GAUGE INSPECTOR
APPRENTICE**

- 1 2" paintbrush
- 1 Thread gauge
- 1 Ball peen hammer
- 1 Federal non-magnetic indicator and case (.0001)
- 1 2" inside calipers
- 1 2" outside calipers
- 1 6" inside calipers
- 1 6" outside calipers
- 1 6" divider
- 1 8" adjustable wrench
- 1 0 to 1" micrometer calipers
- 1 1" to 2" micrometer calipers
- 1 8" pliers
- 1 Set Allen wrenches
- 1 12" combination set
- 1 257-A surface gauge
- 1 6" scale
- 1 Set (1/2" to 6") telescoping gauges
- 1 Center gauge
- 1 Machine chest

**KIT OF TOOLS TO BE FURNISHED EACH
CHARGING BOARD MAINTENANCE
APPRENTICE**

- 1 6" screwdriver 1/4" bit
- 1 8" screwdriver 5/16" bit
- 1 10" hacksaw frame
- 1 Electrician's knife

- 1 Pr. long nose pliers
- 2 Prs. channel lock pliers
- 1 Center punch
- 1 Sq. D. voltage tester
- 1 7" wire strippers
- 1 7" diagonal cutting pliers
- 1 6" adjustable wrench
- 1 8" adjustable wrench
- 1 10" adjustable wrench
- 1 Tool pouch
- 1 Tool box
- 1 Pr. welding goggles
- 1 Pr. safety glasses
- 1 8" pipe wrench
- 1 14" pipe wrench
- 1 18" pipe wrench
- 1 3/8" cold chisel
- 1 3/16" punch
- 1 Set Allen wrenches
- 1 6" scale
- 1 6' Lufkin rule
- 1 Plumb bob
- 1 Ball peen 1 1/8" face hammer
- 1 Tubing flare set with cutter
- 1 Torpedo level
- 1 Set combination wrenches to 1"

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 19th day of February, 2004.

LOCAL 808
IUE-CWA

WHIRLPOOL
CORPORATION
EVANSVILLE, INDIANA
DIVISION

By
DAVID JONES
President, Local 808

By
PAUL COBURN
Its Division Vice President

LARRY SANDEFUR
Vice President, Local 808

TOM WEBSTER
Director, Human Resources

KENNY KNIGHT
Shop Chairman, Local 808

BOB SCALES
Director, Operations

WAYNE PORTER
Skilled Trades Chairman
Local 808

DEBORAH CASTRALE
Manager, Human Resources
and Employee Relations

THERESA BARRETT

GARY BOWLDS
Manager, Second Shift
Operations

BUTCH EDGE

BEN GENTRY
Manager, Materials

SUSAN ICE

JOE WEST
Supervisor, Employee Relations

MARK HODGE
Lead Advisor

2004

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