

K 3291
1,900 workers

4/19/99 - 4/7/2002
89 pages

1999 - 2002 Collective Bargaining Agreement

between

MAYTAG

GALESBURG
REFRIGERATION PRODUCTS

and

International Association
of Machinists and
Aerospace Workers
(AFL-CIO)

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NOTE:

All references to gender are to be interpreted as neutral.
Implications of only masculinity or femininity are not
intentional.

Report all absences from work as soon as
possible by calling 343-0181

This Agreement, made and entered into by and between Maytag--Galesburg Refrigeration Products, Galesburg, Illinois (hereinafter referred to as the Company) and International Association of Machinists and Aerospace Workers, Local 2063, hereinafter referred to as the Union);

WITNESSETH: In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Article I: Scope and Purpose

1.01 It is the intent and purpose for the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and its employees, and to set forth herein the basic agreement respecting conditions of employment, hours of work and rates of pay to be observed by the parties hereto at Galesburg, Illinois, and that all agreements shall be in writing.

1.02 Any change, modification, variation in, or amendment to this Agreement shall be in writing and executed by representatives of the parties who have been duly authorized to execute such agreements.

No such change, modifications, variation or amendment shall be binding unless the above paragraph is complied with.

1.03 The waiver of any breach, or condition or right of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms, rights and conditions of this Agreement.

Article II: Recognition and Regulation

2.01 The Company recognizes the Union as the exclusive bargaining agency for the employees of the production, service, receiving, stores, shipping, inspection and maintenance departments excluding the following:

- a. Supervisor personnel (General Supervisors, Supervisor, and Assistant Supervisors.)

- b. Factory clerical employees.
- c. Office clerical employees.
- d. Guards and watchmen.

2.02 Supervisory personnel shall be designated as those with authority to hire, discharge, discipline or otherwise effect changes in the status of employees. It is recognized that the duties of supervisors are supervisory rather than manual, and the Company does not desire or expect supervisors, who are excluded from the bargaining unit, to perform manual work of the same type regularly performed by hourly employees under their supervision.

The Company agrees such work performed by supervisors shall be for emergency, training, experimental or developmental purposes only.

2.03 All employees of the Company included in this Agreement shall, subject to the following conditions, be members of the Union during the life of this Agreement:

- a. New employees shall become members at the end of a probationary sixty (60) day period of employment. Lay offs during said probationary period will not count toward the required sixty (60) days. Probationary employees shall have no seniority rights, but when such rights are acquired, seniority will date from the first day of employment, provided, however, that a continuous lay off of six (6) months before completing the probationary period shall terminate all rights. Dismissal of probationary employees is not a matter for settlement under the grievance procedure. The steward of each department shall be given a list of new employees coming in to the department.
- b. At the end of said sixty (60) day probationary period, the Company shall not continue in its employment any employees covered by this Agreement other than those belonging to, and who are members of, said Union and who are in good standing, and the Company shall cease to employ any employees who are not in good standing

in said Union at the end of said sixty (60) day period, and who do not continue in good standing, on being notified to that effect by the duly accredited representative of said Union.

- c. New employees hired between April 1 and September 30 in any calendar year will be subject to a 120-day probationary period. Any such employee who remains employed after the 120-day probationary period or after September 30 of each year will become a member of the Union subject to Section 2.03(a) and will be covered under the terms of this Agreement.

2.04 During the life of this Agreement the Company agrees to deduct from such paycheck of each month, as may be mutually agreed upon between the Company and the Union, initiation fees and dues, provided a signed authorization for such deduction and payment has been properly filed with the Company. Remittances of initiation fees and dues so collected shall be transmitted to the Financial Secretary, Local Lodge 2063, International Association of Machinists and Aerospace Workers. The employer will provide a separate check-off for employee MNPL contributions. The Union will pay the established start-up costs and annual administration fee to the employer when implemented.

2.05 The Union shall indemnify and hold the Company harmless from any claims, suits, demands and liabilities which may arise by reason of the Company's compliance with Sections 2.03 and 2.04 of this Article.

2.06 The Company and the Union agree that they will not discriminate against any employee because of race, creed, color, national origin, sex, age or disability.

Article III: General Conditions

3.01 When any employee covered by this Agreement shall become partially incapacitated and such employee is not then qualified to continue on the job, the Company and the Union shall have the right to place such employee in the position for which they feel the employee is best qualified.

3.02 The Company shall have the right to require any employee to submit to a physical examination at the Company's expense at any time deemed necessary. Such employee shall be paid for the time reasonably expended in submitting to such examination.

3.03 Payday shall be every Friday for first and third shifts and Thursday for second shift. When a contractual holiday falls on payday, the Company will pay the day before. All shortages, grievance payments, etc., of at least one (1) hour, shall be paid by separate check, if the employee so requests, or will be paid on the next check with a notation showing the adjustment.

- a. Paychecks will be distributed in the first half of the shift and any suspected shortages should be reported to the employee's supervisor by the mid-shift lunch break. The supervisor then will take the necessary steps to insure that all shortages of at least one (1) hour be paid before the end of the shift for the first shift employees.

With respect to second or third shift, the Company will endeavor to make payment before the end of the shift, but in no event later than the end of their next regular shift. Any adjustment of less than one (1) hour will be entered on the next payroll with a notation on the check showing the adjustments.

3.04 An employee who is injured during the course of employment, and due to such injury is placed on another job shall, when physically able, return to the classification held at the time of the injury, provided his seniority will warrant same; otherwise he shall exercise his seniority as required in Article VI, Sections 6.07 and 6.08. Employees injured in the course of their employment and who are unable to continue their employment by direction of a licensed physician, shall be paid their average earnings for actual time lost on the day the accident occurred, or the day first seen by the licensed physician, if not the day of the injury.

3.05 The Company shall provide, at no cost to employees, protective safety equipment, such as gloves for employees handling sharp-edged metal, or other special safety

equipment or apparel necessary to protect employees from sickness and injury.

Article IV: Management

4.01 The management of the business of the Company and the *direction of its personnel, including the right to plan, direct and control Company operations; to hire, discipline or discharge employees for just cause; to transfer, promote or lay off employees; and to maintain discipline, order and efficiency in its plant* are vested exclusively in the Company. The Company shall also have exclusive rights to determine the products to be manufactured, the establishment of working schedules, the methods, processes and means of conducting business. All other functions of the management *not expressly limited by this Agreement are reserved and vested exclusively in the Company, provided that nothing herein contained shall be used for the purpose of discriminating unfairly against any employee.*

Article V: Bulletin Boards

5.01 The Company shall provide a minimum of **twelve (12)** bulletin boards which may be used by the Union for posting notices restricted to:

- a. Notices of Union recreation and social affairs.
- b. Notices of Union elections.
- c. Notices of Union appointments and results of Union elections.
- d. Notices of Union meetings.

5.02 The Union shall be allowed to post notices of Union meetings on all departmental boards.

5.03 There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices or any kind of literature upon Company property, other than as herein provided.

these jobs unless there are no employees in the classification needed, then the least senior employees in the department and on the shift shall perform these jobs.

- b. If the senior employee elects to take a temporary lay off out of seniority, he or she shall waive their bumping privileges and return to their classification and shift at the end of temporary lay off.
- c. If the senior employee elects to work, the junior employee, thus laid off, may exercise his or her seniority rights within their department immediately and shall return to their regular classification and shift at the end of the lay off.
- d. In case two or more shifts are operating and time does not permit notification of employees involved, the employee may exercise his or her seniority within the department on another shift after equal hours of operation. Such seniority rights must be exercised on the next regularly scheduled work shift or the next shift on which the employee's classification is working, but not before the required four hour report-in pay.
- e. In the case of a temporary lay off of six (6) or less consecutive work days, an employee may immediately elect to exercise his seniority within the department or temporarily bump a probationary employee in Assembler Class I or Assembler Class III in section 200, even if it is a different department, and shall return to their regular classification and shift at the end of the lay off. When it becomes known to management that the temporary lay off is to exceed six (6) consecutive days, an employee may immediately elect to exercise his seniority within his department or transfer his seniority in accordance with Article VI, Section 6.07.
- f. Employees on temporary lay off will return to work on the date specified on their lay off notification unless such date has been extended by the Company. If the temporary lay off is extended beyond the original return to work date, such affected employee will be notified in accordance with 6.09(a). Such employee may exercise his

seniority to return to his classification if less senior employees in the classification are working, or remain on lay off for the duration of the lay off period not to exceed 60 days from the original lay off date.

- g. Such employees whose seniority does not allow them to return to their classification may then exercise their seniority and return to work in accordance with 6.07 or 6.08, or remain on lay off for the duration of the lay off period not to exceed 60 days from the original lay off date.
- h. In the case of a temporary lay off which is to exceed two consecutive work days, the employee will be given written notification specifying a date to return to work.
- i. An employee otherwise eligible to transfer his seniority under 6.07 or 6.08, but not permitted to do so because the anticipated duration of the temporary lay off is less than six (6) consecutive work days, will be permitted to do so upon being laid off for six (6) consecutive work days or upon being returned to work at the completion of six (6) days of temporary lay off only to be laid off again the same calendar week.
- j. Employees to be temporarily laid off because of a production shutdown or cutback in production in the department shall be notified at least 30 minutes in advance of being sent home. Such notice does not apply in cases of disciplinary suspension or discharge or where the failure to provide work results from violations of Article IX, Section 9.01, or fires, storms, floods or power failures meaning an interruption of electrical service.

6.07 In the case of an indefinite lay off, the following procedure shall be followed:

MINOR LAY OFF: Less than the majority of a department on a shift or less than 60 union employees plant-wide.

- a. When a surplus of employees in a classification in a department exists, the least senior employee in the

classification in the department and on the shift where the surplus exists, shall first be laid off.

- b. At the time an employee is notified of a minor, indefinite lay off, he must notify the human resources department within two working days from the end of the shift on which the notice was given. Such employee shall exercise his seniority in such other classification or shift as he may select, provided he is physically qualified to perform the required job duties. The least senior employee in such classification and shift so selected shall then be laid off out of the classification at the end of the shift on which the bump occurred.

Notwithstanding 6.07(b), the displaced employee may be retained for up to two (2) days pending qualification of the transferring employee. Such employee may decline retention.

- c. In the event of an indefinite lay off (an indefinite lay off is defined as one in which the Company is not able to give the employee a definite date to return to work, or the lay off exceeds 60 days), the Company shall, whenever possible, give each employee three working days notice of such lay off. At the completion of such three days, or upon being laid off for an indefinite period without such notice, or after six working days temporary lay off, or in the case of temporary lay off which will extend beyond six successive days, any employee shall be allowed to transfer his seniority to any department having employees of lesser seniority.
- d. Upon exercising his seniority, (commonly referred to as bumping), the employee shall choose a classification in which employees having lesser seniority are presently working or a classification in which a vacancy exists under Article VII and in which the employee desires to work. The employee in the classification will then be laid off, unless the employee bumping into the classification has filled a vacancy that has been posted. Such laid off employee shall be entitled to exercise his seniority within the department, without losing his bidding rights, or may

elect to exercise his seniority plant wide, in which event the employee will lose his bidding privileges for 90 days.

- e. Employees bumping into a classification will have three (3) working days in which to qualify. Employees satisfactorily completing such qualifying period shall remain in this classification for a period of ninety (90) days before he is eligible to bid. In the event the employee does not qualify within the allotted time, he shall be transferred to a classification agreed upon by the Company and the Union, where his seniority will permit, and shall remain in such classification for a period of four (4) months before he is eligible to bid. Employees will not be allowed to bump into the following classifications unless they have satisfactorily performed the required duties on a straight-time basis:

<u>Class No.</u>	<u>Class Name</u>
056	Silver Brazier
069	Foam System Tech
068	Foam Process Control Opr.
150	Extruder Operator
212	Final Coat Tech
213	Metal Prep Operator
206	Process Controller
019	Process Associate
190	Foam Fixture Set-Up
011	Crane Operator
133	Solder Machine Operator
141	Repair Unit Assembly
080	CMM Inspector
167	Repair. Damaged Refrig.

- 6.08 In the case of a major indefinite lay off, the following procedure shall be adhered to:

MAJOR LAY OFF: The majority of a department on a shift or more than 60 union employees plant-wide.

- a. The Union and employees will be notified at least ten (10) days prior to the anticipated date of the upcoming lay off.

- b. Prior to the anticipated date of the lay off, the Company will identify and notify those employees with seniority who will still be eligible to work after the anticipated date. These employees will be eligible to bump as their seniority permits.
 - c. Any employee who exercises his seniority as a result of a major lay off shall inform the Company, within two (2) days of notification of lay off, where he desires to be transferred to.
 - d. The Company will identify and notify those low seniority, active employees who, by virtue of their seniority, will not be able to continue working after the anticipated date of lay off. These employees will be laid off on the anticipated date and will not be allowed to bump.
-

6.09 Senior employees will be recalled from lay off on the basis of their seniority provided they are physically qualified to perform the duties of the job. The employee having the most plant seniority shall be first recalled and shall have preference of classifications open. The Company shall have the right to recall laid off employees at any time vacancies require the hiring of new employees. Such employee may accept recall to the available opening, or may exercise his seniority into such classification in which employees of lesser seniority are currently employed. If the employee fails to qualify, he or she will be placed in accordance with Article VI, 6.07(e). Laid off employees may exercise their seniority on the successful bidder for a job opening prior to his being released; such bid will then be canceled, and the bidder shall not be considered the successful bidder and shall remain in his present classification. On job bids posted more than five (5) work days prior to the start of the posted job, the otherwise successful bidder who is "bumped" prior to going on the job will be allowed to exercise his seniority or remain in his present job classification. A laid off employee who is given an opportunity to return to work in accordance with this Section shall accept such opportunity and shall lose his bidding privileges for ninety (90) days.

- a. Two calls must be given to employees laid off, the last of which must be by certified mail to the employee's last know address. The certified mail receipt or return of the letter unclaimed shall be sufficient proof of such notification.
- b. Any employee failing to return to work in accordance with this Section shall lose all seniority.
- c. Employees laid off and desiring to retain their seniority rights must keep their addresses known to the human resources department at all times. Address changes shall be made in triplicate on a form provided by the Company, with one copy to be retained by the Company, one copy to be given to the employee, and one copy to be given to the Union.

6.10 LOAN OUTS AND TEMPORARY ASSIGNMENTS

A *loan out* is defined as movement by an employee from one department to another on the same shift. *Temporary assignment* is defined as movement of an employee, within their department and shift, from their own classification to another.

- a. When it is necessary to loan an employee from one department to another, the loan shall start at the bottom of the seniority list within the classification of the department from which the loan is made. **Loans outside the section will be by seniority and will be voluntary.** Employees transferred to a different classification shall be paid year-to-date average or the rate of the higher classification, whichever is greater. Such loan shall not extend beyond ten (10) work days per employee in all sections, except loans within the maintenance section may extend up to three (3) calendar weeks when made for the purpose of temporarily replacing vacationing employees. At the end of such period, the loaned employee shall be returned to his regular classification in his regular department, and if a surplus of employees exists therein, he shall exercise his seniority in the manner provided in subparagraphs (c) and (d) of 6.07.

- b. Loans made within the employee's classification and section shall be compulsory; otherwise, it shall be optional with the employee. No employee will be loaned, transferred or assigned on a straight-time basis to another department during hours when employees of that classification are not regularly scheduled, so as to avoid scheduling employees of the department on overtime.
- c. Whenever work or a job is removed from its regularly scheduled department, such employee or employees regularly assigned to this work or job shall exercise the option to be transferred with the job or work, or exercise seniority.
- d. Whenever an employee is temporarily transferred to a different classification within a department for more than one (1) hour, ~~he shall be paid at the rate of the~~ higher rated classification or the employee's year-to-date average, whichever is greater, for all hours worked. Such transfers will not be made in a discriminatory manner, or cause hardship on the part of the individual.
- e. Temporary assignments will not be used to circumvent the bidding procedure and are intended for the purpose of filling in for absenteeism and other practical reasons such as infrequently run operations.
- f. Temporary assignments shall be on the basis of seniority within the classification. When a senior employee declines a temporary assignment, the Company shall assign the most junior, qualified employee available. No employee will be temporarily assigned for more than ten (10) work days per employee in all sections, except in section 200 where the temporary assignment may be for up to fifteen (15) work days per employee, and except in those cases where the Company is replacing absent employees due to jury duty, bereavement leave, leave of absence, and Union business, in which case the temporary assignment may extend up to twenty (20) consecutive work days per employee. It is understood that the

aforementioned jobs will not be posted for bid. It is also understood that job vacancies created by a vacationing employee will not be posted and the Company may temporarily assign employees to fill the vacant job for the duration of the vacation absence. The Company shall provide departmental stewards with copies of temporary transfer sheets. **It is understood that job vacancies caused by rework scheduled to be performed in department 1801 will not be posted for a period not to exceed 30 work days.**

- g. *Temporary assignments shall not be used as a device to regularly, permanently, or semi-permanently keep an employee on temporary assignment or transfer, nor will they be used to circumvent the overtime bidding procedure after the ten (10) day rule has elapsed.*
- h. *At the end of the temporary assignment, if a surplus of employees exists in the classification, the least senior employee will be allowed to exercise seniority or remain in the present job classification.*

- 6.11 *Whenever a shift is scheduled to work less than seventy-five percent (75%) of the scheduled work week of the other shifts for two consecutive weeks, such shift workers thus affected shall have the right to exercise their seniority in accordance with the seniority provisions of this contract.*
- 6.12 *Any employee working an irregular shift can not be bumped by anyone on temporary lay off until he has worked an equal number of hours that day as the employee bumping him.*
- 6.13 *In the event plant vacancies are posted during a period of lay off, such employees on the lay off list being older in seniority than the successful bidder from the plant, shall be given an opportunity to fill the vacancy.*
- 6.14 *Temporary bids will be considered in departments for periods of plant shutdown for vacations and inventory only. At the completion of such temporary bid, the employee will return to his classification in his regular department.*

6.15 INVENTORY

- a. The Company reserves the right, in its sole discretion, to take inventory and to use whatever personnel it deems necessary, if the inventory is taken during the annual vacation shut down.
 - b. In the event inventory is taken at a time other than vacation shut down, the inventory shall be taken by bargaining unit personnel, in conjunction with the necessary clerical and managerial personnel. Those necessary bargaining unit personnel will be chosen on a basis of seniority and qualifications.
 - c. In the event that bargaining unit personnel are used for either 6.15(a) or 6.15(b) above, they shall be paid at their year-to-date average hourly rate.
-
- d. In the event the taking of inventory in any department shall extend beyond a period of one calendar week, and any non-inventory work is required to be performed therein after such period, the non-inventory work shall be awarded to the employees with the greatest departmental seniority and they shall receive pay therefore at their year-to-date average hourly rate.

Article VII: Job Placement

7.01 JOB VACANCIES

- a. Any vacancies shall be posted for 24 hours on the plant bulletin boards. The Company shall first attempt to fill the vacancy with the senior eligible bidder from the department in which the vacancy occurs. However, a vacancy resulting from a bid award in Assembler Class I and Assembler Class III in section 200 occurring between April 1 and September 30 of each year can be filled during such periods without having to post under this paragraph.
- b. If the vacancy is not filled by a bidder from the department in which the vacancy occurs, the Company

shall next attempt to fill it by a bidder from other departments.

- c. *When more than one bid is posted, the bid with the highest rate shall be awarded first, then the next highest rated bid, and down the rate order until all such bids are awarded.*
- d. *If more than one employee bids to fill this vacancy, it shall be awarded to the one holding the most plant seniority, provided he is mentally and physically, qualified to perform required duties; however, lack of experience in itself will not be the cause of disqualification. The Company shall submit to the Union grievance committee the case of any employee it deems unfit to fill such vacancy before transferring him to the new job.*
- e. *The employee awarded the job shall be transferred within five working days, unless a longer time has been mutually agreed upon among the Company, Union steward and the bidder in writing. Such employee shall have a qualification period of five working days. If the Company determines that he is not qualified to perform the job after such time, he shall then be transferred to such classification where his seniority will permit, as may be mutually agreed to by the Company and the Union, and shall lose his bidding privilege for a period of six (6) months. Employees bidding into the classification of Tool Crib Attendant shall have a qualification period of 30 days.*

7.02 The Company and the Union agree that reasonable efforts should be made by the supervisor to advise an employee during his qualifying period of any dissatisfaction with his performance so that he may have an opportunity to correct any deficiencies in his performance. It is further agreed that while the supervisor has the responsibility for training, such training may be assigned to others as required.

7.03 No employee shall be allowed to bid for a vacancy until he has attained six (6) months seniority with the Company.

7.04 Any employee being the successful bidder for a vacancy or who is transferred will be required to hold this job for a period of three months from date of bid or transfer before he is eligible to bid.

- a. Where one or more employees, without bidding rights, have bid for a vacancy, the Company will transfer one of the ineligible bidders rather than hire a new employee, the senior employee shall be transferred in those cases where the effect of the transfer would permit a change in shift assignment on the basis of seniority within the employee's classification. In cases where ineligible bidders are considered for transfer to another classification, and the employees involved have approximately equal qualifications, the senior employee shall be entitled to the transfer.

7.05 If no employee bids to fill a vacancy, the Company shall be free to hire new employees, except that if the opening has not been filled within thirty (30) days and the opening still exists, then the job shall be reposted as per this Article VII.

Article VIII: Union Representation

8.01 The President and Vice President of the Local Lodge, or in their absence, their designated representatives, shall be paid for time lost from work while functioning as a Union representative. Such payment in any one work week will not exceed a total of forty (40) hours for each the President or Vice President, including the time, if any, paid their designated representatives in their absence. Such Union representatives shall be paid at the assigned job rate, plus cost of living allowance, or the year-to-date average, whichever is higher.

- a. When the Union President or his designee shall determine that additional assistance is required, he shall notify the General Superintendent or Supervisor and such permission shall not be withheld.

8.02 The Company will recognize a sixth grievance committee member, designated by the Union, who shall function as

the Chief Steward on the second shift. Such grievance committee member shall be paid for time lost from work while functioning as a Union representative, up to a maximum of forty (40) hours in any one week. Such Union representatives shall be paid at the assigned job rate, plus cost of living allowance, or the year-to-date average, whichever is higher.

- 8.03 Other grievance committee members shall be allowed reasonable time off the job to meet with management, investigate grievances, and attend grievance meetings, for which they will be paid their year-to-date average rate, or rate of the job plus cost of living allowance, whichever is greater, for such time lost from work.
- 8.04 Each shift in all departments must have a steward, unless a department is operating at a reduced force, at which time the Union committee will treat departments as being combined for the purpose of operating with one (1) steward.
- a. There shall be no more than one (1) steward for each shift in each department, unless agreed to by the Company. Each steward must be carried on the seniority list of the department he represents.
 - b. The Union agrees to provide, at all times, an up-to-date list of Union approved stewards to the human resources department.
 - c. Departmental stewards shall be allowed reasonable time off the job to investigate grievances pertaining to their departments on Company time, and such permission shall not be arbitrarily withheld. When it is necessary for a steward or a committee member to leave his department to investigate grievances (i.e., Time Study, Human Resources, etc.), he shall make arrangements to ascertain that the person is available. Time lost from work while engaging in approved activity shall be paid at the steward's year-to-date average rate, or rate of job plus cost of living allowance, whichever is greater.

- 8.05 All time spent in handling grievances and Union business is to be credited toward all seniority and service rights and all benefits such as vacation, pensions, holidays, and all other provisions under this Agreement.
- 8.06 The grievance committee shall be made up of not more than seven (7) members, including one (1) Union steward.
- 8.07 The Union agrees not to solicit membership or transact business on Company time or property without prior approval of the Company, except as provided for in this Agreement. The election of stewards, membership on the safety committee, participation in the work of the welfare committees, and similar activity is considered approved activity.
- 8.08 The safety committee shall meet **twice** monthly to review safety conditions in the plant with the standards/safety representative and the Manager, Occupational Safety and Health, or other management representative.
- a. The Union grievance committee and safety committee will give the Company, in writing, all safety complaints submitted to them prior to contacting OSHA. The purpose of this is to allow the Company an opportunity to resolve each complaint before contacting OSHA.
 - b. The employer and the Union shall recognize a standards/safety representative who is charged with ensuring that labor standard disagreements and safety issues are dealt with in an unbiased, technically correct manner.
 - c. Selection for the standards/safety representative shall be made by the Union president with the approval of the Union's executive board.
 - d. The term of office shall be for a two (2) year term of office from the date of appointment.
 - e. Such representative shall be paid for time lost from work while functioning as a standards/safety representative up to a maximum of 40 hours in any one

week at the assigned job rate, plus cost of living allowance, or the year-to-date average, whichever is higher.

- f. The employer and the Union will equally share the cost of any mutually agreed upon training for the standards/safety representative. Either party may send such representative to programs of their own choice but at their own expense.

Article IX: Strikes and Lockouts

- 9.01 The Union, and the employees it represents, agrees that it will condemn and will not authorize, encourage or promote any curtailment or restriction of production, sit-down, slow-down or other form of strike or work stoppage on the part of any employee, or groups of employees, in the unit covered hereby; that it will, in good faith, attempt to prohibit the same and that engaging in any sit-down, slow-down or other strike or work stoppage, except as provided in Article XI, 11.05, on the part of any employee or groups of employees in the unit covered hereby shall be grounds for immediate disciplinary action, including discharge, by the Company of any or all such employees or groups of employees; it being understood that such disciplinary action, including discharge, may be subject to the grievance procedure.
- 9.02 There shall be no lockout by the Company during the term of this agreement.

Article X: Disciplinary Action

- 10.01 In recognition of the need for uniform rules governing employee conduct, and to insure the efficiency of plant operation and the safety of all employees, the rules hereafter described are hereby established.
- 10.02 Each violation of these rules carries on of the following penalties.

1. Written warning
2. Final written warning
3. Lay off of two days
4. Discharge

10.03 In the following rules, the number appearing after each indicates the penalty which will be imposed for the first offense. Repetition of the same offense will cause the next higher penalty indicated above to be invoked. All penalties under one rule shall be effective for a period of one (1) calendar year from the date the first violation was received.

The following conduct is prohibited:

1. Insubordination: refusal to perform, or the deliberate improper performance of work assigned by the supervisor or other superior. [3]

2. Intoxication: Being on duty under the influence of alcohol or illegal substances, or possessing illegal substances or alcohol on Company premises. (On the occasion of the first offense, the employee will be subject to a disciplinary suspension of 30 calendar days and discharge on the occasion of the second offense.)
3. Punching another employee's time or clock card. [3]
4. Intentional damage to, destruction of, or removal of property belonging to the Company or other employees. [4]
5. Disorderly conduct: Running, pushing, horseplay or other obvious menaces to safety of other employees. [1]
6. Four garnishments or assignments of wages. (Discipline up to and including discharge.)
7. Smoking, except in designated areas and only at time specified. [1]

8. Leaving plant premises during scheduled working hours without written authorization from the supervisor, factory superintendent, nurse or human resources. Such written authorization to be left with guards at gate of departure. (First offense, warning; second offense, discharge.)

Failure to complete scheduled shift after lunch period without permission of the supervisor. (First offense, warning; second offense, discharge.)

9. Failure to cooperate in maintaining health standards or keeping the premises in a sanitary condition. [1]
10. Failure to comply with safety instructions. [1]
11. Giving false statements to the Company, falsifying work or other Company records (12-month statute of limitation). [4]
12. Failure to cooperate when time studies are being made, or after standards have been put into effect; insufficient effort or deliberate slowing down. [1]
13. Refusal to submit to a physical examination by a licensed physician at the Company's expense when requested by an authorized representative of management. [2]
14. Sleeping on duty. [4]
15. Absence of three consecutive working days without reporting to the human resources department. Phone 343-0181 to be available for such purposes 24 hours a day. [4]
16. Failure to open lockers for inspection upon request of the Company at any time. [1]

17. Incompetency. [4]
18. Employees shall not be permitted to work unless wearing low or military heels and other clothing consistent with safety regulations. [1]
19. Fighting. [3] **Aggravated assault [up to and including 4] (defined as an assault where serious bodily injury is inflicted on the person assaulted, or a particularly fierce or reprehensible assault.)**
20. Entering or leaving the plant premises at any time by means other than a gate at which a Company watchman is on duty. [2]
21. Leaving your regular work station before the end of the regular shift for the purpose of lining up at the time clock. [1]

10.04 Excessive absenteeism or excessive tardiness from employment, without justifiable cause, shall subject such employee to discipline, including discharge. Absence from employment shall not be construed as days absent for the purpose of this rule for time lost due to disability incurred while in the line of employment; any absence granted by the Company, including the nurse and supervisor; illness of the employee evidenced by the certificate of a physician to be filed with the human resources department upon return to work, or during such other time as may be granted by the human resources department; death in the immediate family or the in-laws of such employee. It is agreed that the above-named justifiable reasons are not the only reasons that shall be construed as being justifiable. The penalties for excessive absenteeism or excessive tardiness shall be as set forth in 10.02 and 10.03 of this Article X.

10.05 Employees charged with offenses shall be informed of such in writing. A hearing, if requested, will begin in Step 2, Article XI, Grievance Procedure, within five (5) days after the date of such request. An employee charged with an offense may be suspended by the Company pending hearing and decision of the case. In the event the employee

is found not guilty of the violation charged, he shall be reinstated and paid for the time lost. Any employee so charged with an offense shall be given at least forty-eight (48) hours notice of the time of his hearing. The Union is to be furnished a copy of all penalties under this Article.

Article XI: Grievance Procedure

11.01 Should any complaint regarding the meaning or application of any provision of this Agreement arise between the Company and the Union, or as to the compliance of either party with any of its obligations hereunder, negotiations shall be carried on in accordance with the following procedure:

- a. *Step 1.* The employee should first discuss any grievance with the supervisor. If the grievant requests, the appropriate Union steward may be present during this discussion. Grievants who do not discuss the grievance with their supervisor shall not participate in the Step 2 meeting.

If the grievance is not resolved in the above discussion, the grievance shall be presented in writing to the supervisor. All complaints presented to the supervisor shall be answered by him as soon as possible, but not to exceed three (3) working days, unless a longer period is agreed to by the steward and the supervisor. Any complaint presented to the supervisor in writing by the employee or his steward shall be answered in writing. Overtime bid sheets or call-in sheets that are involved with and specific to the written grievance will be attached to the grievance answer. Answers to all such grievances are to be given to the Union steward.

In the event there is no steward in the department, said answer will be given to the Union president by placing the answer in the mailbox in the human resources department designated for such purpose.

- b. *Step 2.* If the complaint or dispute is not settled in Step 1 above, such grievance, in writing, shall be appealed

by the Union committee to Step 2 within ten (10) working days after the answer is received from the supervisor. Such meeting shall be held every other Friday, if there are any second step appeals on file, and shall begin no later than 9 a.m. **for shift one and shift three grievances, and no later than 1:30 p.m. for shift two grievances,** and shall continue for the remainder of the shift, unless such meeting terminates earlier because all grievances have been discussed.

Step 2 meetings can be held at other times as mutually agreed to by the parties. All grievances appealed during the ten (10) work days immediately preceding the regular scheduled meeting will not be considered at that meeting, but will be considered at the next regular meeting thereafter.

The Company representatives in Step 2 shall consist of the **manager, employee relations, or designee, the manufacturing superintendent and/or the general supervisor involved,** accompanied by other representatives as appropriate. Union representatives in Step 2 shall consist of the local Union grievance committee, **the steward,** accompanied by the International Representative, as appropriate. The grievant may also attend the Step 2 meeting if he is not afforded the opportunity to be present in Step 1 of this procedure.

The Company shall prepare its Step 2 written answer and deliver it to the Union within ten (10) working days following the meeting, unless a longer period of time is agreed to by the parties.

- c. **Step 3 - If the complaint or dispute is not settled in Step 2 above, such grievance in writing shall be appealed by the Union committee to Step 3 within ten (10) working days, after receiving the Company's written Step 2 answer.**

The Company representatives in Step 3 shall consist of the **manager, employee relations, vice president human resources, and the director, manufacturing.** Union representatives in Step 3 shall consist of the

Local 2063 grievance committee, accompanied by the International representative, as appropriate.

Such Step 3 meeting shall be held on the last Friday of every other month. Other Step 3 meetings can be held at other times mutually agreed to by the parties.

The Company shall prepare its final written answer and deliver it to the Union within ten (10) working days following the meeting, unless a longer period of time is agreed to by the parties.

- 11.02 If the dispute or complaint is not settled in Step 3 above, the complaining party shall, within thirty (30) calendar days, excluding days of plant shutdown, after the answer is received, petition the grievance to arbitration. The arbitrator shall be selected from a permanent panel of five (5) arbitrators which the Company and the Union shall select. These five (5) permanent arbitrators will be selected from a panel from the Federal Mediation and Conciliation Service.

Either party shall have the right to terminate the services of one of the five (5) permanent arbitrators at any time. This must be done in writing. When this is done, the Union and the Company shall immediately request another panel of arbitrators from the Federal Mediation and Conciliation Service and the parties will attempt to jointly select an arbitrator. If an agreement can not be reached from this panel, the parties will obtain a second panel from which to select an arbitrator. It is further understood that when either party terminates an arbitrator, the remaining panel will remain active and will be used until a full panel exists.

- a. If the grievance is not petitioned to arbitration within said thirty (30) days, this issue shall be considered resolved as per the Company's last answer.
- b. In no case will more than two (2) issues be heard by the arbitrator at a time.

- c. Arbitration dates will be jointly selected and scheduled between the parties on a quarterly basis for the purpose of arbitrating in a more expeditious manner.
- 11.03 The expense of the arbitrator shall be borne equally by the parties to the arbitration.
- 11.04 The decision of the arbitrator shall be binding and final on both parties, and the arbitrator shall have no authority to change, modify, add to or subtract from any provision of this Agreement.
- 11.05 In the event the Company shall refuse to comply with a decision of the arbitrator or shall refuse to agree to the arbitration, under the procedures of this Article, of a complaint as defined in 11.01, the Union may engage in a strike against the Company until such time as the Company shall comply with the decision or shall agree to the arbitration of the complaint. Before the Union may institute such strike, it shall first obtain approval for such action from the president of the International Association of Machinists and Aerospace Workers, and shall give the Company 30 days notice of its intent to institute such strike, which notice may not be given until after the refusal by the Company, and after the obtaining of such approval. However, the Company and the Union acknowledge that each party has certain rights under applicable laws.
- 11.06 If the dispute in issue involves a work standard and no member of the permanent panel is skilled in industrial engineering techniques, then it is agreed to request from the Federal Mediation and Conciliation Service a panel of arbitrators who are skilled in industrial engineering techniques. The parties will then meet to select an arbitrator from said panel.
- 11.07 It is agreed and understood between the Union and the Company that any complaints or disputes, at any step of the procedure, shall be considered as being settled if either party fails to present it to the next step of the procedure within the time designated.

- a. It is also understood that the time limit designated at any step may be extended by mutual agreement between the Union and the Company.

- 11.08 It is further understood and agreed between the Union and the Company that in Step 2 the Union committee shall consist of such members of the grievance committee of the Union as the president of the Union may designate, up to a total of seven (7). The Director, Employee Relations, or designee, and other management representatives shall be permitted to have additional Company representatives participate, if they so desire. The Union shall have the right to have its time study engineer observe any operation which is the subject of a complaint or grievance and participate in Step 2 of the grievance procedure.
- 11.09 Compensation for grievances caused by errors in lay off or recall shall be paid for actual working time lost thereby, not to exceed thirty (30) calendar days.
- 11.10 In grievances involving payments, the Company shall pay the first eligible grievance submitted within ten (10) working days of the Company's answer; if not possible, the reason for nonpayment shall be communicated to the Union.
- 11.11 Unless a grievance is filed in writing in Step 1 within ten (10) working days from the date of the occurrence of the alleged grievance, it will not be considered under the above procedure.
- 11.12 All grievances and answers thereto shall specify the Articles and Sections concerned. Sufficient information shall be given to permit adequate consideration of the matter. Failure to comply with this requirement shall not prejudice the rights of either party with respect to the grievance.

Article XII: Leaves of Absence

- 12.01 Representatives of the Union shall be given fifteen (15) working days consecutively to attend conventions or other

official business of the Union. Ten (10) days notice for such leave of absence shall be given the Company, except in cases of extreme emergency, and not more than ten (10) employees shall be absent at any one time for such purposes. An employee shall be given a leave of absence, without pay, when it becomes necessary to be absent a longer period of time because of his duties as an elected or appointed officer or representative of the International Association of Machinists and Aerospace Workers, and shall accumulate seniority. Upon his retirement from such office or appointment, he shall be entitled to return to his old position, or a position of the same class, upon condition that he shall report within thirty (30) days from the time his term of such office shall expire.

- 12.02 An employee may apply for leave of absence by stating the reason in writing ten (10) working days prior to the starting date-of-said-leave-(except-in-case-of-emergency). The Company will grant or deny such application for leave depending on its merits and shall notify the employee in writing of its decision. A copy of such notification will be furnished to the Union.
- 12.03 A leave of absence will automatically be granted for a death in the immediate family or an in-law of the employee. A leave of absence may be granted for an illness in the immediate family or an in-law of the employee. Such leaves will not be unreasonably withheld.
- 12.04 Any employee who is granted a leave of absence of ten (10) working days or more, upon his return will be assigned to the classification, department and shift which he left, if available, and provided he is able to satisfactorily perform same; otherwise he shall exercise his seniority as defined under Article VI, 6.07(c), (d) and (e).
- 12.05 An employee returning from a leave of absence of one week or more shall notify the human resources department of his intent to return by 4 p.m. the day prior to his return. Failure to comply with the provisions of this Section shall relieve the Company of any obligation to reemploy the said employee until the above paragraph has been complied with.

Article XIII: Military Service

- 13.01 The Company agrees that employees who enter upon active service in the military services of the United States, whether through Selective Service or volunteer, shall be allowed to exercise his seniority upon return from such service, provided the employee:
- a. has received a certificate to the effect that he has satisfactorily completed the service required;
 - b. is still qualified to perform the duties of such position or other work available.
 - c. makes application for re-employment within ninety (90) days after being released from his active duty or released from his active duty service from hospitalization continuing after his discharge.
- 13.02 This Article shall be amended in accordance with any changes in the now existing Federal Statutes regarding this Article.
- 13.03 Vacation pay earned will be paid to the employee at the time of entering the service, provided such employee makes timely application for a military leave, and, in fact, enters the military within 30 days.

Article XIV: Holiday Pay

- 14.01 The observed holidays for the term of this Agreement are as follows:

<u>1999</u>	
<u>Holiday</u>	<u>Observance Date</u>
New Year's Day	Fri., January 1, 1999
Good Friday	Fri., April 2, 1999
Memorial Day	Mon., May 31, 1999
Independence Day	Mon., July 5, 1999
Labor Day	Mon., September 6, 1999
Thanksgiving Day	Thurs., November 25, 1999
Thanksgiving Friday	Fri., November 26, 1999

Christmas Eve (observed)	Thurs., December 23, 1999
Christmas Day	Fri., December 24, 1999
Floater	Mon., December 27, 1999
Floater	Tues., December 28, 1999
Floater	Wed., December 29, 1999
Floater	Thurs., December 30, 1999
New Year's Eve	Fri., December 31, 1999

2000

<u>Holiday</u>	<u>Observance Date</u>
New Year's Day (observed)	Mon., January 3, 2000
Good Friday	Fri., April 21, 2000
Memorial Day	Mon., May 29, 2000
Floater	Mon., July 3, 2000
Independence Day	Tues., July 4, 2000
Labor Day	Mon., September 4, 2000
Thanksgiving Day	Thurs., November 23, 2000
Thanksgiving Friday	Fri., November 24, 2000
Christmas Eve (observed)	Fri., December 22, 2000
Christmas Day	Mon., December 25, 2000
Floater	Tues., December 26, 2000
Floater	Wed., December 27, 2000
Floater	Thurs., December 28, 2000
New Year's Eve (observed)	Fri., December 29, 2000

2001

<u>Holiday</u>	<u>Observance Date</u>
New Year's Day	Mon., January 1, 2001
Good Friday	Fri., April 13, 2001
Memorial Day	Mon., May 28, 2001
Independence Day	Wed., July 4, 2001
Labor Day	Mon., September 3, 2001
Thanksgiving Day	Thurs., November 22, 2001
Thanksgiving Friday	Fri., November 23, 2001
Floater	Fri., December 21, 2001
Christmas Eve	Mon., December 24, 2001
Christmas Day	Tues., December 25, 2001
Floater	Wed., December 26, 2001
Floater	Thurs., December 27, 2001
Floater	Fri., December 28, 2001
New Year's Eve	Mon., December 31, 2001

2002

Holiday	Observance Date
New Year's Day	Tues., January 1, 2002

- 14.01 (a) The observed holidays for employees hired on or after January 1, 1995, are as follows:

1999

Holiday	Observance Date
New Year's Day	Fri., January 1, 1999
Good Friday	Fri., April 2, 1999
Memorial Day	Mon., May 31, 1999
Independence Day	Mon., July 5, 1999
Labor Day	Mon., September 6, 1999
Thanksgiving Day	Thurs., November 25, 1999
Thanksgiving Friday	Fri., November 26, 1999
Christmas Eve (observed)	Thurs., December 23, 1999
Christmas Day	Fri., December 24, 1999
New Year's Eve	Fri., December 31, 1999

2000

Holiday	Observance Date
New Year's Day (observ.)	Mon., January 3, 2000
Good Friday	Fri., April 21, 2000
Memorial Day	Mon., May 29, 2000
Independence Day	Tues., July 4, 2000
Labor Day	Mon., September 4, 2000
Thanksgiving Day	Thurs., November 23, 2000
Thanksgiving Friday	Fri., November 24, 2000
Christmas Eve (observed)	Fri., December 22, 2000
Christmas Day	Mon., December 25, 2000
New Year's Eve (observ.)	Fri., December 29, 2000

2001

Holiday	Observance Date
New Year's Day	Mon., January 1, 2001
Good Friday	Fri., April 13, 2001
Memorial Day	Mon., May 28, 2001
Independence Day	Wed., July 4, 2001
Labor Day	Mon., September 3, 2001

Thanksgiving Day	Thurs., November 22, 2001
Thanksgiving Friday	Fri., November 23, 2001
Christmas Eve	Mon., December 24, 2001
Christmas Day	Tues., December 25, 2001
New Year's Eve	Mon., December 31, 2001

2002

Holiday	Observance Date
New Year's Day	Tues., January 1, 2002

Employees hired after January 1, 1995, will be eligible for one floater for each additional year of service up to the 14 holidays as specified in 14.01 above.

14.02 The employee shall have worked his last scheduled work day prior to, and his next scheduled work day after, such holiday unless:

1. excused by the human resources department in writing prior to such holiday;
2. unable to do so because of illness or injury, evidenced by the attending physician's certificate;
3. unable to do so because of death in the immediate family.

14.03 The employee must have performed some work during the week in which the holiday falls.

14.04 The provisions of this subsection will not apply in the following cases:

- a. An employee laid off within fourteen (14) calendar days prior to the holiday.
- b. An employee granted a leave of absence within fourteen (14) calendar days prior to the day of the holiday.
- c. An employee whose absence commences within fourteen (14) calendar days prior to the day of the

holiday because of illness or injury evidenced by the certificate of his attending physician.

- d. Any employee not having completed his probationary period shall not be qualified for holiday pay. An employee will not be qualified for holiday pay during the probationary period except where the 60th day of the employee's probationary period falls on one of two or more successive holidays observed under the Agreement, in which event the employee shall be paid for the holidays if he otherwise qualifies.

- 14.05 When any one of the above enumerated holidays fall on Saturday, the preceding Friday shall be observed as the holiday, and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- 14.06 In the case of two (2) consecutive holidays, one or both of which fall on Saturday or Sunday, the observance of the holiday shall be scheduled so as to constitute four (4) successive days in connection with the Saturday and Sunday.
- 14.07 When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday. Any holiday falling in a vacation week may be taken at a different date.
- 14.08 Employees eligible under these provisions shall receive eight (8) hours pay at their year-to-date average hourly rate.
- 14.09 Employees who have accepted such holiday work assignment and then fail to report for and perform such work without reasonable cause acceptable to management, shall not receive pay for the holiday.
- 14.10 In applying this procedure, when any of the above enumerated holidays falls on Sunday and the following day is observed as the holiday by the state or federal government, it shall be paid as such holiday.

Article XV: Vacations

15.01 One week's vacation shall be granted each employee on the active payroll as of June 1 each year, who has established one year's seniority; two weeks vacation for each employee who has established two year's seniority, but less than eight (8) years; three weeks vacation for each employee who has established over eight (8) year's seniority but less than thirteen (13) years; four weeks vacation for each employee who has established over thirteen (13) year's seniority but less than eighteen (18) years; five (5) weeks vacation for each employee who has established over eighteen (18) year's seniority but less than thirty (30) years; and six (6) weeks vacation for each employee who has established thirty (30) year's seniority as of September 1 of the vacation year.

a. ~~Employees hired after 4-12-92 will not be eligible for more than five (5) weeks of vacation.~~

15.02 Vacation pay shall consist of two percent (2%) for one week, four percent (4%) for two weeks, six percent (6%) for three weeks, eight percent (8%) for four weeks, ten percent (10%) for five weeks, twelve percent (12%) for six weeks, of the individual gross earnings during the period June 1 to June 1, and based on his seniority as of September 1. The term "gross earnings" shall mean the employee's actual payroll earnings during such period, including overtime.

Such vacation pay shall be payable to each employee the Friday preceding the vacation period. Any employee whose service is terminated by death, retirement, or injury shall be paid vacation pay pro-rated according to his length of service beyond June 1st. This provision will also apply to any employee who quits, provided he has attained three (3) year's seniority.

15.03 Employees with less than one (1) year of seniority as of September 1 of each year will receive their vacation pay on their anniversary date and the following June 1st will receive the appropriate percentage of their gross earnings from their anniversary date to June 1.

15.04 The Company retains the right to schedule a one week vacation period according to its work requirements. If scheduled, it will be in conjunction with the Christmas and New Year's holidays. The Company will give employees notice of vacation shutdown plans at least 30 days prior to any shutdown and once posted will not be changed, except by mutual agreement.

- a. Each eligible employee may elect to take up to two (2) weeks of the vacation time off (or more if work requirements permit) to which he is entitled between April 1 and September 30 of each year. Employees may elect to take up to two consecutive weeks of vacation during the following periods:

between May 31 and August 21, 1999;

between May 29 and August 19, 2000;

between May 28 and August 18, 2001.

Vacation schedules will be posted prior to March 1 of each year and filled starting April 1. Vacations will be scheduled and filled according to seniority within each department.

15.05 The Company reserves the right to recall employees from vacation in the event of an emergency. In such event, the employees will be recalled from vacation in order of departmental seniority and will be granted the option to refuse such recall until the end of their vacation period. The employee who does return to work shall thereafter have the option of taking the balance of his vacation at any time prior to December 31 of the current year.

- a. If an eligible employee has not taken at least two weeks of vacation prior to the vacation scheduled in conjunction with the Christmas and New Year's holidays, such employee will not be permitted to go on lay off during such week.

15.06 Where an employee elects to schedule his vacation at a time other than the April 1 to September 30 period, he shall take his vacation during the calendar year but prior to December 31 of the current year. Such employee may select a date for

vacation purposes which shall be granted providing such selection shall not interfere with the normal plant operation. In the event more than one employee selects the same period, the senior employee shall be given preference and shall not be changed except by agreement with the employee.

Article XVI: Bereavement, Honor Guard, Jury Duty

16.01 BEREAVEMENT

In the event of a death in the immediate family, an eligible employee may be granted time off with pay for a period not to exceed three (3) working days to assist in making arrangements for and attending the funeral. Each day's pay so allowed shall consist of the employee's year-to-date average hourly rate for eight (8) hours, and for continuous operation assigned employees 12 hours, and shall be applicable only to days in the regular work week. The term "immediate family" as used herein is described as parents, including step-parents and parents-in-law, spouse, children, including step-children, brother, sister, including half-brother and half-sister, grandparents and grandchildren, and the son-in-law or daughter-in-law of an employee.

- a. An eligible employee will be granted time off with pay for the day of the funeral for brother-in-law, sister-in-law, **employee's step-grandparent**, and spouse's grandparents.
- b. The employee must make application at the human resources department for bereavement pay as soon as possible after knowledge of the death. Such *bereavement pay will not be granted in instances* where the employee, otherwise eligible, does not attend the funeral.
- c. Any employee not having completed his probationary period shall not be qualified for bereavement pay.

16.02 HONOR GUARD

An employee serving as an honor guard in a military funeral will receive up to eight (8) hours pay, and for continuous operation assigned employees 12 hours pay, at his year-to-date average hourly rate after receiving permission from the human resources department.

16.03 JURY DUTY

An employee with six (6) months or more of Company service who is called for jury service shall be excused from work for the days on which he serves as a juror, and he shall receive for each such day of jury service during the normal work week (Monday through Friday) on which he otherwise would have worked, the difference between the payment he receives for jury service and his established year-to-date average hourly rate for eight (8) hours, and for continuous operation assigned employees 12 hours, for each day of such jury service, not to exceed a total of 30 calendar days **per contract year** during the term of this Agreement.

- a. Attendance in court, if called for preliminary examination as a prospective juror, will be considered the same as jury service under this provision.

Article XVII: Group Insurance

17.01 It is agreed and understood that the Company will furnish for each eligible employee a plan of group insurance benefits covering dental, loss of life, total and permanent disability, hospital and surgical expenses, and loss of time due to nonindustrial illness or injury. Such insurance benefits shall be set forth in a separate booklet.

17.02 Individual employees shall be issued insurance booklets describing the insurance benefits. The master policy issued to the Company shall be available for inspection by authorized Union representatives.

17.03 An outline of these plans is as follows:

A. LIFE INSURANCE

- Life Insurance \$15,000
- Accidental Death & Dismemberment \$10,000

B. ACCIDENT AND SICKNESS WEEKLY BENEFITS

- For claims incurred after:
 - 4-19-99** \$205/week
 - 4-17-00** \$210/week
 - 4-16-01** \$215/week

C. DENTAL PLAN

Plan I

- Preventive/diagnostic-dental-treatment
and other basic charges 100%

Plan II

- Ann. deductible per person/family \$50/\$100
- Max benefit per person per calendar year .. \$1000
- Preventive/diagnostic dental treatment
and other basic charges 90%
- Certain restorative dental services 70%

Dental plan year is from January 1 to December 31.
Employees hired after May 1, 1999, may enroll in Plan I only.

Employees hired between June 1, 1995 and May 1, 1999 shall be transferred to Plan II, effective July 1, 1999.

D. VISION PLAN

The Company will pay up to \$40 towards an eye examination for active non-probationary employees once every two (2) years.

E. HEALTH CARE

Employees hired prior to January 1, 1995, may enroll in one of the following plans:

	<u>Plan I</u>	<u>Plan II</u>
- Annual deductible (individual/family)	200/400	150/300
- Co-insurance	80/20	90/10
- Out-of-Pocket maximum (individual/family)	1700/3400	800/1600
- Lifetime maximum	\$800,000	\$800,000

- Subject to the \$5,000 annual reinstatement.
- Employees hired on or after May 1, 1999 may enroll in Plan I or HMO only.
- Plan I and Plan II will include preventive care.
- Employees hired prior to May 1, 1999 shall have the option to enroll in Plan I, Plan II, or HMO, effective with the annual enrollment in November of each year.

F. WEEKLY EMPLOYEE CONTRIBUTION

1. Effective January 1, 2000:

	<u>Single</u>	<u>Dual</u>	<u>Family</u>
Plan I	0	0	0
Healthcare Plan II	\$5	\$10	\$15
HMO	\$4	\$8	\$12

G. PRESCRIPTION DRUG

Current program with \$6/\$3 co-pay. Effective July 1, 1999.

- 17.04 The Company further agrees to continue benefits for the first six (6) months for employees on approved leave of absence or for the first three (3) months for employees on lay off, following cessation of active work, provided applicable employee contributions are made.

- 17.05 Retiree health benefits are outlined in the summary plan description (SPD).
- 17.06 If, during the life of this Agreement, an HMO or PPO becomes available, it may be offered as an optional plan to employees and/or retirees.

Article XVIII: Measured Day Work Plans

- 18.01 It is the intent of this Article to eliminate any fear on the part of the employees that they might be penalized through unwarranted rate readjustments for exerting their maximum efforts to produce materials at the highest rate consistent with exacting quality requirements.
- 18.02 The Company may, at its option, establish measured day work standards using "Standard Data" charts and graphs, predetermined time systems, or actual time studies. Standard data charts and graphs shall be based on time studies taken in this plant using the continuous stop watch method. No measured day work standard will be issued to the shop from any other than the industrial engineering department.
- 18.03 All time studies shall be made with the knowledge of the employee affected. All such studies shall take into consideration all details of the complete operation, to include foreknown unavoidable delays, i.e., stock in, stock out, filling bins or aprons, cutting tape, etc.
- a. A description of type and location of tools, equipment, stock, etc., and method prescribed on the job to which the standard or rate applies shall be available for inspection by any employee assigned to the job or his Union representative. If a question arises concerning a methods change, the Union representative shall have the right to compare this description with the methods actually in use by observing the job in operation.
- 18.04 In the event a grievance is filed on a job involving a measured day work standard, the job or jobs shall be restudied by the continuous stop watch reading method for

a time long enough to assure that all details of a complete operation are incorporated in the study.

a. The Company shall furnish to the Union grievance committee a copy to keep of all studies and other backup data upon which the measured day work standard in question was established.

18.05 The Company may make a time study upon any employee at any time. However, the industrial engineer shall inform the affected employee of the purpose of the time study before it is taken. The department steward shall be notified before a job is retimed.

18.06 When a time study is made by the Company, the effort rating, as judged by the Company industrial engineer for such job, shall be submitted to the operator in writing before leaving the scene of the study.

18.07 The Company agrees to guarantee against unwarranted changes. However, the Company reserves the right to adjust any standard as the result of changes in design, equipment, material specifications or manufacturing methods. All studies or write-ups shall be broken down so that elements will be readily and accurately determined. This shall not limit the Company from rebalancing or redistributing the work load.

18.08 A flat hourly rated measured day work system will be utilized plant-wide. Standards will be established using the previously recognized concept of the reasonable working capacity for the normal operator as being 120%.

a. Once a standard is established, manpower, methods, job duties, line speeds and/or spacings may be adjusted so long as any of the employees affected by such changes are not required to work at an effort level in excess of the defined reasonable working capacity (120%).

b. All current incentive standards shall not be revised or adjusted until converted to the measured day work system.

multiplied by the number of hours each operator worked would then equal the "actual hours" for a day, which is used in computing group results. The time spent by leadmen, repairmen, and other indirect labor as part of the group will be properly recorded and used in computing the actual hours of the group. Time spent by such employees in indirect work activity will not be chargeable against the group.

4. In computing a group rate, a working day is considered to be 460 minutes. This is calculated by subtracting the two paid 10-minute breaks from 480 minutes. These two 10-minute breaks are to be used for rest periods. Leadmen are allowed, and part of their job is, to relieve line operators for personal purposes if the need arises.
5. Whenever a supervisor changes the speed of a line from the standard as set by industrial engineering, he will inform the line steward, and also tell him the reason for the change. No such change may be made that consequently requires an operator to work above the defined reasonable working capacity of 120%. In the event of such change, an operator failing to perform above 120% shall not be subject to discipline.

18.12 In installing a revised measured day work procedure for the final assembly departments, the following items will be accomplished as soon as possible.

1. Group rate sheets and write ups will be maintained at the supervisors' desks for inspection by any employee, as well as the employee's Union representative.
2. Down time shall be mechanically recorded.
3. Whenever a supervisor changes the speed of a line (line speed or unit spacing) from the standard as set by industrial engineering, he will inform the line steward, and also tell him the reason for the

change. All employees compensated at a flat hourly rate are required to work at effort levels equivalent to, but not in excess of, 120%. The Company retains the right to adjust manpower, job duties, line speed, and/or spacing so long as the employees affected by such change are not required to work at an effort above 120%.

Article XIX: Hours of Work and Overtime

19.01 STANDARD WORK WEEK

- a. A standard work week shall be forty (40) hours, starting at 12 p.m. midnight Sunday of each week. The day is twenty-four (24) hours and shall run from 12 p.m. midnight to 12 p.m. midnight.
- b. It is agreed that the work week will be as follows:
 - 12 a.m Sunday to 12 a.m. Monday, 1st day
 - 12 a.m Monday to 12 a.m. Tuesday, 2nd day
 - 12 a.m Tuesday to 12 a.m. Wednesday, 3rd day
 - 12 a.m Wednesday to 12 a.m. Thursday, 4th day
 - 12 a.m Thursday to 12 a.m. Friday, 5th day
 - 12 a.m Friday to 12 a.m. Saturday, 6th day
 - 12 a.m Saturday to 12 a.m. Sunday, 7th day
- c. Any employee reporting for work on schedule and is sent home before working four (4) hours will be paid for four (4) hours at the standard rate, except in those cases where lack of work was due to circumstances beyond the control of the Company. The Company can give, and the employee agrees to accept, four (4) hours of work at the regular day rate.

19.02 LUNCH PERIODS

- a. Each employee shall be scheduled for a regular shift which shall consist of a standard work day of not more than eight (8) consecutive hours, excluding an unpaid lunch period of not less than one-half (½) hour or more than one (1) hour. Individual lunch periods either paid

or unpaid will not begin earlier or later than one hour before or after the end of the fourth hour of an employee's regular shift. When an employee is scheduled for only eight (8) continuous hours, the employee shall have a twenty (20) minute lunch period with pay at his regular rate.

- b. The scheduled lunch period for group operations shall be subject to change only by agreement between management and the duly accredited committee of the Union, except in the case of mechanical failure, breakdown, or parts shortage, the Company may schedule the lunch period to begin at any time not earlier than one hour before the employee's regularly scheduled lunch period.
- c. The Company may change the lunch period three (3) times in any calendar month under the conditions outlined above. Additional changes shall be subject to mutual agreement between management and the duly accredited committee of the Union.

19.03 REST PERIODS

- a. During each regular shift a rest period of ten (10) minutes shall be granted for each four (4) hours of work. The rest period will be taken approximately in the middle of each four (4) hours. A rest period of ten (10) minutes shall be granted at the beginning of, or at the end of, the shift for employees who are scheduled to work at least two (2) hours overtime before or after his regular shift.

19.04 TAG RELIEF

- a. Tag relief may be utilized in the following departments for lunch and breaks: 203, 214, 301, 361, 401, 901 and 902. The Company recognizes that tag relief in the aforementioned departments may necessitate the addition of employees. Methods used in implementing this shall include leadmen, other employees within the same department, and equip-

ment/production utilization. In all cases, the Company will offer to provide work for the full schedule shift of employees working tag relief, unless failure to provide a full scheduled shift is due to conditions beyond the control of the Company such as, but not limited to, acts of God, power or equipment failure.

19.05 WEEKENDS

- a. Where used in this Agreement, the word Saturday shall be interpreted to mean the hours falling between the hours of midnight Friday and midnight Saturday, except that any second shift extending into Saturday shall be considered as part of the day on which it starts, provided it does not extend over one hour into Saturday.
- b. Where used in this Agreement, the word Sunday shall be interpreted to mean the hours falling between the hours of midnight Saturday and midnight Sunday, except that any second shift extending into Sunday shall be considered as part of the day on which it starts, provided it does not extend over one hour into Sunday. Any regularly scheduled third shift in maintenance that begins on Sunday shall be considered as part of the day on which it starts, provided the shift does not start prior to 11:30 p.m. Sunday night.
- c. 19.05(a) and (b) will also apply to any scheduled holiday.

19.06 OVERTIME PAY

- a. Time and one half shall be paid for all work in excess of eight (8) hours in any one (1) day, 40 hours in any one week, or any work performed outside the employee's regularly scheduled shift, except where an employee works more than eight (8) hours in any one (1) day or works outside his regular shift hours as a function of seniority exercised under the provision of Article VI.

- b. Time and one half shall be paid for any work performed between midnight Friday and midnight Saturday. This shall apply in all cases except where 19.05(a), (b) and (c) apply.
- c. Double time shall be paid for work performed between midnight Saturday and midnight Sunday. This shall apply in all cases except where 19.05(a), (b) and (c) apply.
- d. Double time shall be paid for work performed on any of the holidays allowed under the provision of Article XIV of this Agreement. This shall apply in all cases except where 19.05(a), (b) and (c) apply.

19.07 OVERTIME

- a. All overtime shall be posted in the department in which the work is to be performed prior to the first break period of the shift, and shall be removed from the board within 15 minutes following the employees' lunch period of the shift. When such bid is removed from the board, no further signatures will be accepted. When overtime is posted in the department, bids may also be posted simultaneously in the applicable section and if desired, plant-wide. A section bid will not be posted for more than four hours of overtime where employees within the department are available to be called in from other shifts to work such overtime.
- b. If it is impossible to post the overtime as set forth in 19.07(a), the supervisor and the department steward, or in the event the steward is absent, an appropriate representative of the Union, shall contact all employees, in seniority order, on the applicable shift in the department in which the work is to be performed until the bid is filled.
- c. In the event sufficient employees are not secured by the procedure set forth in 19.07(b), employees will be secured through the procedure set forth in 19.07(k). (The failure of any employee to have a telephone number listed with the human resources department

will relieve the Company of any obligation to comply with this subsection.)

- d. In the event sufficient employees are not secured by the procedure set forth in 19.07(a), (b) and (c), employees will be selected from the applicable section, then on a plant-wide basis.
- e. To be considered qualified for overtime work, the employees must be able to perform the required duties with no more supervision than would be given on the regular shift.
- f. Necessary overtime preceding or following a regularly scheduled shift shall be offered first to the employees of the applicable shift in each day, except Saturday or Sunday. The starting time of such overtime will determine to which shift it belongs, even though it may run to the starting time of the next shift.

Example: Any overtime starting in the first half of a shift will belong to employees of the preceding shift and any overtime starting in the last half of a shift will belong to employees of the following shift. For the purpose of this example, a shift is considered to be the time interval between the end of the regular shift and the regular starting time of the shift next following the intervening shift. Overtime starting within the first 3½ hours of a seven-hour shift will belong to employees of the immediately preceding shift and overtime starting within the second 3½ hours of a seven-hour shift will belong to employees of the next following shift. In the case of an eight-hour shift, the same rule shall be applied except that the shift shall be divided into two (2) four-hour periods.

- g. Employees who are assigned to a shift not conforming to the hours of the generally recognized schedules shall be considered to be on the shift which most nearly coincides with their hours for the purpose of overtime bidding or assignment and will be called accordingly.

- h. *Where an employee bids for an overtime assignment for which he would have been eligible, except that the overtime is scheduled to begin before the completion of his regular shift, such an employee may, upon completion of his regular shift, displace a junior employee performing the assignment on overtime, provided he has so notified his supervisor.*

 - i. *Similarly, an employee required to accept an overtime assignment in his own classification on his regular shift may, upon completion of that assignment, displace a junior employee then performing an overtime assignment of greater duration on the same shift, provided that the senior employee bid and would have been eligible for such other overtime assignment, except for the requirement to work in his own classification, and has so notified his supervisor.*
-
- j. *Where overtime is scheduled in accordance with 19.07(b) of this Article, a senior employee not offered the opportunity to work in other classifications because of the requirement to work in his own classification on his regular shift may, upon completion of that assignment, displace a junior employee then performing an assignment of greater duration on the same shift, provided he has so notified his supervisor.*

 - k. *The Company will maintain a department emergency call-in list in multi-shift departments. Employees desiring to be called in outside of their normal shift hours shall sign this list and indicate those classifications that they are willing and qualified to perform, in the event such work becomes available on a call-in basis.*

An employee may enter or scratch his name from this list at any time. The failure of an employee to sign this list will relinquish his claim to such call-in overtime opportunity. After all employees on the list have been offered the overtime opportunity, any available, qualified employee in the department may be offered the overtime.

1. When necessary due to customer requirements, the Company can require any department to work up to eight (8) hours per shift of Saturday overtime on **sixteen (16) Saturdays** per calendar year with no more than two (2) consecutive Saturdays scheduled and no Saturday shall be scheduled in conjunction with a holiday or vacation shut down.

Notice shall be provided prior to the end of Wednesday first shift two (2) days prior to the Saturday on which the overtime is scheduled. Once posted, overtime will not be canceled except in cases of mechanical failure, breakdown, or where the failure to provide work results from emergencies beyond the control of the Company, such as violations of Article IX, accidents, fires, storms, floods or power failures.

In the event the required overtime is canceled after the Wednesday notice for reasons not identified above, scheduled employees will be compensated four hours at straight time.

- 19.08
- a. To be eligible to work Saturday, an employee must have worked **at least four (4) hours straight time** the previous day, or **been absent for paid bereavement, honor guard, or jury duty according to 16.01, 16.02, or 16.03** unless the entire department works Saturday.
 - b. When a Saturday or Sunday overtime bid is posted on a Wednesday, any employee working on the second shift who desires to bid for such overtime must do so before the end of his Wednesday shift. Any employee not working on the day the bid is posted must notify his supervisor prior to 7:55 a.m. Friday that he is bidding for such overtime. Such overtime bid will be posted by 6 p.m. Wednesday and will be removed from the board at 1 p.m. Thursday.
 - c. In sections 1900 and 2300, if Sunday work is a continuation of a craft work assignment, such as machine or equipment repair or overhaul, or a major project, such as equipment installation begun on Saturday, where continuity of employees assigned is

clearly necessary to efficiently complete the assignment, employees working Saturday will be eligible to work the Sunday overtime. If overtime is scheduled for both Saturday and Sunday, separate bids will be posted in accordance with 19.08(b); otherwise it shall be treated as an emergency call-in.

- 19.09 a. Where overtime work is scheduled in an employee's regular classification on the employee's regular shift, *an employee must first sign for and work such overtime, if eligible, before being eligible to work any other overtime, except if there are no eligible bidders available for another classification, then that bid, if awarded, will be awarded to the senior, qualified bidder.*
- b. *In the event an employee is not eligible for overtime work on his regular shift in his own classification, he will be eligible to work on any shift within the department. In bidding for overtime on another shift, the employee must first sign for his own classification, if posted, and work the overtime, if eligible, on that shift. If he is not eligible for overtime work in his own classification on another shift, he will be eligible for work in other classifications on that shift for which he is qualified.*
- c. *An employee not eligible for overtime work in his own classification, on his regular shift, will be scheduled for other overtime work on his regular shift for which he bid and was successful before being scheduled for overtime work on another shift.*
- d. *When an employee is eligible for overtime in his own classification or department, he shall not be permitted to work section or plant-wide, provided the department bid was posted in compliance with 19.07 of this Article.*
- e. *No employee shall be permitted to work more than eight (8) hours of overtime in any one day, unless there are no other eligible bidders from the department for such overtime. An employee will not*

be required to work more than eight (8) hours of overtime in any one day, even though the employee may have been the successful bidder for more than one (1) shift of overtime, provided he has so advised his supervisor at the time the bids are awarded. No employee shall be permitted to work more than twenty-four (24) consecutive hours (exclusive of all unpaid lunch hours).

- 19.10 In the event the successful bidder fails to fulfill an overtime assignment and an employee is called to complete the overtime, the selection will be made from other eligible bidders not already scheduled for overtime on the bid sheet. If there are no other eligible bidders, or if sufficient employees are not obtained from the bid sheet, the selection will be made from the department emergency call-in list, as provided in 19.07(k), of this Article. In either case, employees shall be contacted by the supervisor and the department steward, or where possible if the steward is absent, an appropriate representative of the Union.
- 19.11 Each employee must sign for his overtime unless he is working outside the plant for the Company or the Union. In such cases, he will be contacted by the department steward, and if he desires to work overtime, the steward shall be authorized to sign his name to the overtime bid sheet. It shall then be the responsibility of the steward to notify the employee whether or not he was a successful bidder for such overtime.
- 19.12 Any employee reporting for work on schedule and is sent home before working four (4) hours will be paid for four (4) hours at the standard rate, except in those cases where lack of work was due to circumstances beyond the control of the Company. The Company can give, and the employee agrees to accept, four (4) hours of work at the regular day rate.
- 19.13 Employees called into work outside their regular shift hours will be considered as responding to an "emergency call-in", for which they will be paid the applicable premium for all hours worked, and such part of the four (4) hour guarantee that is not worked shall be paid at the employee's straight-time rate. An employee will not qualify

for the "emergency call-in" pay guarantee if the call to work is one which is made:

- a. at least forty-eight (48) hours prior to the scheduled reporting time.
- b. because the employee was overlooked in the awarding of overtime and the employee is called to correct the oversight.
- c. because the successful bidder for an overtime assignment failed to fulfill that assignment and the employee called is the next eligible bidder on the bid sheet. After exhausting the original bid sheet, employees called from the department emergency call-in list under this paragraph (because there are no other eligible bidders), then, other employees in the department who are called in to work will be treated as "emergency call-ins".

In the event a scheduled weekday overtime is canceled due to inclement weather, such overtime will be considered to be in effect for the following work day, unless the employees are notified the overtime has been canceled.

- 19.14 Employees called in under 19.13(a), (b) and (c) above who do not qualify for the "emergency call-in" pay guarantee will be guaranteed four (4) hours of work or pay for four (4) hours of work at the employee's regular rate.
- 19.15 The parties understand that certain circumstances may arise calling for overtime or special work arrangements that are not covered by this Agreement. In such cases, the parties will attempt to reach an agreement on how the situation will be handled prior to the work being assigned. The Union will not unreasonably withhold agreement to a resolution of the situation.

Article XX: Subcontracting

- 20.01 Before the Company decides to subcontract work normally performed by bargaining unit personnel, consideration will be given to the availability of manpower, appropriate skills, tools, cost or time.
- 20.02 The Company will meet with representatives of the Union to discuss the subcontracting plans prior to awarding such work.
- 20.03 It will be the general operating policy of the Company to place reliance on its maintenance employees to perform maintenance work and to give the Union advance notice of its intention to let plant maintenance work to outside contractors.
- 20.04 Management is genuinely interested in maintaining maximum employment opportunities for its maintenance employees. Therefore, in making these determinations, management intends always to keep the interests of employees in mind.
- 20.05 At times it is not practicable for the Company to do the work itself, and it must, as in the past, reserve the right to decide whether it will do particular maintenance work or contract it out. The Union recognizes that in making such decisions, the Company must consider, among other things, the efficiencies and economics involved, the need for specialized tools and equipment, special skills and the necessity of meeting production schedules, and plant arrangement deadlines.
- 20.06 The Company agrees that employee's jobs will not be eliminated by reason of subcontracting, and agrees that existing employment opportunities of seniority employees will not be unnecessarily reduced by reason of subcontracting. The Company moreover states that it is its policy to fully utilize its seniority employees in the performance of work which they have historically performed.

- 20.07 Accordingly, the Company will endeavor to avoid subcontracting which adversely affects the job security of its employees, and before the Company finally decides to subcontract work to be performed within the plant, the Union will be notified. Such notice shall be given in advance of the final decision to subcontract, except where acts of God, fire, vandalism or circumstances beyond the Company's control to prevent such timely notice. The Union shall be provided with the location, type, scope, duration and time table so that the Union can adequately form an opinion as to the reasons for such subcontracting.
- 20.08 In the event the Company fails to discuss subcontracting with the Union prior to subcontracting awards, the Union shall be entitled to the following remedy. Payment will be made for each hour of subcontracting at the equivalent premium, either straight-time or overtime, which the work was performed, at the maintenance hourly rates or rates of the affected employee or employees.
- 20.09 The Union will be furnished copies of the notification of the subcontract, in addition to the location, type, scope, duration and time table, so that the Union can adequately form an opinion as to the reasons for such subcontracting.

Article XXI: Savings Clause

- 21.01 In the event that any federal or state legislation, governmental regulations cause invalidation of other Articles and Sections of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Within thirty (30) days the Company and the Union shall meet to negotiate new contract language to replace the particular clause(s) which was invalidated by federal or state legislation.

Article XXII: Wages

- 22.01 The regular hourly base rates for all classifications of work are set forth in "Factory Labor Rates" attached herein as Annex A.

<u>Effective Date</u>	<u>Rate</u>
4/19/99	\$.50
4/17/00	\$.40
4/16/01	\$.40

- a. Employees hired on or after May 1, 1999 (except those in sections 1900 and 2300), shall be paid a minimum 60% of the rate of the job classification in which classified during the probationary period, and 70% for the remainder of the employee's first year of employment. For each year following the first year of employment, such employee shall be paid according to the following table:

<u>Year of Employment</u>	<u>% of Classif. Rate</u>
2	minimum 76
3	minimum 82
4	minimum 88
5	minimum 94
After 5	100

- b. Effective April 19, 1999, employees hired after January 1, 1995, but before May 1, 1999 (except those in sections 1900 and 2300) shall be paid a minimum of 70% of the rate of the job classification in which classified during their first year of employment and for each year following such year, be paid according to the following table:

<u>Year of Employment</u>	<u>% of Classif. Rate</u>
2	minimum 80
3	minimum 90
After 3	100

- c. Employees who bump or bid to a different job and who are under the extended wage progression shall go to the appropriate rate of the job in conjunction with the time spent in progression.

- 22.02 In those cases where the job is a brand new job, the starting rate shall be determined by comparing the new job to an existing one of a comparable nature and an appropriate rate will be set based on the rate of the comparable position.
- 22.03 All employees operating on the second shift shall receive seven and a half cents (\$0.075) and all employees operating on the third shift shall receive ten cents (\$0.10) over their qualified rate. The third shift differential shall apply to employees operating on a swing shift basis.
- 22.04 Leadmen will receive ten cents (\$0.10) per hour over the highest qualified rate in their group.
- 22.05 Changes in an employee's individual rates, made necessary by changes in classification, transfer or seniority shall be effective immediately when an employee goes on the job.

Class I: Employees who can do heavy work as required and also skilled and efficient in the classification they are qualified for.

Class III: Employees who cannot do heavy work as required but are efficient in the classification they are qualified for.

- 22.06 When it becomes necessary for the Company to establish a new job classification and rate of pay, the Union shall be so advised before implementation. In the event of disagreement over the rate of pay after the job has been implemented, the Union may seek recourse in the grievance procedure.
- 22.07 Active employees with assigned red-circle wage rates will not be eligible for GWI until the wage rate of their classification equals the assigned red-circle rate. A red-circled employee whose job is eliminated and has to bid or bump in another department will maintain their red-circle rate subject to above.

Article XXIII: Pension Plan

- 23.01 It is agreed that the Company will adopt and maintain in effect a noncontributory pension plan for employees.

23.02 Individual employees shall be issued an informational booklet describing the benefits provided by this plan.

(a) The basic benefit for employees hired prior to January 1, 1995, is:

May 1, 1999 \$28.00/mo/yr of cred. svc

Jan. 1, 2001 \$29.00/mo/yr of cred. svc

Jan. 1, 2002 \$30.00/mo/yr of cred. svc

An employee retiring between 5-1-99 and 1-1-02 shall have the retirement benefit recalculated up to a maximum of 45 years of credited service at the rate of \$29.00/month/year of credited service as of January 1, 2001, and at the rate of \$30.00 as of January 1, 2002.

b. Early retirement . . . age 55 and 15 years of service.

c. Thirty-and-Out early retirement.

1. No age requirement.

2. Effective April 13, 1992, regular retirement benefit plus \$500 supplement per month until age 62. Effective January 1, 1995 such supplement shall be increased to \$600; effective April 15, 1996 to \$650; effective January 1, 1998 to \$675; and effective January 1, 1999 to \$700. Supplement to be \$725 on May 1, 1999; \$750 on January 1, 2001; and \$775 on January 1, 2002.

d. Employees hired after January 1, 1995, may choose to participate in the Maytag Salary Savings Plan (401(k)), or they may retire with a basic pension benefit of \$22.00/month/year of credited service, with a Thirty-and-Out supplementary benefit of \$500 per month until age 62, and such pension and supplementary benefits shall remain through the term of the contract.

Article XXIV: Cost of Living Adjustment

PREFACE: The parties have agreed not to utilize the following Cost of Living Adjustment provisions for the term of this Agreement.

24.01 Effective March 26, 1984, a cost of living provision will be implemented. The CPI figure for February, 1984, released in March, 1984, shall be the base figure. Such cost of living adjustment will be computed on the basis of one cent (\$.01) per hour for each .4 increase in the CPI (67-69 Index).

Such adjustment will be made on a quarterly basis, starting on July 1, 1984, and shall not exceed \$0.10 per hour during the period March 26, 1984, and March 31, 1985.

Effective April 1, 1985, a cost of living provision will be implemented. The CPI figure for February, 1985, released in March, 1985, shall be the base figure. Such cost of living adjustment will be computed on the basis of one cent (\$.01) per hour for each .4 increase in the CPI (67-69 Index).

Such adjustment will be made on a quarterly basis, starting on July 1, 1985, and shall not exceed \$0.10 per hour during the period April 1, 1985, and April 7, 1986.

24.02 All payments of the cost of living adjustment shall be handled as a separate item in the computation of pay and added to the adder.

24.03 Cost of living adjustments earned under the provisions of the basic agreement will not be included in computing "year-to-date average earnings".

24.04 Whenever or wherever an employee is paid "cost of living" by the basic agreement on "year-to-date average earnings", he will also be paid the "cost of living" adjustment at the level earned under the cost of living article for those hours he was paid at the "year-to-date average earnings".

24.05 Employees' gross earnings do include paid "cost of living adjustment" for the purpose of vacation pay application.

24.06 Cost of living adjustments earned under the cost of living formula of the basic agreement applies in the method of computing employee earnings and shall be paid on the basis of an employee's hours of employment.

- 24.07 The overtime premium provided for under the basic agreement shall apply to the cost of living adjustment for overtime hours worked by an employee.
- 24.08 The format of employees' pay check stubs will show the cost of living adjustment included in the weekly pay check.
- 24.09 Whereas an employee's hourly rate of pay is reported in three decimal places, his pay shall be computed on the basis of the three digits and rounding will not be used.


Article XXV: Termination

This Agreement shall be in full force and effect as of the signing hereof and shall continue in full force and effect until 12:01 a.m. **Sunday, April 7, 2002**, thereafter from year to year unless either party notifies the other in writing not less than 60 days prior to the **7th** day of April, **2002**, or the **7th** day of April of any subsequent year during which this Agreement is in effect of a desire to terminate or modify this Agreement.

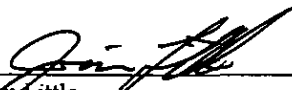
**Maytag—Galesburg
Refrigeration Products:**



Greg Irwin
Vice President, Human Resources



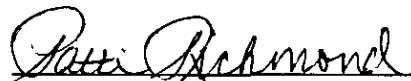
Kevin Bradley
Manager, Employee Relations



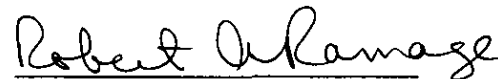
Jim Little
Director, Manufacturing



Fred Pickard
Superintendent, Assembly



Patti Richmond
Sr. Executive Secretary and
Communication Specialist

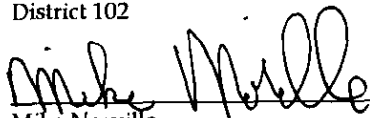


Robert Ramage
Director, Quality Assurance

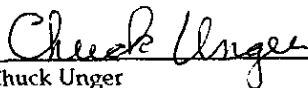
International Association of Machinists and Aerospace Workers, Local 2063:



Mike Patrick
Business Representative
District 102



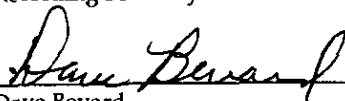
Mike Norville
President



Chuck Unger
Vice President



Sue Wilson
Recording Secretary



Dave Bevard
Committee Member



Don LeFebvre
Committee Member



Kevin Robinson
Chief Steward

Exhibit I

This exhibit is to confirm our understanding that in those cases where an employee makes application for worker's compensation, but where there is a question regarding the basis for such claim, the Company will pay loss of time benefits in accordance with our group insurance schedule until the correct determination is made (**30-month cap**); provided, however, that the licensed physician has determined that the employee is unable to work and provided that the employee follows the established procedure in filing such claim. The Company to pay medical benefits on disputed worker's compensation claims in accordance with the group insurance schedule.

Exhibit 2

In the event an employee of the Company in the bargaining unit represented by the International Association of Machinists and Aerospace Workers shall bring any action against the Company and Union or against the Union alone alleging that maintenance of the Class III classification for Assemblers, Parts Hangers and Inspectors is a violation of Title VII of the Civil Rights Act of 1964, then the Company shall indemnify and save harmless the Union from any liability which may accrue to the Union by reason of such action.

Exhibit 3

In accordance with our agreement, the Company will publish on each pay check stub the accumulated year-to-date earnings and hours for each employee.

Exhibit 4

The IAM/AW (2063) bargaining committee expressed concerns during 1983 contract negotiations concerning the issue of employees working in excess of 120% in section 200.

The Company reaffirms the recognized concept of a reasonable working capacity for the normal operator as being 120% and employees failing to perform above 120% shall not be subject to discipline.

The following actions are being implemented to assure compliance with contractual provisions:

- a. Supervisor will verify proper board spacing prior to adjusting spacing prior to adjusting line speed.
- b. An industrial engineer will be present when line speed is adjusted.
- c. Cabinet spacers who fail to properly space cabinets will be instructed to assure proper spacing.
- d. As state above, employees failing to perform above 120% shall not be subject to discipline.
- e. Employees will not be disciplined for failure to complete work on a unit when required to work over 120%.
- f. Standard cabinet spacing will be painted on the assembly conveyors.

Exhibit 4(a)

During 1999 contract negotiations, the IAM/AW (2063) Bargaining Committee and the Company talked at length about how jobs will be rebalanced after a Dependable Manufacturing event.

The Company and the IAM/AW (2063) negotiating committee agreed to the following conditions following a Dependable Manufacturing event that has been selected by the DMJAC.

- a. The jobs directly effected by DM event shall be balanced to TAKT time or 100%.**
 - b. Employees failing to perform above TAKT time or 100% shall not be subject to discipline.**
-
- c. Employees will not be disciplined for failure to complete work on a unit when required to work over TAKT time or 100%.**

Exhibit 5

Subject: Dependable Manufacturing (DM) Initiative (Kaizen) at Maytag-Galesburg Refrigeration Products

During the 1999 negotiations, the parties discussed at length, the benefits to all stakeholders, of Lean Manufacturing and Continuous Improvement techniques and how such a mutually beneficial program can help effectively accomplish the goals of the Maytag Refrigeration Category.

Employees represented by Local 2063, IAM and non-represented employees will partner together during continuous improvement initiatives in the interest of providing maximum continuous improvement of our products and processes. The parties are convinced this will improve our ability to compete for consumer purchases in the refrigeration markets.

The parties have agreed to the following understanding regarding Dependable Manufacturing (DM) Initiative (Kaizen) at Maytag-Galesburg Refrigeration Products.

SECTION 1. PURPOSE

The purpose of this memorandum is to provide a framework for the following: to establish partnership and involvement activities to achieve Union Committee Leadership and employee participation in joint decision making, problem solving, and information sharing relevant to DM activities.

SECTION 2. OBJECTIVES AND COMMITMENTS

- A. Build a work environment that is safer and provides empowerment opportunities for employees to make their job more meaningful through increased levels of involvement and decision making.**
- B. Increased worker/management responsibility and influence in workplace decision making and Continuous Improvement activities.**

- C. Full and timely access by the Union Committee and employees to information needed to implement this agreement.
- D. Commitment to higher skill development, better jobs, education and more productive utilization of a skilled work force.
- E. Build a team based approach to eliminating waste and increasing productivity within our business.

SECTION 3. DEPENDABLE MANUFACTURING JOINT ADVISORY COMMITTEE (DMJAC)

- A. The Dependable Manufacturing Joint Advisory Committee (DMJAC) shall be established. It will consist of 50% Union employees and 50% salaried. The Union employees will be appointed by Local 2063 IAM & AW Negotiating Committee.
-

B. Meetings.

- 1. The DMJAC will meet at least twice per quarter with Union Committee Leadership and selected Management representatives. These meetings will be for the purpose of reviewing and ensuring progress, discussion and recommendations of the projects to be worked on, and mutual agreement by consensus to any changes needed on this memorandum and DM implementation. All lost time will be paid by the Company for attending these meetings.

C. Information.

- 1. The DMJAC and Union Committee shall receive information regarding business and labor matters relevant to Dependable Manufacturing activities as covered by this agreement.

SECTION 4. SYSTEM USED

- A. The system used to achieve the objectives will be Kaizen which is a continuous improvement system which uses basic analytical tools to maximize the uses of resources and

eliminate waste in a process. A team is assigned to analyze a process or work station in an effort to eliminate waste and or better ways to do the process. This process is usually called a Kaizen event and each event lasts five (5) days.

SECTION 5. TEAM SELECTION

- A. One third of the team will be from the bargaining unit, ensuring a respective combination of all shifts, in the center or production area of the DM event to be selected by the DMJAC. One third salaried employees selected by the Company and one third from other areas as by mutual agreement.**

SECTION 6. SAFEGUARDS AND RESOURCES

- A. The basic labor agreement will continue to rule in all areas unless specifically stated otherwise in this agreement.**
- B. No committee authorized by this memorandum may effect any action with the respect to contractual grievances.**
- C. Services on any plant-wide, departmental, or problem-solving team created under this memorandum shall be voluntary.**
- D. The Union will strive to be a full participant in the process and mechanisms established by this memorandum and bargaining unit employees will be encouraged and expected to perform their duties within the parameters established hereunder. However, no employee may be disciplined or discharged for failure to volunteer.**
- E. Employee participation and training shall be compensated by the Company at their pay rate in effect at the time of the participation and or training. Any overtime is to be paid under the terms of the labor agreement, time and one-half or double time. All overtime will be voluntary and mutually agreed upon during an event and will be offered by seniority within the DM event team. Team members will return to their classification and normal assignment at the conclusion of the event.**

- F. No committee established under this memorandum may recommend or effect the hiring, discipline, or discharge of any employee.
 - G. With the mutual agreement of the DMJAC, appropriate Union and Company representatives or outside experts may attend a committee meeting, or a DM event.
 - H. All meeting time, training and necessary and reasonable expenses of joint committees shall be paid for by the Company and employees attending such meetings shall be compensated in the same manner as set forth in Section 6(E) above.
 - I. Non-bargaining unit employees (salaried and hourly) working on the teams performing activities during the event period that would normally be contemplated as "manual work" will be permitted to participate in the DM events as per paragraph 2, Section 2.02 of the CBA.
-
- J. Subcontracting will be consistent with Article XX of the CBA.
 - K. The parties agree that measured day work standards that are modified as a result of a Kaizen event will be modified consistent with the provisions of Article XVIII (Measured Day Work Plans) of the CBA.
 - L. Maintenance and Tool Room work that may be required during an event period will be assigned to the appropriate skilled trades craft.
 - M. It is the intent that no employee will be laid off or provided no less than forty (40) hours per week as a direct result of a Kaizen event. A "direct result" occurs when an employee is displaced from his job due to an event, as well as other employees who are subsequently affected by the bumping process. These direct moves are those moves made immediately (as soon as practical) following an event. Any reduction in employment due to a DM event, will be handled under Article VI in the CBA. However, in instances of extended economic downturn or an appreciable loss of sales, adjustments will be made as necessary.

- N. If labor efficiencies are realized solely through the efforts of Kaizen activities, the most junior employee(s) that would otherwise be laid off as the result of DM activities will be retained on the payroll, in his/her current department and made available for loan-out or temporary assignment under Article 6.10 or exercise his/her seniority in accordance with Article 6.07 of the CBA.**
- O. Contractual problems that arise as a result of implementing this memorandum, will be addressed within forty-eight (48) hours by a special meeting of the negotiating committee, and the appropriate management representatives, for the purpose of settling said dispute.**

SECTION 7. RESPONSIBILITIES OF THE DMJAC

- A. The Company will include the DMJAC the Union Leadership in all discussions involving the Galesburg Plant relative to the Dependable Manufacturing event.**

Dependable Manufacturing teams are fully empowered to identify and eliminate waste in our production systems and processes. Shared decision making and new approaches to our work that involves the full voluntary participation of all employees are initial steps that will lead Maytag-GRP to achieve its shared goals and objectives, including a secure employment future for all employees.

Exhibit 6

ATTENDANCE POLICY

Rules for Determining Disciplinary Action

► *Absenteeism*

N = No report

Y = Unexcused

First Incident (an absence of one day or more for the same reason)

Second Incident

<u>Incident</u>	<u>Discipline</u>
• Two consecutive incidents in a 90-day period	First written warning
• Two consecutive incidents in a 90-day period following first written warning	Final written warning
• Two consecutive incidents in 90-day period following final written warning	Two-day suspension
• Two consecutive incidents in a 90-day period following two-day suspension	Discharge

Disciplinary action shall be voided twelve (12) months from the date of receipt of Warning.

► *Tardiness* (will be counted as one-half of an incident for disciplinary purposes.)

Z = Unexcused tardy

- *Leaving Early*
Q = Leaving early, unexcused

<u>Incident</u>	<u>Discipline</u>
• First occurrence in a 12-month period	Warning
• Second occurrence in a 12-month period	Discharge

- *Other*
I = Illness P = Personal Leave
D = Doctor appointment C = Car trouble
B = Business appointment O = Weather

Any three occurrences of any one of the above, or any combination thereof, in a 30-day period will result in counseling of the employee.

- *No Report*
N = No report

Three consecutive days of no report will result in discharge of the employee.

General Shop Safety Rules

1. If injured, no matter how slightly, notify your supervisor at once and arrange for treatment at the medical department.
2. No employee will go to the Company doctor or to the hospital with injuries sustained while doing their regular work on the premises unless sent by a member of the medical department staff. (On weekends, contact the main guard post for transportation and treatment needs.)
3. When plant is in operation, walk only in the green painted walkways.
4. Be extremely cautious when working near moving lifts, lift trucks and when working near or walking through the areas where overhead cranes are being operated. Your cooperation in staying out from under loads being carried overhead and out of the path of lift trucks is absolutely essential to prevent injury.
5. Do not set in motion any machinery without first seeing that no one is in a position to be injured. Do not operate any machine, crane, lift truck or other piece of moving equipment unless you are authorized and qualified to do so, and have received proper training.
6. Riding on any lift, hook, chain or cable suspended by crane is forbidden.
7. Riding on any line, dead or overhead roller conveyor, trucks, trailers, lift trucks is forbidden.
8. Do not step, walk or stand on power roller conveyors.
9. Cross assembly lines, only at designated walkways.
10. Do not go on an overhead crane runway unless your duties require it and then not until the crane operator has been notified.
11. Do not wear loose or torn clothing or unauthorized gloves around machinery. Employees are required to wear

appropriate personal protective equipment (PPE) as determined by company policies, OSHA regulations or their department supervisor.

12. When working on machines or equipment, follow lock-out-tag-out procedures.
13. Always use machine safeguards provided and under no circumstances remove a safeguard to do your normal operation. Horse play will not be tolerated.
14. If your work requires you to enter other departments, familiarize yourself with the safety rules applying to and chemicals being used in those departments.
15. When driving a motorized vehicle in the plant, keep to the right in traffic lanes. Both hands must be free to allow for safe operation of the vehicle.
16. Never distract or annoy another worker unnecessarily, as it might cause an accident.
17. Employees are required to wear safety glasses upon entering the building. They may be removed during the standard two 10-minute break periods, as long as nearby operations are not active during these breaks. However, during the normal relief breaks, employees must keep their glasses on unless they are in the office areas, cafeteria or rest rooms. Face shields or safety goggles must be worn in places where chemicals are handled. Safety glasses of various types are required for brazing operations and in departments where spot welding occurs. Safety glasses may be obtained from the tool crib. Replace safety glasses when worn or scratched.
18. Prescription eyewear must meet ANSI Z-87.1 standards on both lenses and frames.
19. The use of steel toe safety shoes is recommended for all employees. These are available to employees on a payroll deduction basis and can be obtained from the Shoemobile. Other safety equipments such as gloves, aprons, respirators, ear plugs, etc., are available from your supervisor, the tool crib or the medical department.

20. All employees with long hair are required to keep hair tied back and close to the scalp and/or wear proper hair covering when operating air guns or when working around machinery.
21. Do not look at arc welding operations, gas welding or brazing operations. You may burn your eyes if you do so. Appropriate tinted safety eyewear is available in the medical department.
22. Do not fool with compressed air. It may enter the body and cause injury or death. Use of air hose to clean clothes or hair is forbidden. Use only air nozzles that meet OSHA standards.
23. Do not attempt to lift or push objects which are too heavy for you--ask for help when you need it. Learn to lift the proper way to avoid strains; bend your knees, keep your body erect, keep your mouth open, then push upward with your legs.

24. Barrels, boxes, kegs and other make-shift blocking must not be used for support. Get horses of proper sizes.
25. Do not go up or down a ladder without the free use of both hands. Do not use portable ladders unless they are of proper length and equipped with spikes or shoes.
26. Before doing any work where there is danger of coming into contact with electric wires or equipment, notify your supervisor or an electrician. Avoid touching any loose or misplaced electrical wires. Consider them all dangerous.
27. Know the location of the fire exits and fire fighting equipment in your department. Emergency exit routes are posted in work areas; become familiar with them.
28. Do not pile material or equipment in front of, against, or on top of fire apparatus, sprinkler valve houses, HazMat carts, watchmen's stations, electrical equipment and switches, valves, etc. Keep fire doors, lanes, aisles, stairways and roads clear of obstructions.
29. Order and cleanliness are important factors in preventing injuries, sickness and fire. Place oily waste, food scraps, waste paper, old clothes, etc. in cans provided. Keep corners, lockers, bench drawers and out of the way places clean.

30. Report to your supervisor, safety committee, safety and standards representative or safety department the observance of dangerous practices or any defects in lighting, equipment, floors, tools, machinery or other equipment which may cause injury.
31. Running is not allowed in the plant or in the parking lot. Walk only.
32. Glass bottles are not allowed in the plant or on the premises.
33. The dress code for the Galesburg facilities is as follows:
 - a. no tennis shoes, sandals, open toed shoes will be allowed in the plant manufacturing areas.
 - b. All brazing and welding (wire, gas or spot) operations will require the use of arm guards at all times. Some of the brazing and welding jobs requiring spats and aprons will continue utilizing this equipment. In all brazing and welding operations and/or departments the minimum coverage for shirts is to be the edge of the shoulder (sleeveless minimum--no tank tops).
 - c. In metal fabrication areas, all press operators, material handlers and die setup must wear full length slacks and the minimum coverage for shirts is to be the edge of the shoulder (sleeveless minimum--no tank tops). Press operators and all designated operators must wear arm guards.
 - d. Other employees may wear tank tops and cut-off slacks to the knees with material being closely woven. No shorts higher than the knee, halter tops or open back tops will be allowed.
34. All employees that are brazers, handle hot parts or perform an operation that subjects them to injuries (lacerations, burns, abrasions, etc.) to the arms are required to wear arm guards.
35. Food and beverage consumption is not allowed in restricted areas.

36. Small plug-in appliances, made for home use, are not allowed in the plant. These pose a general safety risk and hazard of fire.
 37. All containers of chemicals must have a proper label on them.
 38. Treat all body fluids as hazardous. Place tissues, band-aids, rags, etc. that have blood, nasal drainage, vomit, etc. in appropriate labeled bio-hazard bags located in each department. Notify your supervisor of any blood spill for clean up. Familiarize yourself where collection containers are.
 39. All LP tanks must be stored in the appropriate storage rack provided.
 40. Smoking is allowed only in designated areas. Smoking in any other area is strictly forbidden.
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Code	Classification Name	Eff. 4/19/99			Eff. 4/17/00			Eff. 4/16/01		
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
Section 100										
009	Chkr-Unloading Dock	13.510	13.620	13.660	13.910	14.020	14.060	14.310	14.420	14.460
039	Clerk-Department 103	13.380	13.455	13.480	13.780	13.855	13.880	14.180	14.255	14.280
041	Repairman Department 103	13.375	13.450	13.475	13.775	13.850	13.875	14.175	14.250	14.275
042	Linestocker Muledriver 2200	13.410	13.485	13.510	13.810	13.885	13.910	14.210	14.285	14.210
072	Setup Man Department 103	13.480	13.555	13.580	13.880	13.955	13.980	14.280	14.355	14.380
075	Muledriver-Packer	13.410	13.485	13.510	13.810	13.885	13.910	14.210	14.285	14.310
079	Leadman Department 103	13.650	13.725	13.750	14.050	14.125	14.150	14.450	14.525	14.550
092	Attendant Tool Crib	13.425	13.500	13.525	13.825	13.900	13.925	14.225	14.300	14.325
136	Unit Repair Dept. 103	13.460	13.535	13.560	13.860	13.935	13.960	14.260	14.335	14.360
151	Linestocker-Muledriver	13.620	13.730	13.770	14.020	14.130	14.170	14.420	14.530	14.570
199	Clerk Lift Operator	13.510	13.620	13.660	13.910	14.020	14.060	14.310	14.420	14.460
Section 200										
001	Assembler Class I	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
002	Assembler Class I-rotation	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
003	Assembler Class III	13.320	13.440	13.480	13.720	13.840	13.880	14.120	14.240	14.280
008	Cabinet Pusher	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
018	Dingman Final Assy.	13.760	13.880	13.920	14.160	14.280	14.320	14.560	14.680	14.720
023	Leak Tester	13.560	13.680	13.720	13.960	14.080	14.120	14.360	14.480	14.520
024	Liner Setter	13.560	13.680	13.720	13.960	14.080	14.120	14.360	14.480	14.520
026	Material Handler	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
035	Operator Charging Board	13.600	13.720	13.760	14.000	14.120	14.160	14.400	14.520	14.560
036	Operator Hyltemp Sealer	13.560	13.680	13.720	13.960	14.080	14.120	14.360	14.480	14.520
048	Repairman Assembly	13.600	13.720	13.760	14.000	14.120	14.160	14.400	14.520	14.560
050	Repairman Paint Touch Up	13.680	13.800	13.840	14.080	14.200	14.240	14.480	14.600	14.640
051	Repairman Porcelain Liner	13.760	13.880	13.920	14.160	14.280	14.320	14.560	14.680	14.720

Code	Classification Name	Eff. 4/19/99			Eff. 4/17/00			Eff. 4/16/01		
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
Section 200 (Continued)										
052	Inspector Repairman	13.680	13.800	13.840	14.080	14.200	14.240	14.480	14.600	14.640
056	Silver Brazier	13.720	13.840	13.880	14.120	14.240	14.280	14.520	14.640	14.680
062	Sprayer Assembly	13.680	13.800	13.840	14.080	14.200	14.240	14.480	14.600	14.640
069	Foam Systems Technician	14.780	14.900	14.940	15.180	15.300	15.340	15.580	15.700	15.740
078	Repairman Electrical	13.680	13.800	13.840	14.080	14.200	14.240	14.480	14.600	14.640
126	Production Inspector	13.600	13.720	13.760	14.000	14.120	14.160	14.400	14.520	14.560
133	Solder Machine Operator	13.560	13.680	13.720	13.960	14.080	14.120	14.360	14.480	14.520
141	Repairman Unit Assy.	13.800	13.920	13.960	14.200	14.320	14.360	14.600	14.720	14.760
143	Assembler Door Line T/D	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.400
152	Vacuum Pump Operator	13.560	13.680	13.720	13.960	14.080	14.120	14.360	14.480	14.520
153	Handpack Insulation	13.560	13.680	13.720	13.960	14.080	14.120	14.360	14.480	14.520
164	Folder Bander Operator	13.600	13.720	13.760	14.000	14.120	14.160	14.400	14.520	14.560
174	Assembler Crate Base	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
175	Compressor Setter	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
176	Assembler Door Hanger	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
190	Foam Fixture Setup Oper.	14.150	14.270	14.310	14.550	14.670	14.710	14.950	15.070	15.110
211	Tube Straightener Operator	14.330	14.405	14.430	14.730	14.805	14.830	15.130	15.205	15.230
079	Leadman	\$0.16 over highest rate								
Section 213										
001	Assembler Class I	13.790	13.925	13.970	14.190	14.325	14.370	14.590	14.725	14.770
003	Assembler Class III	13.615	13.750	13.795	14.015	14.150	14.195	14.415	14.550	14.595
005	Mechanical Tube Bender	13.930	14.060	14.100	14.330	14.460	14.500	14.730	14.860	14.900
008	Cabinet Pusher	13.790	13.925	13.970	14.190	14.325	14.370	14.590	14.725	14.770
164	Folder Bander Operator	13.930	14.070	14.110	14.330	14.470	14.510	14.730	14.870	14.910
192	Operator Auto Tube Forming	14.330	14.405	14.430	14.730	14.805	14.830	15.130	15.205	15.230
202	Tube Setter	13.880	14.010	14.060	14.280	14.410	14.460	14.680	14.810	14.860
203	Operator Auto Folder Bander	14.180	14.320	14.360	14.580	14.720	14.760	14.980	15.120	15.160
079	Leadman	\$0.18 over highest rate								

Code	Classification Name	Eff. 4/19/99			Eff. 4/17/00			Eff. 4/16/01		
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
Section 300										
004	Die Setup/Changeover 1C	14.830	14.990	15.040	15.230	15.390	15.440	15.630	15.790	15.840
012	Crane Operator-Remote	14.700	14.850	14.900	15.100	15.250	15.300	15.500	15.650	15.700
015	Degreaser	13.930	14.060	14.100	14.330	14.460	14.500	14.730	14.860	14.900
022	Multi Automatic Press Oper.	14.580	14.655	14.680	14.980	15.055	15.080	15.380	15.455	15.480
033	Mule Driver-Die Setup	14.510	14.670	14.720	14.910	15.070	15.120	15.310	15.470	15.520
034	Muledriver-Shop Fork	14.412	14.566	14.618	14.812	14.966	15.018	15.212	15.366	15.418
046	Punch Press Opr./Trm & Prc	14.463	14.618	14.669	14.863	15.018	15.069	15.263	15.418	15.469
053	Crane Opr. Helper/Coil Stock	14.410	14.570	14.620	14.810	14.970	15.020	15.210	15.370	15.420
128	Automatic Press Operator	14.330	14.405	14.430	14.730	14.805	14.830	15.130	15.205	15.230
134	Press & Roll Form/Line Opr.	14.515	14.669	14.721	14.915	15.069	15.121	15.315	15.469	15.521
140	Slitter Operator	14.510	14.670	14.720	14.910	15.070	15.120	15.310	15.470	15.520
178	Tapping Machine Operator	14.463	14.618	14.669	14.863	15.018	15.069	15.263	15.418	15.469
179	Oper. Fab. Component Deg.	13.460	13.535	13.560	13.860	13.935	13.960	14.260	14.335	14.360
185	Operator Auto. Cab. Line	14.330	14.405	14.430	14.730	14.805	14.830	15.130	15.205	15.230
212	Finish Coat Technician	14.030	14.160	14.200	14.430	14.560	14.600	14.830	14.960	15.000
079	Leadman	\$0.206 over highest rate								
Section 400										
019	Process Associate	15.050	15.125	15.150	15.450	15.525	15.550	15.850	15.925	15.950
020	Product Associate	14.550	14.625	14.650	14.950	15.025	15.050	15.350	15.425	15.450
Section 900										
004	Die Setup/Changeover 1C	14.793	14.946	14.997	15.193	15.346	15.397	15.593	15.746	15.797
033	Muledriver Die Setup	14.476	14.629	14.680	14.876	15.029	15.080	15.276	15.429	15.480
046	Punch Press Opr. Trm/Prc	14.425	14.578	14.629	14.825	14.978	15.029	15.225	15.378	15.429
058	Grinder Operator	14.374	14.527	14.578	14.774	14.927	14.978	15.174	15.327	15.378
127	Die Setup/Changeover 2C	14.589	14.742	14.793	14.989	15.142	15.193	15.389	15.542	15.593
150	Operator Plastic Extruder	14.793	14.946	14.997	15.193	15.346	15.397	15.593	15.746	15.797
162	Rotovac Operator	14.793	14.946	14.997	15.193	15.346	15.397	15.593	15.746	15.797
204	Injection Molder	13.820	13.940	13.980	14.220	14.340	14.380	14.620	14.740	14.780
205	Utility Operator	13.950	14.070	14.110	14.350	14.470	14.510	14.750	14.870	14.910

Code	Classification Name	Eff. 4/19/99			Eff. 4/17/00			Eff. 4/16/01		
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
Section 900 (Continued)										
206	Process Controller	14.150	14.270	14.310	14.550	14.670	14.710	14.950	15.070	15.110
207	Finish & Decorating Oper.	13.480	13.600	13.640	13.880	14.000	14.040	14.280	14.400	14.440
208	Finish & Decorating Ctrlr.	13.580	13.700	13.740	13.980	14.100	14.140	14.380	14.500	14.540
209	Mold Setter	13.950	14.070	14.110	14.350	14.470	14.510	14.750	14.870	14.910
210	Linestocker-Fork Lift	13.600	13.720	13.760	14.000	14.120	14.160	14.400	14.520	14.560
Section 1800										
076	Yale Stacker	13.550	13.625	13.650	13.950	14.025	14.050	14.350	14.425	14.450
166	Muledriver	13.510	13.585	13.610	13.910	13.985	14.010	14.310	14.385	14.410
167	Repair Damaged Refrigerators	13.950	14.025	14.050	14.350	14.425	14.450	14.750	14.825	14.850
170	Warehouseman	13.440	13.515	13.540	13.840	13.915	13.940	14.240	14.315	14.340
193	Truck Spotter	13.510	13.620	13.660	13.910	14.020	14.060	14.310	14.420	14.460
200	Warehouse Operator	13.550	13.625	13.650	13.950	14.025	14.050	14.350	14.425	14.450
Section 1900										
090	Maintenance Foam Tech.	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
093	Carpenter 1C	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
105	Millwright 1C	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
109	Oiler-Qualified	14.840	14.915	14.940	15.240	15.315	15.340	15.640	15.715	15.740
110	Plumber/Steamfitter 1C	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
113	Sheetmetal Worker 1C	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
121	Welder Maintenance 1C	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
135	Maintenance Painter 1C	15.090	15.165	15.190	15.490	15.565	15.590	15.890	15.965	15.990
146	Mule Mechanic	15.680	15.755	15.780	16.080	16.155	16.180	16.480	16.555	16.580
158	Electrical Technician	15.880	15.955	15.980	16.280	16.355	16.380	16.680	16.755	16.780
194	Yardman	14.860	14.935	14.960	15.260	15.335	15.360	15.660	15.735	15.760
227	Electronics Tech.	17.480	17.555	17.580	17.880	17.955	17.980	18.280	18.355	18.380
228	Automated Equip. Spec.	16.080	16.155	16.180	16.480	16.555	16.580	16.880	16.955	16.980
229	Machine Maintenance	15.180	15.255	15.280	15.580	15.655	15.680	15.980	16.055	16.080
230	Maintenance Utility	15.180	15.255	15.280	15.580	15.655	15.680	15.980	16.055	16.080
231	Electrician - Maintenance	15.880	15.955	15.980	16.280	16.355	16.380	16.680	16.755	16.780

Code	Classification Name	Eff. 4/19/99			Eff. 4/17/00			Eff. 4/16/01		
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
Section 2000										
080	Inspector Layout/CMM Opr.	14.230	14.305	14.330	14.630	14.705	14.730	15.030	15.105	15.130
082	Inspector Layout	13.730	13.805	13.830	14.130	14.205	14.230	14.530	14.605	14.630
084	Elec. Receiving Insp. Test	13.570	13.645	13.670	13.970	14.045	14.070	14.370	14.445	14.470
085	Inspection Receiving	13.465	13.540	13.565	13.865	13.940	13.965	14.265	14.340	14.365
086	Inspector Final	13.435	13.510	13.535	13.835	13.910	13.935	14.235	14.310	14.335
088	Inspector Line	13.465	13.540	13.565	13.865	13.940	13.965	14.265	14.340	14.365
089	Inspector Leadman Recvg.	13.670	13.745	13.770	14.070	14.145	14.170	14.470	14.545	14.570
144	Final Inspector Leak Test	13.435	13.510	13.535	13.835	13.910	13.935	14.235	14.310	14.335
169	Inspection Leadman Line	13.595	13.670	13.695	13.995	14.070	14.095	14.395	14.470	14.495
184	Receiving Inspection Controller	13.950	14.025	14.050	14.350	14.425	14.450	14.750	14.825	14.850
Section 2300										
116	Journeyman Tool & Die Maker	18.550	18.625	18.650	18.950	19.025	19.050	19.350	19.425	19.450
079	Leadman	\$0.30 over highest rate								
Section 2400										
123	Yardman-Janitor	13.215	13.290	13.315	13.615	13.690	13.715	14.015	14.090	14.115
124	Janitor	13.115	13.190	13.215	13.515	13.590	13.615	13.915	13.990	14.015
186	Janitor Muledriver	13.215	13.290	13.315	13.615	13.690	13.715	14.015	14.090	14.115

1999

JANUARY

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JULY

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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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OCTOBER

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MAY

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NOVEMBER

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JUNE

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DECEMBER

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Holidays

JANUARY

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JULY

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FEBRUARY

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AUGUST

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SEPTEMBER

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APRIL

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MAY

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NOVEMBER

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DECEMBER

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Holidays

2001

JANUARY

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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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Holidays

2002

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FEBRUARY

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Holidays

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