

## **WHIRLPOOL AMANA DIVISION**

### **UNION CONTRACT**

AGREEMENT by and between Whirlpool Amana Division, hereinafter designated as "Company", and Local Lodge No. 1526 of the International Association of Machinists and Aerospace Workers, A.F. of L.-C.I.O., hereinafter designated as "Union" - representing the employees of the bargaining unit as hereinafter defined, to wit:

#### **DECLARATION**

The Union and the employees recognize the high quality of the products manufactured and sold by the Company and the tradition behind said products and the importance of maintaining the confidence of the consumer public.

The Company and the Union acknowledge that harmony, cooperation, and a sincere understanding in their relationship with each other are essential to the welfare and progress of the parties hereto.

With a full acknowledgement of the facts, the Company and the Union pledge themselves to fair and understanding dealings with each other in accordance with the terms of this agreement.

It is the principal implicit in the relationships of the Company and the Union that no employee or applicant for employment will be discriminated against because of such individual's race, color, religion, sex, national origin, disability or age.

The Union recognizes the Company's obligations under Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act of 1974, and pledges its full cooperation in assisting the Company to fulfill these obligations provided that in such cooperation it does not violate the terms and conditions of the Collective Bargaining Agreement.

Employees may be referred to in the masculine gender, e.g. "he" or "his" in this Agreement. Such description is for convenience only as all references to employees are intended and do apply to employees of both sexes. In consideration of the mutual promises herein contained, it is agreed as follows:

#### **ARTICLE I Recognition**

1. The Company recognizes the Union as the sole collective bargaining agency for all employees in the unit as hereinafter defined for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

2. The bargaining unit shall consist of all hourly-rate factory employees of the Company, except, however, the term "employee" shall not include any office employees in the main office or general factory offices, guards, all employees in engineering, model shop employees, testing laboratory or research employees, over-the-road truck drivers, clerical employees, time keepers, administrative employees, supervisors or any other person occupying a higher supervisory or executive position.

## **ARTICLE II Bargaining Committee**

3. The Company recognizes and will deal with the Plant Chairperson, or his/her designee, Bargaining Committee, Safety Committee, Department Stewards, and Business Agent, in all matters relating to grievances, interpretations of this agreement or any other matters which affect or may affect the relationship between the Company and the Union.

\*4. The Bargaining Committee shall consist of not more than seven (7) employees. Three (3) shall be from the first shift of which one will be recognized as Plant Chairperson - 1st shift, and two (2) from the second shift of which one (1) will be recognized as Plant Chairperson - 2nd shift, and one (1) Plant Chairperson from the 3rd shift. **Additionally, there will be one (1) Committee person from the 3rd shift if the total number of employees is 250 or more or if at least one (1) of the main assembly lines is operating.** Committee persons shall be elected or selected by the Union from among its members employed by the Company.

5. The Union will furnish a list of Bargaining Committee members and Stewards to the Company immediately after their election or appointment and shall promptly notify the company of any changes in the committee membership and Stewards.

\*6. The Company agrees to meet with the Union's Bargaining Committee, Business Representative, and Executive Board not less than once per month to discuss matters of interest to the parties. **Additionally, the Company agrees to meet with the Union's Bargaining Committee and Business Representative not less than once per month to discuss contractual matters of interest to the parties.**

7. The Plant Chairperson, Bargaining Committee and Department Stewards will be allowed a reasonable time to attend to Union duties required of them under the grievance procedure hereinafter set forth and for attendance at regular or special meetings with Management. No Plant Chairperson, Department Steward or Bargaining Committee person shall leave his/her work for any Union duties without first notifying and obtaining the permission of his/her Group Leader, Team Leader, or Supervisor prior to leaving his/her workstation. Such permission shall be granted as soon as reasonably possible, but in no event more than two (2) hours from the time of such request. On entering another Supervisor's department such Union officials will notify the Supervisor, Group Leader or Team

Leader and arrange to conduct the required Union business in a manner least likely to unreasonably interfere with the work of the employee involved. All time so spent for which the Union representative may be paid, will be clocked in and out as such on standard job cards.

8. Committee members shall be allowed their regular rate of hourly pay for attendance at meetings with Management. All meetings shall be confined to two (2) hours in duration except in cases of emergency.

### **ARTICLE III Management Rights**

9. Management of the Company and direction of the working force, including the right to plan work and control plant operations, to hire, transfer, discipline, suspend or discharge employees for just cause, to determine skill, ability and other qualifications of employees, to relieve employees from duty because of lack of work or other legitimate reasons, to introduce new or improved production methods, and otherwise direct the working force, is vested exclusively in the Company, subject to the terms of this Agreement.

10. It is agreed that a Supervisor's duty is to supervise the work of those employees under his/her jurisdiction. Supervisors will not normally perform manual operations except (a) in the Maintenance Department, (b) in the Tool Room, and (c) Waste Treatment where there are not more than ten (10) employees including the Supervisor. It is recognized, however, that there are circumstances that may require a Supervisor to do manual labor, such as:

(a) Training new employees or improving work methods, providing a regular employee is not replaced after a machine is set up and ready for production.

(b) In determining cause of trouble on a production operation and in restoring the operation to efficient production.

(c) Assisting set-up persons.

(d) Any emergency situations where production is jeopardized or property is in danger.

### **ARTICLE IV Workday and Workweek**

11. The normal daily work schedule shall be eight (8) hours, exclusive of lunch period, except that the third shift shall be seven (7) hours in duration. If a full assembly operation is required on third shift, it shall be an eight (8) hour shift, exclusive of lunch period.

12. The normal weekly work schedule shall be five (5) consecutive days, Monday through Friday, inclusive, thus constituting forty (40) hours as a normal work week. However, nothing herein shall be construed as:

(a) A guarantee of any minimum number of hours work, or as

(b) A limitation of the numbers of hours work as conditions necessitate, as may be agreed to by the Company and the Union.

13. Lunch periods on any shift or in the various departments shall be on the employee's own time. The current schedule of lunch periods will remain the same. Any permanent change in the time or length of the lunch period of an entire department will be by mutual agreement between the Company and the Union. Any permanent change in the time and length of the lunch period of an individual employee will be by mutual agreement between the Company and the employee involved. The Company reserves the right to establish the time and length of lunch periods for new departments and/or new jobs added to a department. Any temporary change in an employees lunch period will be within one and one-half (1 1/2) hours of their regular lunch period, except for those employees in Labor grades A and B which may be greater than one and one-half (1 1/2) hours if there is an emergency which would effect regular production. The Company will communicate the reason to affected employees and the plant chairperson in a timely fashion.

\*14. The normal work shift shall commence operation as follows, except in any department where continuous operations are required:

First Shift	7:00 A.M.
Second Shift	3:30 P. M.
Third Shift	12:00 Midnight
Third Shift Full Assembly	10:30 P.M.

Factory clocks will be set on daylight savings time only for the period during which the State of Iowa observes state-wide daylight savings time.

\*15. Any change in the commencing time of an entire department shall be by mutual agreement **between the Bargaining Committee and the Company**. Any change in the commencing time of an individual employee will be by mutual agreement between the Company and the employee involved. The Company reserves the right to establish the commencing time of new departments and/or new jobs added to a department.

16. All work performed on the third shift starting Friday night shall be considered as worked on a Saturday, and all work performed on the third shift starting Saturday night shall be considered as worked on a Sunday.

17. Quality Assurance Department personnel working in the various departments and employees transferred temporarily prior to their meal period will abide by the schedule of

working hours, rest periods, and meal periods of the employees in said departments. Employees transferred temporarily after their meal period will be required to abide by the scheduled second rest period only.

\*18. The Company will schedule the two (2) nine (9) minute break periods during the first half of the shift and one ten (10) minute break period midway during the second half of the shift. The Company will remain on the current schedule unless conditions necessitate a change. This schedule shall also apply to the full assembly operations, eight (8) hour shift, scheduled on third shift. An additional ten (10) minute break period will be scheduled in the event that at least two (2) hours overtime is worked. **Employees working the 12:00 (midnight) to 7:00 a.m. shift will be allowed two (2) six (6) minute bread periods, one (1) midway between the beginning of the shift and the fifteen (15) minute lunch period and the second midway between the fifteen (15) minute lunch period and the end of the shift.**

19. Two (2) minutes will be allocated immediately preceding the end of the shift to permit employees to clean up their work area and to shut down equipment.

## **ARTICLE V Overtime**

20. One and one-half (1 1/2) times the regular rate of pay will be paid for all time worked in excess of eight (8) hours in any one day or for all the time worked in excess of forty (40) hours in any normal workweek, whichever is greater.

21. Double the regular hourly rate of pay shall be paid for all time worked on Sunday, except in the case of boiler room employees.

22. One and one-half (1 1/2) times the regular rate of pay will be paid for all time worked on Saturday.

23. One and one-half (1 1/2) times the regular rate of pay will be paid for all time worked prior to the starting time of the employee's regular work shift. For the purpose of computing premium pay for Saturday and Sunday work, all work for the second shift shall be considered as having been performed on the calendar day in which the particular shift commenced. Any extension of the shift beyond one (1) hour will be at double time for the hours worked past the end of the regular eight (8) hour shift. All work performed on the third shift starting Sunday night shall be considered as worked on a Monday.

24. Employees who worked in excess of their scheduled hours in any day and/or week shall not be laid off during their regular scheduled working hours as a result of having worked overtime.

25. Qualified employees may be scheduled to work overtime as conditions necessitate in accordance with the following rules:

(a) All overtime is to be rotated in classification as follows: In any Supervisor's Department, properly classified employees will be asked to perform the required work in turn within their classification on the basis of plant seniority. In the event too few employees within the classification agree to work, the Supervisor and/or Group Leader(s)/Team Leader(s) will first ask the other employees within the department who are qualified to do the work; second, the Group Leader(s) or Team Leader(s) in the department; third, the appropriate Extra Operators; and then he/she may ask any one who is able to do the work. Each such department shall maintain three (3) separate rotation lists. One shall be used for Monday through Friday; one list shall be used for Saturday; one list shall be used for Sundays and holidays.

\*(b) Effective January 1, 1996, if overtime requirements are not satisfied by offering overtime in accordance with the above, the overtime will be assigned to qualified employees in reverse seniority within their regular job classification and department.

Notification required for mandatory overtime:

Minimum of two days for weekdays.

Minimum of four days for Saturday.

Restrictions on Company use of mandatory overtime:

No more than two (2) hours per weekday.

No more than eight (8) hours per Saturday.

No more than eight (8) hours per week.

No more than 24 hours per month.

No more than 72 hours per quarter.

No more than 216 hours per calendar year.

No Saturdays in conjunction with holidays.

No Sundays.

**4-10 hour shift schedule:**

**Minimum of three days for Friday.**

**No more than ten (10) hours on Friday.**

**No more than ten (10) hours per week.**

**No more than thirty (30) hours per month.**

**No more than eighty (80) hours per quarter.**

**No more than two hundred seventy (270) hours per calendar year.**

**No Fridays in conjunction with holidays.**

**No Sundays.**

Employees will not be assigned to work mandatory overtime in the following instances:

- Scheduled vacation
- Scheduled holidays
- Jury Duty
- Funeral leave
- Monthly Local Lodge #1526 Meeting (Except for paragraph (h) below)

If an employee is scheduled to work mandatory overtime, works part of the assigned hours and is then sent home, he/she will receive credit for all assigned hours.

In the event the mandatory overtime is cancelled for any reason other than those listed in paragraph 35 with less than one day notice, those assigned will receive report pay in accordance with paragraph 35.

If a qualified volunteer can be found, he/she can replace the employee who was scheduled to work mandatory overtime upon advance approval of the department Supervisor.

(c) For Saturdays, Sundays and designated holiday purposes only overtime scheduled to start between 3:00 A.M. and 11:00 A.M. shall be taken from the 1st shift department rotation list; between 11:00 A.M. and 7:00 P.M. shall be taken from the 2nd shift department rotation list; and between 7:00 P.M. and 3:00 A.M. from the 3rd shift department rotation list. This schedule pertains to each department operating on more than one shift. The Company will equalize as evenly as practicable the overtime in those departments operating on more than one shift.

(d) A probationary employee shall not work overtime unless the entire department works or unless no one with ability is available in the classification.

(e) Failure to report for overtime work after having agreed to do so, may result in disciplinary action unless a valid reason is presented.

\*(f) Prior to any overtime being worked, a list will be made out by the Supervisor. The Steward will sign the same after verifying its accuracy and will then be given a duplicate copy for his/her own records. In the event the Steward does not agree with the Supervisor and does not sign the overtime list, due to an error on it, or if the Supervisor changes the list after it has been signed by the Steward, and as a result a grievance is filed, the Company will pay the employee for the time lost. **Failure of the Company to provide the Departmental Steward, or the Plant Chairperson in the**

**absence of the Departmental Steward, with an overtime list curtails the right of the Company to discipline any employee for failure to report for such overtime.**

(g) Overtime shall not be paid more than once for any hour worked except as hereinafter provided. In the event there is an error in allotting overtime work, the Company will give the employee deprived of same an opportunity to equalize his/her overtime within the following thirty (30) calendar days, or if such opportunity is not given the employee, he/she will be paid for the time lost, provided the Supervisor is notified within seven (7) calendar days after the error takes place. No penalty shall be attached to the Company except as specified herein or in (f) above.

(h) Any deviation from the above rules to cover an emergency that may arise in a department must be made by mutual agreement between the Plant Chairperson and Supervisor.

(i) Group Leaders or Team Leader may be kept for overtime in the following:

- (1) Group Leader or Team Leader Training.
- (2) After the department has been cleared for overtime.
- (3) Working in his/her classification.
- (4) Emergency situations when no qualified employees are available in his/her department.

## **ARTICLE VI Holidays**

26. There shall be twelve (12) paid holidays, namely: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the Friday after Thanksgiving, the Day before Christmas, Christmas Day, New Year's Eve Day and a floating holiday.

27. Regular employees shall be entitled to schedule their floating holiday on a mutually agreeable workday, as agreed to between the employee and their Supervisor, any time between October 1st and December 31st of the following year. Employees must have their probationary period completed by March 15th to be eligible for the floating holiday (Lost if not taken).



28. Regular employees, except as hereinafter provided, shall receive eight (8) hours pay at their regular hourly rate of pay for the designated holidays not worked, whether or not said holidays fall or are celebrated during the normal work week. Employees who have not completed their probation period, as hereinafter defined, in the plant shall not be considered regular employees under the provisions of this Article. An employee shall not be eligible for such holiday pay if he/she fails to work all scheduled hours of his/her last scheduled shift prior to the holiday 'or' his/her first scheduled shift after such holiday, unless such absence is for good and sufficient reason.

29. Regular employees on an authorized leave of absence of a duration not to exceed 30 calendar days shall be entitled to holiday pay as herein provided. Employees receiving S & A Benefits shall receive one (1) day less of S & A Benefits for each paid holiday (except floating holiday).

30. Regular employees laid off in accordance with the provisions of the contract shall not be entitled to pay for such holidays which occur during the period of such layoff unless said employee performs any work within fourteen (14) days preceding or following said holiday. For the purpose of determining whether a laid off employee is entitled to holiday pay, Sunday through Saturday shall be considered the work week.

31. Employees will not be required to work on a designated holiday and will still receive his/her idle holiday pay as herein provided.

32. Time worked on a designated holiday shall be paid for at double the regular hourly rate of pay together with the eight (8) hours holiday pay provided for in paragraph 26 of this Article.

33. For the purpose of computing holiday premium pay for time worked, all work for the second shift shall be considered as having been performed on the calendar day in which the shift started. Any extension of the shift beyond one (1) hour will be at double time for the hours worked past the end of the regular eight (8) hour shift. All work performed on the third shift starting on a holiday night shall be considered as worked on the next day.

34. Paid holidays falling on a Saturday will be celebrated on the immediately preceding Friday and those falling on a Sunday will be celebrated on the Monday immediately following except for the Christmas or New Year's holidays which may be scheduled differently by mutual agreement. The Company and Union agree to schedule the holidays to conform with any Federal or State laws pertaining to three (3) day weekends.

## **ARTICLE VII**

### **Emergency and Call**

35. Except in cases of fire, flood, utility failure, inclement weather, delays in receiving material, breakdown of machinery, acts of God, or other causes which the Company has no control, an employee reporting for work at his/her regular starting time, without

having been previously notified not to report (provided he/she is available for such notice), shall be given at least three (3) hours of any work at his/her regular rate of pay, or if no work is available he/she shall be given three (3) hours pay.

36. Should an employee be called in to work after the termination of his/her regular shift, he/she shall receive no less than four (4) hours work for four (4) hours pay at one and one-half (1 1/2) times his/her regular rate of pay.

37. If the Company is unable to contact some employee to be called in to work in an emergency, a duly elected Union representative or officer will be notified if such a person is present on Company property and will be allowed to try to telephone the employee if he/she so wishes. The Union will provide the Company at all times with an up-to-date list of all Union representatives and officers and said list will be permanently posted in both the Production Office and the Human Resources Department.

38. Employees shall be paid only for hours actually worked when the plant or any department is shut down because of a bomb threat. In the event employees are given the option to either remain at work or punch out because of a bomb threat, any employee who punches out shall only be paid for hours actually worked.

## **ARTICLE VIII**

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### **Section 1 - Seniority**

39. Except as otherwise specifically provided in this Agreement, the only seniority recognized shall be plant seniority.

40. A "department" is defined, for the purposes of this Agreement, as a group of employees in one or more recognized job classifications and department number (#) working under a salaried employee whose status is that of supervisor or above.

41. The term "regular employee" means an employee who has completed his/her probation period after hire, as defined in Article VIII of this Agreement.

42. The term "regular job" is defined as any job classification which the employee has received by bid award, by assignment in the absence of bids, by transfer (other than temporary), or by hire as set forth in Article XI.

43. The term "regular shift" is defined as follows:

(a) The shift an employee is currently working or

(b) The shift of the department an employee has recall rights to.

44. Seniority rights of employees promoted or transferred from the bargaining unit to job duties excluded from the bargaining unit by Article 1, paragraph 2:

(a) Supervisors shall accrue plant seniority. All other employees, except Group Leaders or Team Leaders, shall retain but not accrue plant seniority. Provided, however, that Supervisors who are so promoted after September 25, 1969, shall continue to so accrue seniority for a period of but six (6) months after such promotion. Thereafter all seniority in the bargaining unit shall be totally forfeited.

(b) Group Leaders or Team Leaders are not excluded from the bargaining unit and shall accrue plant seniority.

(c) In the event such an employee returns to the bargaining unit, he/she shall be laid off in accordance with paragraph 52 (a) below if any employee with more plant seniority is so laid off. If there is no one laid off with more plant seniority, he/she shall then return to his/her last regular job classification and replace a worker having lesser plant seniority or, if he/she cannot do so, he/she shall then abide by the applicable provisions of this Article with respect to reduction in force and recall to said job classification.

(d) No employee returning to the bargaining unit as herein provided shall have the right to bid on any job vacancy during the first thirty (30) calendar days thereafter.

(e) Any employee, other than a Supervisor, promoted or transferred out of the bargaining unit shall have thirty (30) calendar days from the date of notice of promotion or transfer within which he/she may choose either to return to the bargaining unit or accept the promotion or transfer. A Supervisor shall have one-hundred-eighty (180) calendar days in which to make such choice.

45. An employee shall lose his/her seniority rights for any of the following reasons:

(a) If he/she quits voluntarily.

(b) If he/she is discharged for just cause.

(c) If he/she fails to accept recall to work within seven (7) workdays from date of notice of recall.

(d) If he/she is voluntarily absent for three (3) consecutive workdays

without notifying the Human Resources Department.

(e) If he/she misrepresents his/her reasons for a leave of absence, or overstays such leave without justification, or obtains other employment while on leave, or if he/she cannot return to work after having been authorized the maximum duration of leave specified in Article XII, paragraph 92.

(f) If he/she is laid off for a period in excess of that allowed in paragraph 63.

(g) If he/she is absent over five (5) consecutive workdays without having applied for and been granted an authorized leave of absence.

46. Nothing herein shall necessitate the employment of any employee in a job for which he/she is not qualified or physically fit or for work not required. By agreement between the Company and the Union an employee may be required to submit to a physical examination by a Company approved doctor to determine physical fitness as a condition of continued employment. If the Company doctor and employee's personal physician do not agree with respect to the question of his/her physical fitness for employment, the employee may be referred to a third physician selected by the parties, whose decision following examination of the employee shall be binding.

47. In the event an employee is justly removed from his/her regular job classification for any reason other than discharge or suspension because of violation of Company rules, such employee shall have the right to use his/her plant seniority in accordance with the provision of paragraph 54 and 56 below, as though affected by reduction in force and his/her bidding rights will be restored. The disqualification of an employee shall be subject to the grievance procedure. Before an employee is disqualified, the Plant Chairperson and Department Steward will observe the employee on the job. The Plant Chairperson of the employee's shift shall be present when the employee is so disqualified and the Business Representative shall be informed concerning the reasons for the employee's disqualification.

## **Section 2 - Probation**

48. New employees shall be on probation for a period of sixty (60) calendar days and, if retained, such employee's seniority shall be calculated from the date of employment. New employees on sixty (60) days probation shall not be considered regular employees within the terms of this contract. Probation period may be extended thirty (30) calendar days by mutual agreement between the Company and the Union.

(a) During the period between April 15 and June 30, the Company may hire a maximum of ten percent (10%) of the number of the bargaining unit as temporary employees with a probationary period of ninety (90) calendar days. This probationary period may be extended for thirty (30) calendar days. In the event

such employee(s) are retained past this probationary period, they will become regular employees and their seniority date will be their most recent date of hire. This paragraph cannot be utilized if any bargaining unit employees are laid-off.

49. The Union shall have no jurisdiction over probationary employees, and the Company shall have the right to reject such new employees anytime within said probationary period as heretofore defined.

50. A regular employee in the bargaining unit shall be an employee who has completed his/her probationary period, as defined above. Upon completing his/her probationary period the employee's plant seniority will date from the first workday of his/her last employment in the plant. The plant seniority of employees who begin work on the same day will be determined by the order of hire as shown by the date and hour typed on the notice of hire. Employees who commence their employment on the third shift before midnight Sunday are understood to begin work Monday and other days for the third shift will be determined in similar fashion.

### **Section 3 - Shutdowns**

\*51. The following procedure will be used in the event of a complete or partial shutdown of plant, department, or job classification therein caused by fire, flood, delays in receiving material, breakdown of machinery, acts of God, or other causes which the Company has no control when such shutdown does not exceed five (5) workdays in duration. **If work is not available elsewhere in the plant, those employees affected will be afforded the opportunity, by seniority, of going home. In the case an employee elects to go home, such employee may utilize vacation for the time away from work. However, an affected employee who requested vacation prior to Company knowledge of such complete or partial shutdown will be afforded the opportunity to use the requested vacation first.**

(a) The employees whose jobs are affected by the shutdown shall be relieved from work and sent home. No employee shall be allowed to work in the job classification of an employee sent home due to a complete or partial shutdown, except in emergency situations, including die changes, not to exceed four (4) hours in any eight (8) hour shift and as set forth in paragraph (b) below.

(b) If any work in their regular job classification is available to employees affected by the shutdown, the properly classified employees, having the greatest plant seniority will be retained provided they are able to perform such available work. Extra Operators First-Class and Assemblers replacing absent workers may be retained during a complete or partial shutdown provided the job which is being filled is not affected by the shutdown. However, if on the first full day of a shutdown the Company has advance notice of an absentee, a properly classified person will be retained.

(c) Employees on temporary transfer to jobs affected by a shutdown will return to their regular departments and classifications unless their jobs are affected by the shutdown.

(d) Additional people needed in another classification, where all properly classified persons are being retained, shall be kept on the basis of plant seniority provided they are able to do the available work.

(e) Probationary employees will be relieved from work and sent home if their department is affected. If their department is not affected, probationary employees will be allowed to work during the remainder of their shift or eight (8) hours whichever occurs first. If the shutdown goes beyond the end of their regular shift, probationary employees will be relieved from work and regular employees will be retained. Probationary employees on the two (2) shifts immediately following will not be affected if there is no partial shutdown on their shift.

(f) If the shutdown exceeds five (5) workdays in duration, the provisions of paragraph 52 below will be applied and employees sent home due to the shutdown will be called back unless laid off in accordance with their plant seniority; provided, however, that during inventory shutdowns of not more than ten (10) workdays in duration, regular members of the Maintenance Department, Shipping Department and Waste Treatment may be retained for their regular work. During vacation shutdown of not more than fifteen (15) workdays in duration, regular members of the Maintenance and Shipping Departments may be retained for their regular work.

52. The following procedure will be used in effecting a reduction in force or a complete or partial shutdown of the plant, a department or job classification therein when such shutdown exceeds five (5) workdays in duration:

(a) Any reduction in the total working force shall be made by plant seniority and, except as provided under paragraphs 59 and 64 of this Article, the employee or employees with the least plant seniority shall be laid off first.

(b) With the exception of Group Leader or Team Leader, any reduction in force in a given department shall be by job classifications affected and according to plant seniority, provided the employees in their trial period shall be reduced first. The foregoing is subject to the provisions of paragraph 64 of this Article. Provided, further, that the reduction and recall of employees in the Automatic Progression Classifications shall be according to the employee's regular hourly rate within the particular job classifications, i.e., the employee within the job classification affected having the lowest regular hourly rate being reduced first by plant seniority and the reduced employee having the highest regular hourly rate being recalled first by plant seniority. Reduced employees shall be transferred to job vacancies in the following order:

- (1) Employees with greater plant seniority will be transferred to existing job vacancies in their regular job classifications and, if possible, on their regular shift.

- (2) Employees with lesser plant seniority will be transferred to existing vacancies in their former job classification, or, if that is not possible, to remaining job vacancies which shall be posted.
- (3) No employee shall be placed in any department or job classification therein to which some other senior employee has right of recall, as provided in paragraph 63 of the Article, unless said employee is laid off from the working force in accordance with his/her plant seniority.

(c) Each employee affected by a reduction in force shall be given a notice in writing one (1) workday prior to the effective date of transfer. An employee being laid off out of the plant will be given a notice in writing three (3) workdays prior to the effective date of layoff, which effective date shall be his/her last day worked in the plant.

(d) During the day prior to the giving of any notice of reduction in the total working force, the Company will give the Union a list of all employees being laid off from the plant, which list will also be posted on the bulletin board. The Company and the Union agree that in all layoffs they will cooperate in affecting an orderly and fair reduction of the working force in accordance with the provisions of this agreement.

53. When closing the plant for inventory, the Company may retain seventy-five percent (75%) of the regular employees in the critical warehouse areas and twenty-five percent (25%) in other areas. The opportunity to work shall be offered first to the employees with the greatest plant seniority in the area involved. If insufficient numbers of employees choose to work, then the least senior will be retained. Additional employees needed will be acquired by plant seniority if they are willing to work. After completion of inventory in any department or area, the affected employees may be released.

#### **Section 4 - Layoff**

54. The following rights of regular employees affected by the reduction in force provisions of this Article shall be recognized, provided the employees are not laid off from the working force in accordance with their plant seniority:

(a) The employee may in any case accept transfer to an existing job vacancy and await recall to his/her department and/or job classification therein or to his/her regular job classification in some other department.

(b) If removed from his/her regular job classification, the employee shall have bidding rights restored and may also elect to file a written bump grievance as provided in paragraph 56 below in this Article to do one of the following things:

- (1) Exercise his/her plant seniority to remain in his/her regular job classification by replacing the least senior employee in said job classification, in another department, on either shift, whose job he/she is able to perform. If the bump is to a progressive rate classification, the least senior employee in the lowest hourly rate would be the one affected.
- (2) Exercise his/her plant seniority and replace the least senior employee by plant seniority in any other classification on any shift and is then able to perform the work required. If the bump is to a progressive rate classification, the least senior employee in the lowest hourly rate will be the one affected.

(c) If removed from his/her regular shift but not from his/her regular job classification, the employee may file a written bump grievance asking to exercise his/her plant seniority and replace the least senior employee by plant seniority in his/her job classification on his/her regular shift, or replace some other employee whose job he/she is able to perform in some other job classification, except that he/she shall not be privileged to replace an employee on the shift to which he/she is transferred by the Company unless it must be as a last resort.

- (1) If reduced from the shift of the department he/she has recall rights to within his/her regular job classification he/she shall be privileged to exercise his/her plant seniority and replace the least senior employee in a previously held regular job classification, whose job he/she is able to perform on the shift transferred to in a higher labor grade. However, he/she shall lose recall rights to the job classification he/she is bumping out of.

(d) Any employee replaced by another employee as provided in this paragraph shall be afforded the same rights recognized in paragraphs (a), (b), and (c) above.

(e) After receipt of a bid award, should an employee be transferred due to a reduction in force during his/her trial period and not be reduced to his/her previous held job classification and shift, he/she shall have the right to exercise his/her plant seniority and replace the least senior employee in his/her previously held regular job classification whose job he/she is able to perform.

(f) At the time a reduction of the total work force occurs, if removed from his/her regular shift, but not from his/her regular job classification, the employee may bump on that shift to a previously held regular job classification, whose job he/she is able to perform.



(g) At the time a reduction of the total work force occurs (but no later than the third workday following effective date of reduction of the work force):

(1) Any employee removed from his/her regular job classification may elect to file a written grievance within two (2) workdays following the date he/she received his/her notice of transfer. The grievance shall state that he/she wishes to take a voluntary layoff and go home to await recall to a vacancy in the job classification. On the 60th calendar day of voluntary layoff, said employee shall have the right to exercise his/her plant seniority as provided in paragraphs 54 (b) (1) and (2).

(2) Any employee not removed from his/her regular job classification, if their job classification was affected, may elect to file a written grievance prior to the effective date of layoff and request to take a voluntary layoff and go home to await recall to a vacancy in the job classification, and be considered the least senior employee in the job classification. The Company will have the right to determine if said employee will be granted a voluntary layoff. On the 60th calendar day of voluntary layoff, said employee shall have the right to exercise his/her plant seniority as provided in paragraph 54 (b) (1).

(3) The Company shall not protest the unemployment benefits for any employee who elects to take a voluntary layoff.

#### (h) Voluntary Layoff

A voluntary layoff is intended for layoff periods that do not exceed 90 days in duration. Prior to a long term reduction of the total workforce, a voluntary layoff will be provided to employees in the affected classifications the opportunity to take time off without pay while maintaining their seniority. The following process and guidelines will apply for all voluntary layoffs:

- (1) The number of affected positions by each job classification will be posted at least 1 week prior to the effective voluntary layoff date.
- (2) Employees will be required to submit a written Voluntary Layoff Request Form (available from Human Resources) to Human Resources within 2 work days indicating their name, department, employee number, supervisor, current phone number and requested voluntary layoff dates.

- (3) Voluntary layoff requests must be for a minimum of 30 days but cannot exceed 90 days.
- (4) Voluntary layoffs will be awarded based on seniority and the number of affected positions in each job classification.
- (5) The Company may recall employees from voluntary layoff with one week's notification. Likewise, employees may voluntarily return to work with one week's notification to the Company once they have reached the 30 day minimum leave period. Employees may return in less than one week by mutual agreement between the employee and the Company.
- (6) Employees, who are approved for voluntary layoff, will continue to accrue seniority.
- (7) Employees on voluntary layoff will not be eligible for holiday pay during the voluntary layoff period.
- (8) Employees' vacation accrual will not be affected for those employees on voluntary layoff.
- (9) The Company will not contest unemployment benefits for any person who applies for benefits while on voluntary layoff.
- (10) Employees' benefits will continue while on voluntary layoff and benefit contributions may be paid weekly.
- (11) At the end of their voluntary layoff period, employees will return to their current job classification, department and shift seniority permitting.
- (12) If an employee is reduced out of their job classification due to a lack of voluntary layoff candidates, they will have the option of taking voluntary layoff or exercising their bumping rights.

If a long term reduction in the total work force occurs, layoff and recall provisions in Article VIII, Section 4 will apply.

55. If the employee is unable otherwise to replace some employee whose work he/she is able to do and if he/she cannot do such available work as may be assigned by the Company (either before commencing work where assigned or after trying the job), and therefore he/she would have no further alternative but to accept a layoff from the working force and go home.

56. An employee wishing to exercise his/her rights of replacing some other employee, as provided in paragraph 54 of this Article, must file a written bump grievance within two (2) workdays following the date he/she received his/her notice of layoff and transfer. The bump grievance shall name the Supervisor of the department and indicate the job classification in which he/she wishes to work. All such written bump grievances shall be recognized as filed at Step 3 of the grievance procedure as provided in Article XIII of this Agreement except that they shall be submitted to the Human Resources Department for proper disposition by the Department Steward, Plant Chairperson, or Union Committeeperson on the grievant's work shift. Failure to file such a written bump grievance within two (2) workdays following the date he/she received his/her notice of layoff and transfer, shall preclude the employee from any further right to exercise of said rights and, if the employee does not have enough plant seniority to replace as a last resort some other employee whose job he/she is able to perform and either has not been placed where work is available or else is unable to perform work duties assigned by the Company, the employee may then be laid off and replaced by recall or by hire. It is understood that if an error occurs, the terms of this section shall not serve to limit the force and effect of paragraph 61 of this Article. It is also understood that, if more than one employee files a bump grievance to exercise seniority as provided in paragraph 54 of this Article, the bump grievances of senior employees will be recognized and the employee with lesser seniority will be allowed to file revised bump grievances at Step 3 within two (2) workdays following the date of the Company's reply to their initial bump grievances.

57. The Company and the Union will endeavor to settle such bump grievances within one (1) workday after the bump grievance is filed with the Company and the Plant Chairperson. In the event there is a delay in such decision and layoff becomes effective, the employee may, provided he/she is willing and there is available work in the plant, be placed by the Company, after due consideration to the employee's seniority and qualifications, at other work in the plant at the top prevailing rate of pay for said job or his/her regular rate of pay, whichever is greater, until a decision is reached. If the decision is adverse to the employee, he/she may be laid off without further notice. If the employee is offered work during said period but he/she chooses to go home until such decision is reached and the decision is in his/her favor, he/she may return to the job in question without loss of seniority but without any right to pay for time lost. However, if during the period of decision there is no other work available or he/she is not placed by the Company at other work in the plant and, of necessity, he/she goes home waiting for the decision and the decision is in his/her favor, then he/she may return to the job in question without loss of seniority and shall be paid for all regular hours of work lost during such period.

58. Any employee who is unable to perform the regular duties of a job on which he/she exercises plant seniority shall be disqualified from that classification and shall be placed in other available work. His/her bidding rights shall be immediately available to him/her but he/she shall have no bumping rights.

59. The Company and the Union also recognize that the strict observance of the seniority provisions in this Agreement could result in layoff from the working force of a skilled worker, specifically an Automatic Foam Machine Operator, Die/Mold Setter, Electrical Specialist, Coating Specialist, Plastics Set Up & Operator, Tooling Specialist, Mechanical Specialist, Refrigeration Technician or Waste Treatment Operator for whom no qualified replacement could be found among the employees remaining on the labor force. To determine whether or not such a qualified replacement is available, the Company shall post a notice on the bulletin boards of intention to retain an employee with lesser plant seniority, stating the name of the employee and his/her job classification. An employee who has greater plant seniority and who believes himself/herself qualified for the job may file a written grievance at Step 3 within two (2) workdays following the day in which the notice was posted. If the grievant is properly qualified for the job he/she shall be given the opportunity to replace the employee with lesser plant seniority who will then be laid off. If, however, no qualified person files a grievance as provided in this section or if he/she does so but cannot perform the required job duties after being given an opportunity to do so, the employee with lesser plant seniority shall be retained or recalled, as the case may be, and the employee, if any, who replaced him/her shall either be transferred as though he/she were an unsuccessful bidder, as provided in Article XI, paragraph 82, or he/she shall be laid off from the plant in accordance with his/her plant seniority, whichever would be applicable. An employee with lesser plant seniority retained in this manner shall perform work only in this regular job classification and if there is no such work for him/her, he/she shall be laid off in accordance with his/her plant seniority.

60. Any employee who has not served his/her probation period, as defined in Article VIII, with the Company, shall not be allowed to work in any job classification when regular employees are being laid off except by agreement between the Company and the Bargaining Committee or as provided in paragraphs 59 and 64 of this Article.

\*61. If an employee is laid off from the working force or from his/her job classification, as the case may be, with seniority over any employee left on duty, the employee shall be recalled immediately. Also he/she shall receive full pay for hours lost. This provision does not apply to probationary employees, nor does it in any way alter the provision of paragraph 52 (c) above.

62. Supervisors will give out change notices the day they receive them.

### **Section 5 - Recall**

63. The following procedure shall be used, except as to Group Leaders or Team Leaders and as otherwise provided under paragraphs 59 and 64 of this Article, to recall an employee to work in the plant and to his/her job classification in his/her regular department or to his/her job classification elsewhere as vacancies occur. Employees laid off from their classification or department shall retain recall rights for three (3) years. Employees laid off from the plant shall retain recall rights as follows:

10 years or more service - 5 years

5 years or more service - 3 years

Regular employees with less than five (5) years of service - 2 years

(a) An employee laid off from the plant according to his/her plant seniority as provided in paragraph 52 (a) of this Article, shall be recalled by plant seniority and the employee or employees who have the greatest plant seniority shall be recalled first.

(b) Notice of recall to the plant in either case shall be by Certified Mail, Return Receipt, addressed to the employee's last known address according to the Company's records and the employee shall have seven (7) workdays from the date of mailing to report for duty. Upon his/her failure to so return the employee's name shall be removed from the seniority list. Special cases where an employee has a valid excuse for failure to return within the specified period will be given consideration.

(c) An employee reduced from a job classification in a given department shall have the option to accept or reject an opening in that job classification in that department when a vacancy occurs, and, if more than one employee should be subject to recall to said job classification and department, the employee with the greater plant seniority shall be recalled first with the right of refusal. An employee may only refuse a recall one (1) time in this situation.

(d) While awaiting recall to a job classification in a given department an employee who is working in the plant in some other job classification shall be recalled to a vacancy arising in said job classification in some other department, and if more than one employee is subject to recall to said job classification, the employee with the greater plant seniority shall be recalled first. An employee may only refuse a recall one (1) time in this situation.

(e) When any employee is recalled to the plant from a layoff, the Company will transfer those employees one time only (by plant seniority) that were placed in Labor Grade 2 due to a reduction in force and was unable to exercise his/her plant seniority or was recalled to the plant from layoff. This transfer will be considered a reduction in force, and said employee may accept the transfer, refuse the transfer by notifying the Human Resources Department within one (1) workday following the date he/she received the notice of transfer, or exercise his plant seniority and replace an employee who is being recalled from layoff whose work he/she is able to perform as provided in paragraphs 54 (b) (1) and (2).

(f) An employee returning to the work force in accordance with his/her plant seniority shall return to his/her former job classification in his/her department if a vacancy exists or, if that is not possible, to an existing vacancy in his/her job classification in some other department, in accordance with his/her plant seniority. If he/she cannot return to his/her job classification in this way, he/she shall be placed on available work in some other job classification and await recall to his/her job classification.

(g) If an employee is subject to recall to more than one job, recall to a job from which he/she was priority removed due to reduction in force shall cancel his/her recall to any and all jobs from which he/she was subsequently removed. An employee recalled to his/her regular job classification in his/her department which is the job classification and department where he/she would have remained had there been no reduction in force, shall be considered restored to his/her rightful job and not subject to further recall unless subsequently again affected by a reduction in force.

(h) An employee shall not be subject to recall to any job from which he/she is removed due to a reduction in force during his/her trial period following bid award or assignment in the absence of bids, unless he/she has worked in the job at least five (5) workdays and is recalled to said job within ninety (90) calendar days following the date of his/her removal from said job due to reduction in force. If he/she is recalled to the job within these limitations, the terms of Article XI shall continue in full force and effect.

(i) An employee working elsewhere in the plant must accept recall as provided in this section unless:

(1) He/she has been awarded another job on a bid while awaiting recall and chooses, within one (1) workday following notice of recall, to remain on said job, which job shall thereafter be considered his/her regular job classification in the given department and the employee shall not be considered subject to further recall unless subsequently affected by a reduction in force, or

(2) The recall is to his/her regular job classification on a shift other than his/her regular shift, in which case the employee may elect to accept or reject the recall within one (1) workday following notice of recall and await recall to the job classification on his/her regular shift. Any employee who has rejected recall to another shift, may give written notice to the Human Resources Department that he/she wishes to be reconsidered, one time only, for future recall to that classification, after the elapse of thirty (30) calendar days from the refusal date.

(3) An employee deemed by the Company to be unable to fully perform the work of a job classification to which he/she is recalled, will be so informed by the Company and will be allowed an opportunity to try the job up to two (2) days, if he/she wishes. If the employee agrees not to try the job or is unable to perform the duties after trying the job up to two (2) days, the Company will then place the employee in an opening where no other employee has a right of recall. His/her bidding rights will be immediately available to him/her but he/she shall have no bumping rights and shall lose all recall rights to the job classification to which he/she was unable to accept recall.

(4) Employees on restricted duty caused by a work related injury will be recalled to a job which they are able to perform in their regular job classification to which he/she has recall rights, or if not, shall retain recall rights in accordance with paragraph 63.

(j) An employee awarded a bid that was turned in prior to his/her receiving written notice of reduction in force shall be considered as having bid out of the job classification from which he/she was being reduced from and not subject to recall to said job classification.

64. The Company and the Union recognize that there may be instances when application of the seniority provisions of the Article with respect to layoff and recall would result in placement of an employee in a job which he/she would be unable to perform. If the Company believes that the employee should not be placed on the job in question, the employee will be so informed and allowed the opportunity to try the job if he/she believes he/she is able to do the work required. Should the employee agree that he/she is not able to perform the duties of said job or he/she is unable to do the work after being placed on the job, he/she may be laid off or returned to layoff or remain on layoff, whichever is applicable, and the job may then be filled by recall or assignment of an employee who has less seniority or by hire. If an employee returns to work from layoff on a trial basis and is unable to perform the regular duties of the job in question and therefore is again placed on a layoff status, his/her date of layoff should be the same as it would have been if he/she had not returned to work. This provision is not to be applied in the case of an employee who is unable to perform the duties of a job in which he/she has exercised his/her seniority privileges as provided in paragraph 56 above.

## **ARTICLE IX**

### **Job Classifications and Standards**

65. It is understood that the job classifications with their job descriptions referred to in this Agreement or in any supplementary Agreement are merely for purposes of identification and general description and do not purport to be all-inclusive or exhaustive of any job so classified or described. It is further understood that duties of more than one job classification in the same or in different labor grades may be combined, as working conditions require and permit, and that the highest grade of job duties which are being regularly performed for at least two (2) hours of each workday shall prevail in determining the appropriate job classification and labor grade. It is further understood that employees in job classifications in the Production Department will not perform the work of the following classifications (except by temporary transfer as set forth in Article XI, paragraphs 85 and 86).

1. Construction Mechanic
2. Mechanical Specialist
3. Electrical Specialist
4. Tooling Specialist
5. Waste Treatment Operator

Any change in or addition to said job classifications or descriptions shall be subject to the grievance procedure in the event that the Union disagrees with the change or addition.

66. In establishing production standards, the Company agrees that:

(a) No standards shall be set so as to endanger the health and wellbeing of the employees;

(b) Any employee working under a standard may file a grievance requesting a review of the existing or newly established standards where it is reasonably believed that the standard in question is excessive; and

(c) In the event a study establishes that a standard is excessive, it shall be promptly corrected.

67. Assembly sequence sheets shall be posted in each assembly department outlining the takt time (Pace of the line based on customer demand) and cycle time of each work cell. It's not the Company's intent to exceed the posted takt time. Prior to any deviation of the posted takt time, the appropriate Plant Chairperson and the affected employees will be notified and will be provided with justifiable reason(s) for such change.

68. The Company will make available all production records necessary to reach a satisfactory solution to a grievance on a standard.

#### **ARTICLE X Bulletin Board**

69. The Company agrees that it will maintain one or more bulletin boards as may be agreed to, and the Union shall have the use of same at all times to post notices of meetings and for other legitimate purposes, provided the said bulletin board shall not be used for political purposes, propaganda or any misstatements for any purpose that will in any way injure the Company or its employees.

70. The bulletin board shall be located at such place or places as may be mutually agreed upon.

71. Permission must be obtained from the Company before there is any general distribution of posters or pamphlets, advertising or political matter, or literature upon Company property by the Union or any employee. Any such act without permission shall subject the offender to discipline.

#### **ARTICLE XI New Jobs or Vacancies**

72. New jobs created and vacancies in the respective departments shall be announced on the bulletin boards within one (1) workday after the new job is created or a vacancy occurs. (The Company will post all jobs in Labor Grade 4 or higher at the time of recall to the plant from layoff, for all active regular employees to bid on.) No notice will be posted, however, in the following instance:



(a) If an employee is awaiting recall to said job or to the same job classification, unless the employee is laid off from the plant in accordance with his/her plant seniority.

73. The bulletin shall specify the date and hour of posting, the job classification, pay rate range, the job bid number, department, supervisor and shift, and it will indicate if the job is a new one or name the employee being replaced. This bulletin will expire at the same hour as posted two (2) working days from the day posted, and the opening shall not be filled permanently until bids have been let as hereinafter set forth.

74. Bids shall be made by written application in triplicate and turned in to the Human Resources Department by the Department Steward or Bargaining Committee on forms provided, with one copy to the Plant Chairperson and one copy retained by the employee. It is the responsibility of the employee only to fill out the written application correctly and completely. No consideration will be given to any incorrect or incomplete bid application. Corrections to the written application that the Human Resources Department has received can only be made prior to the expiration of the "Notice of Job Vacancies." Corrections must be signed by the employee. Employees are expected to investigate job vacancies on which they wish to bid. However, where it is impossible for an employee to view the job in operation on his/her own time, the Company will make every reasonable effort to provide a mutually convenient time for such observation. The Supervisor will give a general description of his/her posted vacancy when being investigated by bidders.

75. After the posted notice has expired, bids shall be closed, and within two (2) workdays after closing, representatives of the Company will meet with the Plant Chairperson and review the bids in labor grades 6 and above and determine the award of the job. (Excluding Group Leaders, Team Leaders, Training Team Leaders and Lean Sigma Technicians.) Any bids not awarded according to plant seniority shall be subject to the grievance procedure as set forth in Article XIII.

76. A posted notice of the bid award shall indicate the job classification, department, Supervisor and shift and the name and plant seniority of the employee to whom the job is awarded, as well as the effective date of the award which shall not be later than the start of the following workweek. Notice of Bid Awards will be posted on a weekly basis except that any Bid Award which is not by plant seniority will be posted within one (1) workday. An employee cannot withdraw a bid once it has been awarded.

77. The decision on all bids shall be considered final unless challenged within two (2) workdays after decision of bids has been posted.

78. All active employees in the bargaining unit shall have the right to bid on openings in any part of the plant. An employee shall not bid on more than five (5) openings at one time.

79. Posted vacancies shall be awarded to the bidder with the greatest plant seniority in Labor Grades 2 through 5. All other posted vacancies shall be awarded to the bidder with the greatest plant seniority and capability. In addition, past work performance and previous related experience will be considered in awarding these bids. An employee, regardless of the date of the employee's last bid award, may bid on a posted Training Team Leader, LeanSigma Technician, Group Leader or Team Leader.

The Company may reduce a Group Leader or Team Leader, and a Group Leader or Team Leader may request a reduction at any time. A reduced Group Leader or Team Leader shall return to the department and job classification held previously in accordance with his/her plant seniority.

80. If there are no applicants for a vacancy or none are deemed qualified, the Company may then appoint an employee for the job or may hire some qualified new employee for the job.

81. A job once posted which is not filled either by bid, by assignment or by hire for a period of thirty (30) calendar days shall be posted again unless the job has become inactive.

\*82. Should an employee filling an awarded bid or assignment with instruction by his/her Supervisor or his/her designated representatives (excluding production workers as designated representatives), fail to produce work satisfactorily within the trial period as explained in paragraph 84 (a), he/she shall return to his/her former job **seniority permitting**. If there is no opening, he/she will then be assigned to the next lower group where an opening exists and receive the prevailing rate of pay for such job. The job on which he/she was disqualified shall be posted again.

83. Any employee who bids, bumps or is assigned into any job shall draw the minimum rate of said job except as hereinafter provided.

(a) Any employee who receives by bid, bump or assignment a former job classification which he/she has previously drawn above the minimum rate shall go into that classification at the rate he/she had previously held.

(b) Any employee who receives by bid, assignment or bump a former job classification in which he/she has not yet received the maximum rate of pay shall progress to the maximum rate on the basis of time spent in the job classification, whether or not such time is continuous.

(c) Any employee who is a successful bidder on a Group Leader or Team Leader position and returns to a classification which they have been leading shall have their progression rate progress as though they never left the classification.

\*84.(a) An employee shall be considered a regular employee in a given job classification upon completing a trial period in said job classification as follows:

\*(1) of not less than thirty (30) calendar days commencing with the date of his/her bid award or assignment for classifications in Labor Grades 2 through 8. An employee's trial period may be extended for a period not to exceed thirty (30) calendar days by agreement between the Company and the Union.

The Automatic Progression Classifications shall have six (6) month trial periods with no extensions. If for any reason other than a reduction-in-force an employee does not complete his/her trial period, the job classification shall again be posted if a vacancy exists. Shutdowns of seven (7) calendar days or longer for vacation, inventory or plant changeovers shall not be considered as time spent by an employee in his trial period, nor shall any time worked in another job due to a reduction-in-force, or any time an employee is absent from work be included in the trial period.

(2) A regular employee who has not worked in a previous regular job classification for a period of two (2) years or more must complete a trial period as referenced in paragraphs 84 (a) (1) and (2) above, upon his/her return to the classification. This employee would not be considered in a trial period for bumps, reduction in force, or rate of pay.

\*(b) A regular employee in a job classification as defined above shall not be considered on another bid **during a three (3)** month period commencing with the date of his/her last bid award or assignment to said job classification unless:

(1) He/she is removed from his/her job classification or department due to a reduction in force or the elimination of his/her job or a disqualification, or

(2) He/she is removed from his/her regular work shift, or

(3) He/she is replaced in his/her job classification or department by an employee having greater plant seniority who is returning to work from authorized leave of absence or who is returning to the bargaining unit from a non-unit job.

85. Temporary transfers.

(a) When necessary in order to maintain efficient production flow or where there is a lack of work or a short production run, the Company may temporarily transfer an employee from one classification, and department to another, on the basis of plant seniority, with the right of refusal, on his/her same shift, and the employee with the least plant seniority

will be transferred if there are insufficient volunteers. Temporary transfers shall not exceed forty (40) hours initially and may be further extended by agreement between the Company and the Plant Chairperson and the employee or employees involved. If there is no agreement to extend the transfer, the employee or employees involved may exercise their plant seniority as though affected by a reduction in force, as provided in Article VIII, paragraphs 54 and 56, and if there is still no work available in their regular assigned job.

Any employee temporarily transferred shall receive his/her regular rate of pay or the minimum rate of the job, whichever is greater, except that, an employee on temporary transfer to a job classification in which he/she formerly drew the maximum rate shall draw the maximum rate or his/her regular rate, whichever is greater. The Company will provide a weekly printout of all temporary transfers to the Plant Chairpersons.

86. The Company agrees to keep employees in their regular assigned jobs insofar as possible. If it should be necessary to transfer an employee from his/her regular assigned job due to a lack of work, it is agreed said employee will be returned to his/her regular assigned job as soon as such work is available. Except as provided in paragraph 85 above, no employee shall be transferred temporarily for a period of forty (40) hours more than once in any thirty (30) calendar day period, unless he/she will do so voluntarily. It is also agreed that no employee shall be transferred temporarily according to any provision or combination of provisions of this Article for a period of eighty (80) hours more than once in any thirty (30) calendar day period, unless he/she will do so voluntarily, but if he/she is not willing to do so he/she shall be privileged to exercise his/her plant seniority as though affected by a reduction in force, as provided in Article VIII, paragraphs 54 and 56, if there is still no work available in his/her regular assigned job.

**\*87. Plant Utility Assemblers and Fab Extra Operators** will not be used to fill job vacancies but may temporarily work in such job vacancies while they are posted for bids until awarded or filled by assignment. **Plant Utility Assemblers may be assigned to any assembly work, anywhere in the plant at anytime and assignments will not be based on seniority.**

88. An employee awarded a bid or permanently assigned to a vacancy shall be placed in the vacancy not later than the first Monday following the bid award or assignment unless it is necessary to retain him/her while a replacement is being trained. Except as may be otherwise agreed to by the employee, the Union and the Company, no employee shall be retained for more than forty (40) hours.

## **ARTICLE XII**

### **Leave of Absence**

89. Upon proper written request to the Human Resources Department, the Company may, at its sole discretion, grant leaves of absence for legitimate reasons for a period not to exceed thirty (30) calendar days. (Forms available in the Human Resources Department).

\*90. Initial requests for non-work related medical leaves may be granted for up to ninety (90) calendar days. Employees may be granted a Family Medical Leave of Absence (FMLA) for a period of up to twelve (12) weeks per year. Employees will be required to utilize all but forty (40) hours of vacation concurrently with FMLA for the purpose of caring for a family member. **Employees will not be required to use vacation when they utilize FMLA for their own care, however, such employees may elect to use vacation.**

91. In the event an employee is hurt on the job, he/she will be placed on leave of absence until he/she is able to return to work, during which time his/her status with respect to plant seniority and employment shall remain the same provided, however, that he/she must return to work within three (3) workdays after he/she is released by a Company-approved doctor.

92. If an employee on authorized leave due to illness or accident not related to his/her work is unable to return at the end of his/her authorized leave of absence, an extension of his/her leave may be granted by agreement between the Company and the Union upon receipt of a statement from his/her doctor, verified by a Company-approved doctor, certifying that the employee is unable to return to work, provided, however, that in no instance shall an employee be authorized absence from work due to illness or accident off the job in excess of a maximum of 18 months. An extension may be granted by the Company for extenuating circumstances. When an employee's certificate of physical fitness is not signed by a doctor's own signature but signed by another person, it will be verified by a phone call by the Human Resources Department to the doctor's office. An employee returning from authorized leave of absence due to illness or injury off the job shall return to his/her last regular department, job classification and work shift according to his/her plant seniority and replace the employee therein having less plant seniority. In the event that two or more employees have less plant seniority than the returning employee, the employee with the least plant seniority shall be the one removed. The employee so replaced shall return to his/her previous department and job classification by means of his/her plant seniority, but shall be subject to recall to the department and job classification in which he/she was replaced if he/she has completed the trial period in said job classification since his/her award or assignment.

\*93. An employee shall return to work within two (2) workdays after the date they are released by his/her physician, even though the full period of authorized leave has not yet expired. (Failure to report **may** subject the employee to discipline up to and including discharge.)

\*94. An employee who is elected or selected as a full-time Business Representative for the International Association of Machinists and Aerospace Workers shall continue to accrue seniority. An employee elected or selected to a full-time Union position such as Grand Lodge Representative shall continue to accrue seniority for a period of but **five (5)** years after such election or selection and thereafter all seniority in the Bargaining Unit shall be totally forfeited.

95. Employees will notify the Human Resources Department when they first become aware of any physical or mental condition which may affect the employee's ability to perform any of his/her job duties or the health or safety of the employee and/or any fellow employee; or, in the event the Company considers the physical or mental condition of an employee to be a hazard to the health or safety of the employee or others, the Company may then require the employee to provide a written report from his/her medical doctor specifically stating either that the employee is fully able to perform his/her regular job duties without endangering the health or safety of the employee or others or setting forth any and all limitations on the employee's abilities to so function, whichever is appropriate. The Company will provide the forms to be used for such reports. The Company, at its costs, may require verification of the report of the employee's medical doctor through examination of the employee by a doctor of it's choosing.

96. The Company will continue payment of group insurance premiums under the present payment plan, for up to eighteen (18) months while employee is on authorized sick leave.

97. An employee who is called to active duty into the United States Armed Forces while in the employ of the Company shall be granted a leave of absence according to the requirements of USERRA.

### **ARTICLE XIII Grievance Procedure**

\*98. Should any difference arise between the Company and the Union or between the Company and any employee or group of employees regarding the effect, interpretation or application of this Agreement, or any Agreement made supplementary hereto, it shall be considered a grievance and be settled in accordance with the following procedure:

Step 1. A grievance shall first be taken up with his/her Supervisor by the employee involved and/or his/her Department Steward. The employee and/or Steward must inform the Supervisor that it is a Step 1 Grievance. The Supervisor must give his/her decision on the grievance within two (2) workdays after being notified of the grievance. Any grievance not taken up with the Supervisor within two (2) workdays after the occurrence, or knowledge of the occurrence of the alleged grievance shall be deemed waived and entitled to no further consideration. The Supervisor's decision shall be final unless it is appealed in writing, as provided in Step 2, within two (2) workdays following the day on which his/her decision was given.

\*Step 2. If the aggrieved employee and his/her Department Steward are not satisfied with the Supervisor's decision under Step 1, the grievance shall be reduced to writing, in triplicate and on forms to be made available for such purpose, with each form signed by the aggrieved employee and his/her Department Steward. The grievance forms shall be provided and each grievance shall specifically set forth the facts and provisions of the Agreement upon which it is based, or upon which the employee feels it is based. The written forms will

then be presented to the Plant Chairperson who shall investigate the grievance and then take up the matter with the designated Company Representative. The designated Company Representative will indicate his/her decision in writing on each of the forms within five (5) workdays after meeting with the Plant Chairperson. **The grievance will be settled in favor of the employee(s) if the Company fails to give its written decision within five (5) working days.** Failure of the aggrieved employee and/or his/her Department Steward to follow Step 1 of the grievance procedure shall be the basis for automatic denial of the grievance. The designated Company Representative's decision shall be final unless it is appealed in writing as provided in Step 3, within two (2) workdays following the day on which his/her decision was given or, in the case of second or third shift grievance only, by 9:00 o'clock a.m. of the third day following said decision.

Step 3. If either the Plant Chairperson or the employee is not satisfied with the Company decision given at Step 2, the Plant Chairperson or designee shall present the written appeal to the Manager of Labor Relations who shall date and sign all three (3) copies, and the Plant Chairperson shall call in a representative of the Union, and they shall meet with authorized representatives of the Company. The Plant Chairperson from the opposite shift may be present on discharge or suspension grievance only, on his/her own time, at no expense to the Company. If a settlement is reached, it shall be indicated on the written grievance and signed by the parties, and in any event the Company will indicate its disposition of the grievance within five (5) workdays after said meeting. All bump grievances will be answered no later than two (2) days after received by the Human Resources Department. All discharge or suspension grievances will commence at step 3, and grievances must be filed in writing within two (2) workdays after the occurrence of the discharge or suspension. A decision by the Company at this step shall be final unless it is appealed within five (5) days of the date of the next Local Lodge meeting following the date of the Company's third step answer.

**Upon request from either party, the time limits set forth in this Article may be extended by mutual agreement between the parties.**

Step 4. To be effective 1/1/2005. A grievance not settled under Step 3 shall, at the written request of the Union or Company only, if made within five (5) days of the date of the next Local Lodge meeting following the date of the Company's third step answer, be submitted to arbitration in the manner hereinafter set forth. Such written request for arbitration shall be directed by the complaining party to the other party and shall be sent by Certified Mail, Return Receipt. In the event neither party makes such request, the grievance shall be considered satisfactorily settled on the basis of the last decision and not subject to further appeal.

Within three (3) workdays after the receipt of the request for the arbitration, an 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, and three (3) alternates will be selected from a panel of twenty-four (24) arbitrators requested from the Federal

Mediation and Conciliation Service who must be members in good standing of the National Academy of Arbitrators from the Midwest Region. The party making the first strike shall be decided by a flip of a coin and will alternate between the parties from that point forward.

Upon mutual agreement, the parties shall have the right to terminate the services of one (1) of the five (5) permanent arbitrators at any time. When this is done, the last alternate struck from the original panel will replace the terminated arbitrator. The Union and the Company shall immediately select a replacement alternate arbitrator through a process agreed to by the parties. It is further understood that when the parties terminate an arbitrator, the remaining panel will remain active.

The arbitrator shall immediately conduct a hearing. He/She shall be empowered to rule on all disputes concerning the effect, interpretation and application of this Agreement. However, he/she shall have no power to add to, subtract from or modify any of the terms of this Agreement or any other agreement made supplementary to this Agreement. The decision reached by the arbitrator on the matter submitted to him/her for adjudication shall be final and binding upon the parties. Such decision and the findings upon which it is based shall be in writing and copies thereof presented to each party within thirty (30) calendar days from the day the hearing is terminated. Each party shall have a fair opportunity to present its case. In cases involving disciplinary action, the Company will present its case first. Each party shall bear the expenses incurred in the preparation and presentation of its case and both parties shall equally share the expenses of the arbitrator and other incidental and necessary expenses involved.

99. The Union agrees that during the period of this Agreement it will neither authorize, order, sanction, nor support any strike, slowdown, stoppage of work or other interference with the Company's operations and that it will immediately make every effort as may be necessary to terminate any such interference which may occur, unless the Company refuses to recognize any grievance settlement of final determination of the arbitrator. Likewise, so long as the Union shall comply with the provisions hereof, the Company agrees that there shall be no lockout during this period that this Agreement is in force. Any violations of this provision by any employee or group of employees will subject said employee or employees to discipline or discharge that the Company may determine, except as may be provided in paragraph 111 below.

100. In the event of an emergency grievance (as may be determined by the Company and the Plant Chairperson), the Company will immediately meet with the Plant Chairperson and give its disposition of the grievance within two (2) workdays after such meeting which for the purpose of this Article shall be considered as Step 2.

101. The Business Representative will be given an opportunity to investigate a grievance prior to the third step meeting, after checking in with a member of the Human Resources Department.



102. Both the Company and the Union shall be permitted to call employee witnesses during any step of the grievance procedure. The Company, on request, will produce such necessary records pertaining to the specific grievance for the purpose of substantiating the contentions or claims of the parties in advance of the formal proceedings of the procedure.

103. During the period that this Agreement is in full force and effect, no meetings for any purpose of any part or all of the employees shall be called or held during working hours which would result in a shutdown of the plant or a curtailment of production unless agreed to by the Company and the Union.

104. Should there be any dispute between the Company and the Union concerning the existence of good and sufficient cause for discharge, discipline or suspension of a regular employee, such dispute shall be adjusted as a grievance in accordance with the procedure established by this Article, except as provided in paragraph 111 below.

105. If it is determined under the procedure set forth in this Article that an employee has been unjustly or illegally laid off or discharged, such employee shall be entitled to reinstatement to his/her job with full seniority and payment for time lost. Provided, however, that such payment shall take in account any penalty which it is determined would have been justified under the circumstances of the particular case.

106. It shall be the duty and responsibility of the Union representatives, the Bargaining Committee and the Stewards to make every effort to encourage employees to settle all grievances through the established grievance procedure without any interference with plant production.

107. The procedure herein set forth shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy.

108. No dispute concerning the job classification and rates therefore as set forth in this Agreement shall be subject to a grievance or arbitration unless during the period of such Agreement the Company changes the job classification or the rates or the job contents thereof.

109. The Union shall not be liable for damages sustained by the Company as a result of an unauthorized strike, slow down, stoppage of work or other interference with the Company's operations. A strike, slow-down, stoppage of work or other interference with the Company's operations shall be considered as authorized by the Union unless, within twelve (12) hours after the Company places the Union on notice of such activity, the Union gives notice to the Company that the activity is unauthorized. Notice by both parties shall be by telephone or telegram and shall be confirmed in writing within one (1) workday thereafter. Notice to the Union shall be given to a Union Business Representative or, if none are available, to the Union Office located at **9000 Machinist**

**Place, Upper Marlboro, Maryland 20772-2687.** Notice to the Company shall be given to the Company's **Director of Human Resources, Division Vice President within the Company's facility.**

110. The Company shall have the sole and complete right to discipline or discharge any employee participating in activity which is in violation of paragraph 99 above. Such an employee shall not be entitled to, nor have any recourse to any other provision of this Agreement, except that he/she may file a grievance in accordance with the provisions of this Article XIII. Such grievance shall commence at Step 3 of paragraph 98, but shall be limited solely to the following issues:

- (a) Whether or not the employee participated in such known activity.
- (b) Whether or not the disciplinary action taken by the Company against the grievant was discriminatory or capricious.

111. Nothing contained herein shall prevent an employee from exercising his/her right under Section 9 (a) of the Labor-Management Relations Act of 1947. In such case, however, the individual grievance shall be processed in accordance with the provision of this Agreement, and the Plant Chairperson and Business Representative shall be notified and be permitted to attend at the processing of the grievance, and no settlement shall be made inconsistent with the terms hereof.

112. In the event the Company adjusts a grievance in accordance with the provisions of foregoing paragraph 111, the Company will submit to the Union, in writing, a statement setting forth the nature of the grievance so adjusted and the adjustment made.

113. Employees participating in the various steps of the grievance procedure shall be paid for their time so spent at their regular hourly rate for time so spent during their regular working hours. Such payment shall not be made to employees for "sympathy" grievances nor shall any Company time be devoted to same. Grievances filed by the Plant Chairperson shall commence at Step 3.

114. Any employee, at any time and in any step up to and including Step 3 of the grievance procedure, may personally present his/her grievance and have such grievance adjusted in a manner consistent with this Agreement without intervention of, or expense to, the representing Union; but the Union will be given an opportunity to have a representative present at such adjustment.

#### **ARTICLE XIV Pay Period**

\*115. Payday for employees under this Agreement, shall be on every **other** Friday at which time the employee will be paid for work done during the previous **two (2) weeks.** When payday falls on a holiday, the employee shall be paid on the preceding workday.

116. The payroll week shall be from Sunday through Saturday.

\*117. The Company will direct deposit employee's net pay provided their bank or financial institution can accept direct deposit transactions from Whirlpool Amana Divisions financial institution. All requests for direct deposit must be completed a month in advance. (Forms available in the Human Resources Department).

**The Company will not issue Notification of Deposits (NOD) for direct deposit, but will provide an online Intranet portal for employees to access and verify their NOD statements.**

## **ARTICLE XV**

### **Vacation**

\*118. Regular employees shall be entitled each year to vacation time off and vacation pay per the following table, except as provided elsewhere in Article XV.

- (a) All hourly employees will be eligible to submit vacation request for vacation from February 1<sup>st</sup> through February 15<sup>th</sup> of the current calendar year.**
- (b) Employees will use the current vacation request form.**
- (c) Supervisors will assign vacation request to the current year's calendar in seniority order by department and classification in the following order:**
  - 1. Five (5) consecutive days or more (This will include four (4) consecutive days in conjunction with a Holiday)**
  - 2. Full days of vacation**
  - 3. ½ days of vacation**
- (d) During the sign-up period, if a vacation request is denied, the form will be returned to the employee as such. If the original request is denied the employee will be able to submit a 2<sup>nd</sup> request for a different date if desired.**
- (e) February 16-March 1 shall be used for supervisors to finalize the submitted request and assign to designated calendar.**
- (f) The supervisor will return all approved vacation request no later than March 1 of each year.**
- (g) Approval/Denial-Employees will be notified by receipt of the white copy of the standard request form with an acceptance or denial of the vacation request within two (2) days of making the request.**
- (h) No vacation request shall be considered approved until the supervisor signs and returns the request to the employee.**
- (i) An official calendar will be maintained by the supervisor and shall be accessible to the Team Leaders and Union Stewards at all times.**
- (j) If an employee changes supervisors after scheduling vacation, the employee must confirm scheduled vacation with the new supervisor. Such employee's new supervisor will make every effort to honor the employee's scheduled vacation.**
- (k) Daily Vacation Sign-Up Process: Vacation will be assigned on a first-come, first-serve basis in accordance with paragraphs ( c)(g) (h) (i) (j) above.**

**Such vacation will become available to an employee the first workday following their anniversary month as follows: (See chart below)**

**Vacation Chart**

<b>Years of Service</b>	<b>Vacation Time Off</b>	<b>Vacation Pay</b>
<b>1 year</b>	<b>40 hours</b>	<b>40 hours</b>
<b>2-7 years</b>	<b>80 hours</b>	<b>80 hours</b>
<b>8-14 years</b>	<b>120 hours</b>	<b>120 hours</b>
<b>15-24 years</b>	<b>160 hours</b>	<b>160 hours</b>
<b>25+ years</b>	<b>200 hours</b>	<b>200 hours</b>

119. Employees who are absent during their vacation year more than twenty-two (22) workdays without an authorized leave of absence shall receive one-half (1/2) week less vacation and twenty (20) hours less pay than that provided under the terms of this Article. Employees who are absent more than seven (7) months during the vacation year because of temporary layoff shall not be entitled to any vacation or vacation pay for that year. Any day for which an employee receives pay, while on layoff, shall not count as a lost time day when computing vacation pay.

120. The earned vacation for employees will be based on the anniversary month of the employee's most recent hiring. Employees will not be able to begin using their earned vacation days until the first regular workday of the month following their anniversary month. The rate of pay for vacation shall be the employee's rate of pay at the time the vacation is paid. During their anniversary month, the employee may request their total vacation pay, which will be paid after they earn it, which is the first (1st) regular workday of the month following their anniversary month. (Forms will be available in the Human Resources Department.) Vacation must be approved in advance by the Company and employees may schedule their vacation in 1/2-day (up to five (5) days maximum) or one (1) day increments. In most cases, preference in scheduling vacations will be given to employees requesting full days or more. No vacation rights shall accrue to any employee who quits or is discharged.

121. Employees retiring under the Pension Plan, and/or Social Security and the estates of employees dying with accrued vacation benefits, shall receive the pro-rate vacation pay computed as of the date of retirement or death.

122. An employee entering military service on an approved military leave of absence will be paid his/her applicable vacation pay determined by his/her years of service as of his/her upcoming employment anniversary date. An employee who returns from an approved military leave will be paid his/her applicable vacation pay determined by his/her years of service as of his/her preceding employment anniversary date.

123. Except as hereinafter provided, the Supervisor and the Steward of each department will determine the vacation schedule for the employee in said department of such a basis as to recognize plant seniority and maintain continued and efficient operation in the department during the vacation period and after. If the Company does not have enough qualified employees without earned vacation, the most senior qualified employee within that department and classification will be asked first. If sufficient volunteers are not obtained, the Company can require the least senior qualified employees within that department and classification to work.

124. The Company shall have the right in its sole discretion to shut down the plant during the vacation period, thus requiring all employees to take their vacation during the same period. The Company will make every effort to provide work for those employees not eligible for a third week of vacation. The Company will, prior to closing the plant for vacation period, notify the Union at least eight (8) weeks prior to the date of closing, but not later than May 25.

125. The term "service" as herein used shall date back to employment with the predecessor company which has been continuous, and shall include all time lost by an employee by reason of compensable injury. Vacation checks will be paid prior to vacation shutdown or at the time vacation is taken (five (5) days minimum) at the employee's option.

## **ARTICLE XVI**

### **Funeral Leave**

\*126. A regular employee will be granted a paid leave of absence when death occurs to an immediate member of his/her family. The immediate members of an employee's family and the maximum number of days of paid leave of absence to be granted in each instance are as follows:

- Spouse - five (5) days
- Children (including stepchildren) - five (5) days
- Parents (Including step) - three (3) days
- Brother and sister (Including step and half) - two (2) days
- Father or mother-in-law - two (2) days
- Grandparent - one (1) day
- Grandchildren - two (2) days
- Brother or sister-in-law - one (1) day

Funeral leave pay shall be at the employee's straight time hourly rate and only

for the time lost during a normal daily work schedule within a normal weekly work schedule as defined in Article IV of this Agreement.

- (a) A regular employee, on authorized leave of absence to care for a family member listed above, will be granted the paid leave of absence set forth in this paragraph if the family member, for whom the employee took the leave of absence, dies.

**For the purpose of the Article, the immediate members of an employee's family will include persons via a domestic partner provided all Company and legal requirements have been met and the current application for Domestic Partner has been approved by the Company.**

127. In order to qualify for funeral leave with pay, the employee shall:

- (a) Provide the Company with as much advance notice of his/her intended absence as is possible, and
- (b) Submit a written claim (available in the Human Resources Department) for the funeral leave with pay along with the verification of death to the Human Resources Department within thirty (30) calendar days of the death. The thirty (30) days may be extended for a good cause.

## **ARTICLE XVII**

### **Check Off**

128. The Company will accept valid wage assignments for the deduction of Union membership dues and initiation fees from the employees' wages, provided there are no prior assignments or attachments in effect.

129. Deduction for initiation fees shall be made from the first pay check of the employee after receipt of the authorization, and deductions on account of Union dues also from said first paycheck and weekly thereafter except for those months with five (5) weeks, then deductions will not occur in the fifth week.

130. All deductions herein provided for shall be remitted to the Secretary-Treasurer of the Union on or before the first (1st) of the month for all deductions made during the preceding month.

131. The Union agrees that it will comply with State and Federal laws which pertain to wage assignment.

132. The Company will provide the Union Business office and Financial Secretary of Local No. 1526 with a copy of its list of employee hires, terminations and retirements on a weekly basis.

**ARTICLE XVIII**  
**Validity**

133. Any provision of this Agreement which may conflict with any Federal or State laws, rules or regulations now or hereafter in effect, the provisions or such laws, rules or regulations shall apply without affecting the remaining provisions of this Agreement.

134. In the event of a change in the laws of the State of Iowa legalizing contract provisions pertaining to union shop or maintenance of membership shop, the Company will negotiate such provisions as an amendment to this Agreement, providing the necessary steps, if any, have been complied with by the Union as may be required by law.

**ARTICLE XIX**  
**Maintenance of Privileges**

135. It is agreed that all privileges enjoyed by the employees prior to the date of this Agreement not otherwise affected by the terms hereof shall be maintained in full force and effect unless otherwise agreed to between the Company and the Union.

**ARTICLE XX**  
**Discharge and Other Disciplinary Action**

\*136. The following acts shall be contrary to Company rules and any violation shall constitute good cause for suspension or discharge by the Company.

(a) Theft of any kind, or deliberate actions causing injury to person or damage to property.

(b) Falsification of information (Employment Applications shall have a statute of limitations for two (2) years.)

(c) Possessing or consuming intoxicants in or on Company premises or being under the influence thereof.

(d) Voluntary absence for three (3) consecutive workdays without notifying the Human Resources Department.

(e) Fighting on Company Premises.

(f) Immoral or indecent conduct.

(g) Spreading false reports detrimental to the harmonious relations between the employees and between the employees and the Company or detrimental to the Company.

(h) Gambling on Company premises.

(i) Insubordination.

(j) Reckless driving or speeding on Company property.

(k) Deliberate statements or actions detrimental to the Union, Company or its products.

\***(l)** Repeated violation of known or published Company rules and regulations. This subsection cannot be utilized if the discipline was issued more than **three (3)** years preceding the current violation of rules under paragraph 137.

(m) Any tampering with safety devices or equipment or violation of known or published safety rules.

(n) Engaging in any form of harmful "horse play".

(o) Leaving the premises during regular working hours without either a written excuse from the Supervisor or an order from First Aid.

(p) Possession and/or use of drugs on Company premises, or being under the influence thereof, unless prescribed by the employee's doctor.

137. The following acts shall be contrary to Company rules and shall result in a written warning for the first violation, a written warning and one (1) day suspension for the second violation, and suspension or discharge for third violation.

(a) Leaving place of work and lining up at time clock before buzzer sounds.

(b) Loitering and/or smoking in the rest rooms, or any other absence from work station during working hours without legitimate reason.

(c) Failure to report at work station when the buzzer sounds and leaving work station without legitimate reason before the buzzer sounds.

(d) Irregular attendance or repeated tardiness.



(e) Defective workmanship or low production after being given a reasonable opportunity to produce.

(f) Repeated violation of Company parking rules.

(g) Repeated failure to punch time card properly.

(h) Failure to report for overtime work after having agreed to do so.

(i) Smoking in prohibited areas.

(j) Using profanity or abusive language on Company premises.

138. No employee shall be disciplined or discharged without good and sufficient cause. When an employee is suspended or discharged, the Plant Chairperson or their designee on the employee's shift shall be present. No employee shall be discharged by anyone other than the Manager of Labor Relations or the Director of Human Resources.

139. Should there be any dispute between the Company and the Union concerning the existence of good and sufficient cause for a discipline or discharge, such dispute shall be adjusted as a grievance in accordance with the provisions of Article XIII of this Agreement.

\*140. A written warning may be issued for any violation of Company rules and shall be signed by the Supervisor and the employee's Steward in the presence of the employee. A written warning issued for any violation specified in paragraph **137** above shall expire ninety (90) calendar days after the date issued, and the warning shall be removed from the employee's personal file.

141. Discipline may be issued no later than the end of the second work shift the employee is present for work following the work shift during which the violation occurred.

## **ARTICLE XXI**

### **Safety**

142. The Company will meet with the Union Safety Committee twice a month at a mutually agreeable time. The Union Safety Committee shall consist of two (2) employees from the 1st shift, two (2) employees from 2nd shift and one (1) employee from 3rd shift. A third meeting will be scheduled on either 2nd or 3rd shift.

\*143. When the Union Safety Committee and the Company conduct a safety tour through a department, the Company will let the Department Steward accompany the tour in that department. **A member of the Union Safety Committee on the respective shift and the Company will jointly conduct OSHA recordable accident investigations.**

\*144. When conditions of work are such as to require protective devices or equipment in order to protect employees from injury, and the use of such devices is required by the Company, such devices and equipment will be supplied by the Company at its expense. The Company may charge the employee to whom such equipment is issued or who was permitted to use such equipment for its reasonable value if lost or destroyed due to the negligence of the employee, or for the amount of damage or wear to such device or equipment if occasioned by his/her unnecessary carelessness or improper use of the device or equipment.

(a) COVERALLS. Coveralls will be provided without charge to painters in the Production Paint Department, Maintenance Department and to the Automatic Foam Machine Operators.

**\*(b) SAFETY SHOES. The Company will provide ninety dollars (\$90.00) annually to all employees required to utilize protective footwear. The Company agrees to replace damaged protective footwear of an employee provided such damage occurred at work.**

145. The Company will continue the prescription safety glass program as it now exists.

## **ARTICLE XXII**

### **Group Leader/Team Leader**

146. Group Leaders or Team Leaders will be selected as outlined in Article XI, paragraph 79. Group Leaders and Team Leaders must understand their roles, responsibilities, and boundaries prior to starting their position.

147. The Company may have Group Leaders or Team Leaders in any department who in the course of their regular duties shall work with and lead their fellow employees, who may relieve them or replace them when absent and who will be directly responsible to their Supervisor. The Supervisor, Group Leader or Team Leader will see that an employee has relief to attend to urgent personal needs. No Group Leader or Team Leader is authorized to take disciplinary action or otherwise enforce Company rules.

148. The following shall apply to Group Leaders or Team Leaders regardless of any other provision in this Agreement to the contrary.

(a) A Group Leader or Team Leader reduced from that classification shall have no right of recall to the Group Leader or Team Leader classification.

(b) A Group Leader or Team Leader is not subject to a bump.

(c) The Company may reduce a Group Leader or Team Leader without regard to seniority.

### **Training Team Leaders/LeanSigma Technician**

149. For the purposes of this Article, the term "Training Team Leader" will be used to refer to Training Team Leaders and LeanSigma Technicians. The following shall apply to Training Team Leaders regardless of any other provision in this Agreement to the contrary. Training Team Leaders will be selected per the guidelines established by the Partnership Committee. Training Team Leaders must understand their roles, responsibilities and boundaries prior to starting their positions. No Training Team Leader is authorized to take disciplinary action. The following rules will apply to Training Team Leaders.

- (a) A Training Team Leader reduced from that classification shall have no right of recall to the Training Team Leader position.
- (b) A Training Team Leader may request a reduction at anytime.
- (c) A reduced Training Team Leader shall return to the department and job classification held previously in accordance with his/her seniority.
- (d) A posted Training Team Leader vacancy may be bid by any employee regardless of the date of the employee's last bid award.
- (e) A Training Team Leader is not subject to a bump.

A Training Team Leader may be required to work other shifts and areas in the training department.

### **ARTICLE XXIII Jury Duty**

\*150. An employee who has completed his/her probationary period and who is required to serve as a juror will be reimbursed the difference between the amount he/she receives for jury services and his/her regular pay computed at his/her straight time hourly rate. In order to be eligible for jury pay, an employee must meet the following conditions:

- (a) He/she must notify the Human Resources Department as promptly as possible upon the receipt of the summons for jury duty.
- (b)
  - (1) If the jury service, not including travel time, is more than one-half (1/2) of his/her shift, the employee will receive his/her full shift hours of pay minus the jury service pay.
  - (2) If the employee reports for jury service and such jury service, not including travel time, takes one-half (1/2) of his/her shift or less

and then returns to work after being dismissed from jury service, he/she will be paid for all hours lost.

- (3) If the jury service, not including travel time, is less than four (4) hours and the employee fails to report to work at the beginning of their shift, but reports to work following the jury service, the employee will receive pay for the jury service, including travel time to the plant, minus the jury service pay.
- (4) If the jury service, not including travel time, is less than four (4) hours and the employee fails to report to work, the employee will receive jury pay for the time served.

(c) The employee will present evidence of the amount received as jury pay from the Court to the Company for its purpose of computing the amount due him/her as jury pay as provided herein.

#### **ARTICLE XXIV Labor Grades, Wages, Job Classifications, Etc.**

151. Job classifications, labor grades, wage rates and ranges, and other items which are a part of the Agreement are set forth in Appendix B to this Agreement.

\*152. This Agreement is a full and complete settlement between the parties of all matters pertaining to job classification, labor grade rates and wages, and all other matter coming within the classification of wages, in whatever form, and shall be binding on the parties hereto commencing **September 23, 2007** through **September 24, 2011**, the fourth Saturday of September.

#### 153. SHIFT DIFFERENTIALS

(a) An employee assigned to the second shift shall receive a shift differential of 30¢ per hour above the rate of his/her individual shift classification.

(b) The second shift 30¢ differential shall be paid to second shift employees who work Saturday afternoons as an individual shift separate from the first shift scheduled for the same Saturdays.

(c) First shift employees shall receive the second shift 30¢ differential for time worked with the second shift provided that such time worked consists of five (5) consecutive hours or more during the second work shift.

(d) Third shift full assembly operations (8) hours shall receive 40¢ shift differential, exclusive of lunch.

(e) Any third shift operation will be on the basis of seven (7) hours of

work at eight (8) hours of straight time pay, and any change in working hours of the third shift shall be by agreement between the Company and the Union.

(f) Shift differentials shall be paid to employees for vacation and paid holiday purposes provided they are working the shift as of the date the vacation is earned or the paid holiday falls.

154. GROUP LEADERS OR TEAM LEADERS. Any employee chosen as Group Leader or Team Leader shall receive an hourly rate of \$1.00 above the highest classified rate of any employee in the group he/she is leading, or the maximum of \$.75/hr above Grade 7, whichever is greater.

155. WOOL BONUS. An employee regularly engaged as a "Glass Wool Insulation Stuffer" or as an employee that unloads, stores and delivers coarse fiberglass, shall receive 10¢ per hour above the rate of his/her individual classification.

156. AUTOMATIC PROGRESSION. The method of progression for the Automatic Progression Classifications shall be at the rate of 10¢ per hour every 45 days. All employees entering these classifications shall start at the minimum rate unless it is determined that they have the skills to start higher.

157. WAGE INCREASES.

(a) Employees hired prior to January 1, 2002 will start seventy-five (\$0.75) per hour below the minimum rate of their classification.

(1) Upon completion of his/her probation period he/she will receive an increase of twenty-five cents (\$0.25) per hour.

(2) And will receive an increase of twenty-five cents (\$0.25) per hour every three months until the maximum of his/her classification is reached.

(b) Employees hired on or after January 1, 2002, shall be paid 80% of the minimum rate of the job grade in which classified for the first year of employment. Such employee shall be paid according to the following table:

Effective on 1st Anniversary of Employment 84% of Job Grade Minimum.

Effective on 2nd Anniversary of Employment 88% of Job Grade Minimum.

Effective on 3rd Anniversary of Employment 92% of Job Grade Minimum.

Effective on 4th Anniversary of Employment 96% of Job Grade Minimum.

Effective on 5th Anniversary of Employment 100% of Job Grade Minimum.

Upon reaching 100% of the minimum rate, the employee shall progress to the maximum rate according to paragraph 157 (c).

(c) Any employee who bids, bumps, or is assigned into any classification which he/she has not previously held shall draw the minimum rate:

(1) Upon completion of his/her trial period he/she will receive an increase of five cents (\$.05) per hour.

(2) Thereafter, an employee will receive ten cents (\$.10) per hour every 45 calendar days to the maximum rate of his/her classification.

158. The Company will pay any discrepancy in wages within one (1) week.

**\*159. PURCHASE PLAN. Effective January 1, 2007, all employees will be able to purchase home appliances under Employee Home Purchase Program online @ [www.Whlrpoolwebworld.com](http://www.Whlrpoolwebworld.com), phone number 1-800-785-8903. Instruction Sheets available in Human Resources.**

160. JOB DESCRIPTIONS. The job descriptions negotiated and agreed upon are hereby adopted for the period of this Agreement. Copies will be provided to all members of the Bargaining Committee and the Union.

## **ARTICLE XXV Employee Training Program**

161. The Company and the Union recognize that on-the-job training, specialized course instruction and other forms of educational development of employees will enhance their skills, improve their capacities for advancement and provide the Company with improved skills in existing and future job responsibilities. Therefore, the Company will develop and implement a program for the training and instruction of employees in different skills in order to improve their existing abilities and teach them new ones. However, successful completion of any training and/or instructional program conducted by the Company will not necessarily guarantee employees advancement or wage increases except to the extent agreed to by the Company and the Union. In the development and implementation of the program, the Company will be responsible for determining:

(a) The maximum number of classifications for which training programs

are to be conducted;

- (b) The specific classification for which training and/or instruction will be offered and/or required;
- (c) The selection of the trainees where more or less than an entire classification is to be trained;
- (d) The duration and the number of employees in any training and/or instructional course.

162. Employees will be paid at their regular hourly rate and in accordance with the overtime provisions of the contract for all training and/or instructional time required of them by the Company. All or part of such required training and/or instruction time may fall outside the employee's regular shift but in no event shall an employee be required to spend more than three (3) hours outside his/her regular shift in any one (1) workday.

163. The Company may require qualified employees to accept temporary transfer or work overtime to replace employees during training and/or instructional sessions. In the event it involves overtime for the first and/or second shifts, it shall immediately precede and/or follow the employee's regular shift and shall not exceed a total of three (3) hours unless otherwise agreed to by the employee and the Company. Third shift employees shall report for training programs as scheduled and will be paid for at least three (3) hours. If the training program is less than three (3) hours, they may be assigned work in classification for the balance of the three (3) hours.





55-59	\$0.367	\$0.307
60-64	\$0.565	\$0.471
65-69	\$1.089	\$0.909
70-74	\$1.773	\$1.476
75+	\$2.862	\$2.385

These rates are monthly rates per \$1000 coverage

**(b) Healthcare Programs**

Effective January 1, 2008 employees will be able to choose between the Whirlpool Health Savings Plan and the Health Reimbursement Plan as offered to all other Whirlpool Corporation employees. Educational and enrollment materials will be available beginning in October 2007.

**Health Reimbursement Plan**

	<u>2008 Weekly Cost</u>	<u>2009 Weekly Cost</u>	<u>2010 Weekly Cost</u>	<u>2011 Weekly Cost</u>
<b><u>Employee</u></b>				
Non Tobacco	\$15.77	\$17.35	\$19.08	\$20.99
Tobacco Use	\$21.54	\$28.89	\$30.61	\$32.53
<b><u>Employee + Child(ren)</u></b>				
Non Tobacco	\$29.96	\$32.96	\$36.25	\$39.88
Tobacco Use	\$35.73	\$44.50	\$47.79	\$51.42
<b><u>Employee + Spouse</u></b>				
Non Tobacco	\$31.52	\$34.67	\$38.14	\$41.95
Tobacco Use	\$37.29	\$46.21	\$49.68	\$53.49
<b><u>Family</u></b>				
Non Tobacco	\$48.87	\$53.75	\$59.13	\$65.04
Tobacco Use	\$54.64	\$65.29	\$70.67	\$76.57

ALL PREMIUMS ARE PRETAX DEDUCTIONS AND ARE TAKEN ON A WEEKLY BASIS.

# BENEFIT SNAPSHOT - HEALTH REIMBURSEMENT PLAN

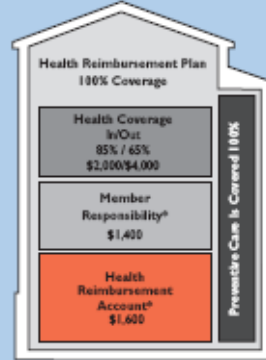


See FlexChoice 2008 Health Care Highlights for additional information.

## WHY CHOOSE THE HEALTH REIMBURSEMENT PLAN?

- Upfront benefit dollars that pay 100% of eligible expenses
- Unused dollars roll over for future use
- No copayments
- No upfront deductibles
- No referrals to see specialists
- 24-hour nurse Health Coaches
- 100% preventive care coverage with in-network physicians

Employee + Dependents



## HOW THE PLAN WORKS

### 1 HEALTH REIMBURSEMENT ACCOUNT (HRA)

- Benefit dollars allocated for you in Whirlpool-funded account
- Pays first at 100% of eligible expenses, while dollars are available
- Unused dollars roll over for the future

	Employee	Employee + Dependents
With Health Assessment*	\$800	\$1,600
Without Health Assessment	\$300	\$600

\*Both employee and spouse must complete the Health Assessment in order to receive Whirlpool funds (only available if spouse is also covered under HRA plan).

### 2 MEMBER RESPONSIBILITY

If you use all of your HRA, then you pay for additional health care expenses up to the amount of your Member Responsibility. If you don't use all of your HRA during the plan year, your next year's Member Responsibility decreases by the amount of the rollover.

\*Whirlpool contributes \$1,600 if both employee and spouse take the Health Assessment.

	Employee	Employee + Dependents
With Health Assessment	\$700	\$1,400*
Without Health Assessment	\$1,200	\$2,400

### 3 HEALTH COVERAGE

If you exceed your HRA and meet your Member Responsibility, Health Coverage pays additional covered expenses at the noted percentages. Refer to your member Web site or call Definity Health for a complete list of covered services.

	In	Out*
Medical Services	85%	65%
Prescription Drugs†	85%	65%

**OUT-OF-POCKET MAXIMUMS** The most you could pay each year for Health Coverage (excludes your Member Responsibility)

	Employee	Employee + Dependents
In: \$1,000	In: \$2,000	
Out: \$2,000	Out: \$4,000	

\* Based on the usual and customary cost for the service in your area.  
† Member may need to see difference if brand prescription is requested when a generic is available.

## PREVENTIVE CARE 100% Coverage with In-Network Physicians

**Well-child care:**

- Well baby and child office visits
- Immunizations

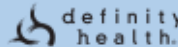
**Adult preventive care (age 19+):**

- Annual office exam
- Immunizations
- Routine Pap smear
- Cancer screenings

## HEALTH TOOLS & RESOURCES

- Personal member Web site to track HRA account balances and claims, compare provider costs and quality, browse the Healthwise® Knowledgebase, and more
- 24-hour nurse Health Coaches available by phone and online
- Monthly health statements
- Consumer Alerts to help you save money

See FlexChoice 2008 Health Care Highlights for additional information.



A UnitedHealth Group Company

www.definityhealth.com User ID: whirlpool Password: whirlpool  
1.866.UDEFINE (1.866.833.3463)

This brochure is only a summary of key plan provisions. If any conflicts exist between any summary and the plan documents, the documents will govern. The Company reserves the right to change or end the plan at any time and for any group of participants.

whirlpool\_HRA\_08

## Health Savings Plan

	<u>2008</u> <u>Weekly Cost</u>	<u>2009</u> <u>Weekly Cost</u>	<u>2010</u> <u>Weekly Cost</u>	<u>2011</u> <u>Weekly Cost</u>
<u>Employee</u>				
Non Tobacco	\$11.63	\$12.80	\$14.08	\$15.49
Tobacco Use	\$17.40	\$24.34	\$25.62	\$27.03
<u>Employee + Child(ren)</u>				
Non Tobacco	\$22.12	\$24.33	\$26.76	\$29.44
Tobacco Use	\$27.89	\$35.87	\$38.30	\$40.98
<u>Employee + Spouse</u>				
Non Tobacco	\$23.29	\$25.62	\$28.18	\$31.00
Tobacco Use	\$29.06	\$37.16	\$39.72	\$42.54
<u>Family</u>				
Non Tobacco	\$36.08	\$39.68	\$43.65	\$48.02
Tobacco Use	\$41.85	\$51.22	\$55.19	\$59.56

ALL PREMIUMS ARE PRETAX DEDUCTIONS AND ARE TAKEN ON A WEEKLY BASIS.

# BENEFIT SNAPSHOT - HEALTH SAVINGS PLAN



See FlexChoice 2008 Health Care Highlights for additional information.

## WHY CHOOSE THE HEALTH SAVINGS PLAN?

- Lowest premiums
- Tax-favored savings account that you own
- No copayments
- No referrals to see specialists
- 24-hour nurse Health Coaches
- 100% preventive care coverage with in-network physicians

## HOW THE PLAN WORKS

### 1 DEDUCTIBLE

- The amount you pay out of your own pocket before your Health Coverage takes effect
- Use your Health Savings Account (HSA) dollars to pay or help pay your deductible, or save HSA dollars for future use.

	Employee	Employee + Dependents
Annual Deductible	\$1,200	\$2,400

### 2 HEALTH SAVINGS ACCOUNT (HSA)

An HSA is a special, tax-favored bank account you can use to pay your out-of-pocket health care costs - or save for future health care expenses. Whirlpool contributes money to your account **ONLY** if you complete a Health Assessment between January 1 and March 31, 2008. You can also make pre-tax contributions, up to the annual maximum permitted by the IRS. You own your account, which rolls over from year to year. That means if you leave Whirlpool, your account stays with you. Contributions, earnings, and qualified medical withdrawals are tax-free.

Whirlpool's HSA Contribution	Employee	Employee + Dependents
With Health Assessment	\$500	\$1,000*
Without Health Assessment	\$0	\$0

If you enroll in the Health Savings Plan, you must open an HSA with Coasts Bank to receive contributions from Whirlpool.  
\*Whirlpool contributes \$1,000 if both employee and spouse take the Health Assessment.

### 3 HEALTH COVERAGE

If you exceed your deductible, Health Coverage pays additional covered expenses as shown.

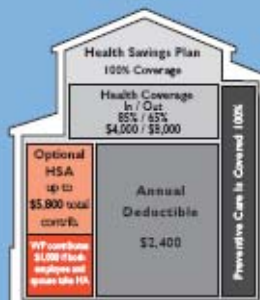
	In	Out†
Medical Services	85%	65%
Prescription Drugs†	85%	65%

**OUT-OF-POCKET MAXIMUM:** The most you could pay each year for Health Coverage (excludes your deductible)

	Employee	Employee + Dependents
In:	\$2,000	\$4,000
Out:	\$4,000	\$8,000

† Based on the usual and customary cost for the service in your area.  
† Member may need to pay difference if brand prescription is requested when a generic is available.

## Employee + Dependents



## PREVENTIVE CARE

100% Coverage with In-Network Physicians

- Well-child care:**
- Well baby and child office visits
  - Immunizations

**Adult preventive care (age 19+):**

- Annual office exam
- Immunizations
- Routine Pap smear
- Cancer screenings

## HEALTH TOOLS & RESOURCES

- Personal member Web site to compare provider costs and quality, browse the Healthwise® Knowledgebase and more
- 24-hour nurse Health Coaches available by phone and online
- Monthly health statements
- Consumer Alerts to help you save money



www.definityhealth.com User ID: whirlpool Password: whirlpool  
1.866.UDEFINE (1.866.833.3463)

This brochure is only a summary of key plan provisions. If any conflicts exist between any summary and the plan documents, the documents will govern. The Company reserves the right to change or end the plans at any time and for any group of participants.

whirlpool\_HSA\_08

## Dental Care Plan

	<u>2008</u> <u>Weekly Cost</u>	<u>2009</u> <u>Weekly Cost</u>	<u>2010</u> <u>Weekly Cost</u>	<u>2011</u> <u>Weekly Cost</u>
<u>Employee</u>	\$1.94	\$3.89	\$5.79	\$6.08
<u>Employee + Child(ren)</u>	\$3.17	\$6.35	\$9.50	\$9.98
<u>Employee + Spouse</u>	\$4.14	\$8.27	\$12.39	\$13.01
<u>Family</u>	\$6.17	\$12.35	\$18.48	\$19.40

## Vision Care Plan

	<u>2008</u> <u>Weekly Cost</u>	<u>2009</u> <u>Weekly Cost</u>	<u>2010</u> <u>Weekly Cost</u>	<u>2011</u> <u>Weekly Cost</u>
<u>Employee</u>	\$0.64	\$1.27	\$1.91	\$2.55
<u>Employee + Child(ren)</u>	\$1.04	\$2.07	\$3.10	\$4.13
<u>Employee + Spouse</u>	\$1.01	\$2.03	\$3.04	\$4.04
<u>Family</u>	\$1.67	\$3.33	\$4.99	\$6.67
<u>Discount Vision - No Cost to employee</u> 20% off glasses and exam				

ALL PREMIUMS ARE PRETAX DEDUCTIONS AND ARE TAKEN ON A WEEKLY BASIS.

The Mail Order Plan is Mandatory for all maintenance drugs.

(Forms available in the Human Resources Department)

(c) Company to continue payment of group insurance premiums for up to eighteen (18) months while employee is on authorized sick leave, subject to paragraph 165.

(d) Employees who take retirement after August 1, 2001 will be allowed to maintain their medical insurance coverage in the Amana Refrigeration Products Group Medical Insurance Program by contributing 50% of the group rate. Employees hired after September 25, 2004, shall have access to retiree health care only.

For calendar year 1995 and for subsequent calendar years, the Company's contribution toward the cost of retiree medical coverage will not exceed the Company's contribution, which will be calculated on the basis of experience in calendar year 1994. This limitation shall apply separately to both early retirees and those eligible to receive Medicare. This limitation shall not apply to any retiree whose retirement date is prior to January 1, 1995. Employees who take retirement after September 23, 2001 will be entitled to a \$5,000 Death benefit.

(e) Employees will be able to deduct a set amount of pre-tax dollars from their paycheck to cover dependent care and unreimbursed medical expenses (Flexible Spending Plan). The maximum yearly tax-free deduction for dependent care is \$5,000 and for unreimbursed medical expenses is \$5,000.

(f) Employees will have the ability to purchase auto, homeowners, renters and other property casualty insurance coverage at lower cost group rates via a payroll deduction option.

(g) Employees will have the opportunity to purchase adjustable life insurance at a lower cost group rate for the employee, spouse, and/or children.

\*(i) Sickness and Accident Insurance will be made available to employees. Maternity disability will be covered by this insurance, with payment and benefits subject to a certificate from a licensed physician indicating inability to work. Effective **January 1, 2008**, this insurance pays **\$400** per week for 26 weeks starting on the first date of an accident or sickness if hospitalized and on the 8th day of sickness. Employees cost will be \$2.69 per week. This insurance will increase from **\$400 to \$405** effective **January 1,**

**2009** and from **\$405** to **\$410** effective **January 1, 2010**, and from **\$410** to **\$425** effective **January 1, 2011**.

(Information Available in the Human Resources Department)

\*165. The Company will continue to pay the entire cost of the group insurance plan as amended, for those employees for whom it now makes such payments, but only so long as those employees remain in the employee of the Company. Premiums are as stated in paragraph 164 and these premiums will be deducted on a pretax basis. It is understood that nothing herein shall obligate the Company to take any action or assume any responsibility with regard to the settlement of any claim or claims which shall be contrary to the terms of the group insurance policy as stipulated by the insurance carrier.

**An employee's domestic partner is entitled to all health care benefits available to an employee's spouse provided all Company and legal requirements have been met and the current application for Domestic Partner has been approved by the Company**

## **ARTICLE XXVII**

### **\*Pension Plan**

\*166. The Company will continue the existing pension plan in full force and effect to **December 31, 2007**, for employee hired prior to September 25, 2004, provided, however, that subject to Internal Revenue Service approval, monthly retirement benefits for eligible employees retiring after October 1, 2004 will be \$27.50 for each year of credited service. Monthly pension benefits shall be provided for the surviving spouses of employees with ten years service with the Company and over the age of 55 who dies after September 25, 1976. **Effective December 31, 2007 the Company will freeze all Maytag Defined Benefit Plans. All accrued benefits will be protected and paid out at retirement.**

167. Employees on the payroll effective September 26, 2004, will have the option to remain on the aforementioned pension plan, or will have the option, to be exercised one time in the Spring of 2005, to choose the Company's Cash Balance Plan. Employees hired after September 26, 2004, will only be eligible for the Company's Cash Balance Plan.

168. Effective September 27, 1992 employees retiring on or after October 1, 1992 at age 62 and over will receive pension benefits without early retirement reductions.


## **ARTICLE XXVIII**

### **401 (k) Plan**

169. Effective January 1, 2002, all regular employees and new employees (after a three (3) month waiting period) will be eligible to participate in the Maytag 401 (k) Plan, which provides a fifty percent (50%) match in Maytag stock of the first six percent (6%) of employee contributions with immediate vesting (including all current participants).

\*170. Effective September 26, 2004, employees who enroll in the Company's Cash Balance Plan will be eligible for an enhanced 401(k) in which the Company will provide a hundred percent (100%) match in Maytag Stock on the first three percent (3%) of pay that employees save in the plan, plus a fifty percent (50%) match in Maytag stock on the next two percent (2%) of pay employees save in the plan. That results in a maximum total match of four percent (4%) that will be immediately vested. **Effective Dec 31, 2007 the Company will freeze all Maytag Cash Balance Plans. All accrued benefits will be protected and paid out at retirement.**

**Effective January 1, 2008, all employees will be enrolled in the Whirlpool Corporation Enhanced 401 (k) Plan, as offered to all Whirlpool employees:**



**Your 401(k) Savings**

---

**Contributions As % Pay** At least....  
↓

<i>You Contribute (pre-tax)</i>	0%	1%	2%	3%	4%	<b>5%</b>
		100% Whirlpool Match			50% Whirlpool Match	
<i>Whirlpool Contributes</i>	3%	4%	5%	6%	6.5%	<b>7%</b>
<i>Total Contributions</i>	<b>3%</b>	<b>5%</b>	<b>7%</b>	<b>9%</b>	<b>10.5%</b>	<b>12%</b>

**\*ARTICLE XXIX  
Employee Retirement Supplement**

**\*171. Effective January 1, 2008 a Retirement Supplement will pay each qualified retiree the amount of \$300 per month pre-tax for a total of twenty four (24) months following their retirement provided the employee retires during the term of this agreement. To qualify, employee must have a minimum of five (5) years credited service and be at least 60 years old at the time of retirement.**



## **ARTICLE XXX**

### **Term**

\*172. This agreement shall be binding on all parties hereto from **September 23, 2007** through **September 24, 2011** the fourth Saturday of September, and shall continue in force and effect for each year thereafter the same as though extended for a yearly period in writing unless at least sixty (60) days before the expiration date of this agreement or any automatic extension of the yearly period thereafter, notice is given in writing by either party of a desire to effect a cancellation or a change in this agreement. Any matters not covered by this agreement may, after negotiations have been completed on same and agreement reached, be reduced in writing, signed by the parties hereto and become a part of this agreement as an amendment.

173. All past agreements either verbal or written relative to matters herein provided for or which are inconsistent with the terms of this contract, including procedures, practices, policies and precedents, are hereby voided and superceded by this agreement.

**Whirlpool Amana Division**

Kevin G Bradley  
Jeff W Andersen  
Bill Klapp  
Jim Tanke  
Lori Fosu

**LOCAL LODGE NO 1526.  
INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE  
WORKERS, A.F.OF L. - C.I.O**

Bargaining Committee

1st Shift

Randy Krewson, Chairperson  
Brenda Van Dee  
Mary Ann Miller

2nd Shift

Diane Frank, Chairperson  
Mark Houser

3rd Shift

Denny Jack, Chairperson  
Sandy Lorenz

Union Business Representative

Edward L. Miller, Business Representative  
Mike Woltz, Grand, Lodge Representative

## **Partnership Letter of Understanding September 27, 1998**

### Partnership

During the 1995 negotiation the parties agreed to the concept of a Partnership Agreement to ensure that we become a plant that consistently outperforms our competition. The concept is being continued to provide for continuous plant improvement in safety, quality, delivery and cost. Within this framework the parties are committed to looking at and exploring alternatives that will ensure our future plant growth in market share and competitiveness. The Union or the Company may, at any time, withdraw from the Partnership Agreement by giving a thirty (30) day written notice to the other party of their intent to do so. The Parties have agreed that any actions resulting from the Partnership Agreement will not alter any of the terms or conditions of the existing collective bargaining agreement.

### Partnership Objectives

Our primary objective will be to foster an atmosphere and working relationship that will lead to improved:

- Union and Management relationships
- Mutual trust and respect
- Customer responsiveness
- Employee motivation and commitment
- Market share
- Skills and flexibility of the workforce
- Total costs

### Partnership Process

The process utilized will analyze those aspects of the business related to the Partnership objectives, other related matters, create a Joint Partnership Committee comprised of four (4) bargaining unit employees to be selected by the Union bargaining committee, and four (4) Company representatives to be selected by Management to establish the joint direction and opportunities throughout the next several years and beyond.

Under the Partnership, the Partnership Committee will empower Partnership Teams to explore specific changes and make recommendations to the Partnership Committee. All decisions made by the Partnership Committee shall be by consensus.

Each Partnership Team will consist of an equal number of members selected by the Partnership Committee.

#### Partnership Commitments

1. The Partnership Committee will become fully effective in the Partnership process by continuing to provide training for the Partnership Committee, Partnership Teams, and employees by utilizing factory trainers or other trainers selected.
2. The Company agrees to taking steps necessary (including retraining, reassignment, attrition) to avoid layoffs out of the Bargaining Unit due to Improvements derived from the Partnership initiatives.
3. The Partnership Committee will jointly develop and revise an action agenda by consensus, specifying steps and priorities for actions under the partnership.

The Partnership Committee will meet a minimum of once a month upon the request of either the Union or the Company.

Kevin G Bradley

**GOALSHARING LETTER OF UNDERSTANDING**  
**September 27, 1998**

The Goal\$sharing program has been designed, approved, and implemented for the time period between January 1, and December 31, of each year. Prior to January 1 of each year the parties agree to design a Goal\$sharing program for each such time period which will reward employees for their contributions to improved plant performance. The Union designated members of the Goal\$sharing Committee will decide each year whether the Goal\$sharing payments to bargaining unit employees will be made on a cents-per-hour or percentage-of-hourly earnings basis. This decision will not be subject to review or approval by management.

Kevin G Bradley

**LETTER OF UNDERSTANDING**  
**September 27, 1998**

The Company and Union have agreed to continue to try and locate an open full-time factory or office position for employees who have been placed on permanent medical restrictions due to a work related injury and are unable to perform their regular job duties with their classification in accordance with the Americans With Disabilities Act.

Job search guidance for the above referenced employees no longer able to be employed will be developed and provided.

Kevin G Bradley

**INITIAL STARTUP PROCEDURES FOR FULL ASSEMBLY  
OPERATION ON THIRD SHIFT**

November 11, 2001

- The Company will not schedule full assembly operations on the affected line on Second Shift.
  
- Method of filling job openings on the full assembly operation:
  1. Recall procedures will be used to fill positions in the event of the startup of a full third shift assembly operation. All employees subject to recall shall have the right to refuse this recall.
  2. Job openings will be posted for bid and ALL regular employees shall have bidding rights.
  3. Employees willing to accept assignment can fill openings not filled by recall or bid award.
  4. Contractual reduction in force procedures will apply.
  5. Contractual bumping procedures will apply.
  6. No regular employee will be required to work the eight (8) hour shift full assembly operation on Third shift, if hired prior to 4/15/01.
  7. If any job openings remain unfilled, they can be filled by hiring.

## **APPENDIX A**

### **General Safety Rules**

Your personal safety as well as the safety of your fellow workers may depend upon your observance of the following simple but effective safety rules.

1. Follow your Supervisor's instructions in all respects and use the safety equipment provided for the work you are doing. If you do not understand how to do your job or the hazards involved, ask your Supervisor to explain until you can safely say you do understand.
2. All injuries, no matter how slight, must be reported to First Aid. Notify your Supervisor, if possible.
3. All accidents must be reported to your Supervisor, whether or not there is injury to someone or damage to material or equipment.
4. Any unsafe condition or unsafe act should be reported promptly to your Supervisor.
5. Smoking is prohibited in the building and in certain areas outside which are posted.
6. You must comply with and not remove any sign or warning indication attached to any plant equipment. Only persons placing such warning may remove them.
7. Do not operate any machine, truck, fork truck, tool, or any other equipment unless you are assigned to do so and you have been properly instructed by the Supervisor.
8. You are not permitted to operate any machine unless proper guards are in place or safety devices are operative, except by special permission from the Supervisor.
9. Fork truck operators are at all times responsible for the safe operation of their vehicles.
10. Fire extinguishers, alarm boxes, and aisle to the First Aid Room, sprinkler valves, and exits will not be obstructed in any way.
11. Approved eye or face protective equipment must be worn by all



employees who do welding, chipping, grinding, drilling, or who handle or work around hot or corrosive liquids or compressed air, or on any job where similar hazards may require such protection.

12. Compressed air is dangerous. It must not be used to dust off clothing or play tricks on fellow workers. It should be used for cleaning machines and working areas only if absolutely necessary and then only when the proper precautions have been taken to avoid injury to yourself and others.

13. Compressed gasses in cylinders must be handled with special care and properly stored in racks provided. Caps must be replaced on cylinders when not in use. Never use oil, even on your hands, near oxygen cylinders; oil and pure oxygen in combination will explode.

14. Materials and parts must be moved by use of appropriate equipment and are to be stacked neatly and safely at all times. Good housekeeping is important. Always keep your work area neat and clean and your tools and material secure against falling and striking someone or causing someone to stumble.

15. "Harmless" horseplay, running or scuffling is not permitted on Company property at any time.

16. Fire main or sprinkler system valves shall not be operated by any person except when permitted by the Maintenance Supervisor.

17. No employee shall at any time ride on a fork truck with the driver or on the forks.

18. Straight and extension ladders must be spiked or rest on approved footpads. They shall be securely tied at the top with a rope, if possible, otherwise ladders must be held while someone is using them. No one shall stand on the top step of any ladder, including step-ladder.

19. Only those workers assigned to the Electrical Supervisor are permitted to install, repair or replace any electrical equipment.

20. No employee under 18 years of age is permitted to work any where in the factory, except in offices and other areas where no machines are in use, nor shall they ride on any plant elevator.

21. All footwear must be adequate to protect the feet. Cloth or open-toe shoes are not to be worn.

22. All employees while in the plant must keep their hair completely covered or otherwise secured against hazard of fire and entanglement in machinery. Rings, earrings,

bracelets and other jewelry that can become entangled in mechanical equipment must not be worn.

23. At all times wear clothing that is close fitting. Loose garments may easily catch in machinery and tools. Gloves must not be worn on certain jobs, such as when operating circular or band saws.

24. When lifting, do not bend or twist your back. Keep your back straight and bend your knees. If it is necessary to turn to pick up something of medium or heavy weight, shift your feet rather than twist your body.

25. No employee subject to any chronic ailment that may cause falling or loss of consciousness will be retained in any work area where there is machinery, ladders or stairs, caustic tanks, or other apparatus or structures that would be inherently dangerous.

**APPENDIX B**  
**EFFECTIVE SEPTEMBER 23, 2007**  
 Job Classification and Wage Rates

	Hire	Min.	Max.
GRADE 2	\$11.82	\$14.78	\$15.26
Molding Machine Operator			
Janitor			
Janitor prior to 9/23/95			\$16.75
GRADE 3			
Assembler	\$13.18	\$16.48	\$17.04
Parts Handler			
GRADE 4	\$13.40	\$16.75	\$17.21
Boiler Tender			
Service Specialist			
GRADE 5	\$13.65	\$17.06	\$17.61
Extra Operator 1 <sup>st</sup> Class			
Construction Mechanic			
Inspector 2nd Class			
Industrial Microwave Attendant			
Finish Grinder			
Punch Press Operator			
Welder			
Plant Utility Assembler			
GRADE 6	\$13.87	\$17.34	\$17.85
Production Specialist			
Brazer			
Automatic Press/Shear Set-up & Operator			
Material Handler			
Tool Crib Mechanic & Attendant			

	Hire	Min.	Max.
GRADE 7	\$14.19	\$17.74	\$18.28
Automatic Foam Operator			
Coating Specialist			
Die/Mold Setter			
Group/Team Leader			
Layout & Metal Parts Fabricator			
Machine Refrigeration Specialist			
Fabrication Set Up & Operator			
* <b>Tubing Fabrication Set Up &amp; Operator</b>			
Inspector 1st Class			
Plastics Set Up & Operator			
Industrial Microwave Technician			
GRADE 8	\$15.29	\$19.11	\$19.65
QA Tech (Rapid Response)			
QA Tech (CMM)			
Refrigeration Technician			
GRADE A	\$13.93	\$17.41	\$19.65
Mechanical Specialist			
Fork Truck Mechanic			
GRADE B			
Tooling Specialist	\$14.05	\$17.56	\$21.31
Electrical Specialist			
Lean Sigma Technician			\$21.56
Training Team Leader			\$21.56
Waste Treatment Operator	\$13.93	\$17.41	\$21.31

**APPENDIX B**  
**EFFECTIVE SEPTEMBER 21, 2008**  
 Job Classification and Wage Rates

	Hire	Min.	Max.
GRADE 2	\$12.10	\$15.13	\$15.61
Molding Machine Operator			
Janitor			
Janitor prior to 9/23/95			\$17.10
 GRADE 3			
Assembler	\$13.46	\$16.83	\$17.39
Parts Handler			
 GRADE 4	\$13.68	\$17.10	\$17.56
Boiler Tender			
Service Specialist			
 GRADE 5	\$13.93	\$17.41	\$17.96
Extra Operator 1 <sup>st</sup> Class			
Construction Mechanic			
Inspector 2nd Class			
Industrial Microwave Attendant			
Finish Grinder			
Punch Press Operator			
Welder			
Plant Utility Assembler			
 GRADE 6	\$14.15	\$17.69	\$18.20
Production Specialist			
Brazer			
Automatic Press/Shear Set-up & Operator			
Material Handler			
Tool Crib Mechanic & Attendant			

	Hire	Min.	Max.
GRADE 7	\$14.47	\$18.09	\$18.63
Automatic Foam Operator			
Coating Specialist			
Die/Mold Setter			
Group/Team Leader			
Layout & Metal Parts Fabricator			
Machine Refrigeration Specialist			
Fabrication Set Up & Operator			
* <b>Tubing Fabrication Set Up &amp; Operator</b>			
Inspector 1 <sup>st</sup> Class			
Plastics Set Up & Operator			
Industrial Microwave Technician			
GRADE 8	\$15.57	\$19.46	\$20.00
QA Tech (Rapid Response)			
QA Tech (CMM)			
Refrigeration Technician			
GRADE A	\$14.21	\$17.76	\$20.00
Mechanical Specialist			
Fork Truck Mechanic			
GRADE B			
Tooling Specialist	\$14.33	\$17.91	\$21.66
Electrical Specialist			
Lean Sigma Technician			\$21.91
Training Team Leader			\$21.91
Waste Treatment Operator	\$14.21	\$17.76	\$21.66

**APPENDIX B**  
**EFFECTIVE SEPTEMBER 20, 2009**  
 Job Classification and Wage Rates

	Hire	Min.	Max.
GRADE 2	\$12.34	\$15.43	\$15.91
Molding Machine Operator			
Janitor			
Janitor prior to 9/23/95			\$17.40
 GRADE 3			
Assembler	\$13.70	\$17.13	\$17.69
Parts Handler			
 GRADE 4			
Boiler Tender	\$13.92	\$17.40	\$17.86
Service Specialist			
 GRADE 5			
Extra Operator 1 <sup>st</sup> Class	\$14.17	\$17.71	\$18.26
Construction Mechanic			
Inspector 2nd Class			
Industrial Microwave Attendant			
Finish Grinder			
Punch Press Operator			
Welder			
Plant Utility Assembler			
 GRADE 6			
Production Specialist	\$14.39	\$17.99	\$18.50
Brazer			
Automatic Press/Shear Set-up & Operator			
Material Handler			
Tool Crib Mechanic & Attendant			

	Hire	Min.	Max.
GRADE 7	\$14.71	\$18.39	\$18.93
Automatic Foam Operator			
Coating Specialist			
Die/Mold Setter			
Group/Team Leader			
Layout & Metal Parts Fabricator			
Machine Refrigeration Specialist			
Fabrication Set Up & Operator			
* <b>Tubing Fabrication Set Up &amp; Operator</b>			
Inspector 1st Class			
Plastics Set Up & Operator			
Industrial Microwave Technician			
GRADE 8	\$15.81	\$19.76	\$20.30
QA Tech (Rapid Response)			
QA Tech (CMM)			
Refrigeration Technician			
GRADE A	\$14.45	\$18.06	\$20.30
Mechanical Specialist			
Fork Truck Mechanic			
GRADE B			
Tooling Specialist	\$14.57	\$18.21	\$21.96
Electrical Specialist			
Lean Sigma Technician			\$22.21
Training Team Leader			\$22.21
Waste Treatment Operator	\$14.45	\$18.06	\$21.96



**APPENDIX B**  
**EFFECTIVE SEPTEMBER 19, 2010**  
 Job Classification and Wage Rates

	Hire	Min.	Max.
GRADE 2	\$12.74	\$15.93	\$16.41
Molding Machine Operator			
Janitor			
Janitor prior to 9/23/95			\$17.90
GRADE 3			
Assembler	\$14.10	\$17.63	\$18.19
Parts Handler			
GRADE 4	\$14.32	\$17.90	\$18.36
Boiler Tender			
Service Specialist			
GRADE 5	\$14.57	\$18.21	\$18.76
Extra Operator 1 <sup>st</sup> Class			
Construction Mechanic			
Inspector 2nd Class			
Industrial Microwave Attendant			
Finish Grinder			
Punch Press Operator			
Welder			
Plant Utility Assembler			
GRADE 6	\$14.79	\$18.49	\$19.00
Production Specialist			
Brazer			
Automatic Press/Shear Set-up & Operator			
Material Handler			
Tool Crib Mechanic & Attendant			
	Hire	Min.	Max.
GRADE 7	\$15.11	\$18.89	\$19.43
Automatic Foam Operator			
Coating Specialist			

Die/Mold Setter			
Group/Team Leader			
Layout & Metal Parts Fabricator			
Machine Refrigeration Specialist			
Fabrication Set Up & Operator			
* <b>Tubing Fabrication Set Up &amp; Operator</b>			
Inspector 1st Class			
Plastics Set Up & Operator			
Industrial Microwave Technician			
<b>GRADE 8</b>	\$16.21	\$20.26	\$20.80
QA Tech (Rapid Response)			
QA Tech (CMM)			
Refrigeration Technician			
<b>GRADE A</b>	\$14.85	\$18.56	\$20.80
Mechanical Specialist			
Fork Truck Mechanic			
<b>GRADE B</b>			
Tooling Specialist	\$14.97	\$18.71	\$22.46
Electrical Specialist			
Lean Sigma Technician			\$22.71
Training Team Leader			\$22.71
Waste Treatment Operator	\$14.85	\$18.56	\$22.46

**APPENDIX C**  
**Four Ten Hour Shift**

- 1) The schedule will work four (4) ten hour shifts in a pay period and be paid regular pay for hours worked, exclusive of the lunch period.
- 2) The normal workweek will be Monday through Thursday.
- 3) The normal hours will be 5:00 a.m. to 3:30 p.m. for 1st shift and 3:30 p.m. to 2:00 a.m. for 2nd shift.
- 4) Overtime will be voluntary for the four (4) ten-hour shifts and employees will be asked to work as outlined in paragraph 25 of the contract excluding 25(b).
- 5) Overtime pay will be paid one and one half (1½ ) times the employee's regular rate of pay for all hours worked in excess of ten hours in any one workday or in excess of forty hours in a pay period. Hours worked on Friday and Saturday will be paid at one and one half (1½) times the employee's regular rate of pay. Hours worked on Sunday will be paid double the employee's regular hourly rate.
- 6) An employee working this schedule will receive ten (10) hours of holiday pay at their regular hourly rate when a designated holiday falls during their regular workweek and the holiday is not worked. Holidays falling on Sunday will be celebrated on Monday.
- 7) An employee working this schedule will receive eight (8) hours pay at their regular hourly rate when a designated holiday does not fall in their regular workweek.
- 8) An employee working this schedule will receive jury service pay per Article XXIII of the agreement except that it will be for ten hours pay at their regular hourly rate.
- 9) Holidays not worked will be considered as time worked for the purpose of calculating the excess of forty (40) hours in a pay period.
- 10) An employee working this schedule will receive two (2) times their hourly rate plus ten (10) hours holiday pay, when a designated holiday falls during their regular workweek and the holiday is worked.

11) An employee working this schedule will be entitled to forty (40) hours funeral leave for spouse and children (including stepchildren). All other days still apply as stated in the contract with one (1) day equal to one (1) ten-hour day of pay.

12) An employee working this schedule will be entitled to vacation hours per Article XV in the contract and will be required to use ten (10) hours of vacation time for each day scheduled.

13) Three (3) twelve (12) minute breaks will be scheduled per ten-hour shift.

14) All active employees will be eligible to bid on the initial job postings.

15) Four (4) to six (6) weeks notification will be given prior to changing to this schedule.

16) The Company will meet with the Union Executive Board and the Bargaining Committee to show customer demand and needs prior to this schedule being implemented.

17) When this schedule is implemented, Paragraph 73 will be amended so as to guarantee every shift will have the same amount of time to bid on job postings.

18) When this schedule is implemented, Paragraph 54 will be amended so as to guarantee every employee on every shift will have the same contractual rights regarding bumping.

19) 2nd shift will receive a \$0.30 shift differential.

### **Three Twelve Hour Shifts**

- 1) The schedule will work three (3) twelve (12) hour shifts in a pay period.
- 2) The normal workweek will be Friday through Sunday or Saturday through Monday.
- 3) An employee working this schedule will be paid forty (40) hours regular pay for thirty-six (36) hours scheduled in a pay period.
- 4) The normal hours will be 5:00 a.m. to 5:00 p.m. (A Shift).
- 5) 2nd shift hours will be 5:00 p.m. to 5:00 a.m. (B Shift). All work on the 2nd shift shall be considered as having been performed on the calendar day in which the shift commenced.
- 6) Overtime will be voluntary for the three (3) twelve-hour shifts and employees will be asked to work as outlined in Paragraph 25 of the contract excluding 25(b).
- 7) Overtime pay will be paid one and one half (1 ½) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any one workday or in excess of thirty-six (36) hours in a pay period. Hours worked on Monday through Wednesday (Friday through Sunday schedule) or Tuesday through Thursday (Saturday through Monday schedule) will be paid at one and one half (1 ½) times the employee's regular rate of pay. Hours worked on Thursday (Friday through Sunday schedule) or Friday (Saturday through Monday schedule) will be paid double the employee's regular hourly rate.
- 8) An employee working this schedule will receive twelve (12) hours of holiday pay at their regular hourly rate when a designated holiday falls during their regular workweek and the holiday is not worked. Holidays that fall on Friday or Saturday will be observed on Friday. Holidays that fall on Sunday will be observed on Sunday.
- 9) An employee working this schedule will receive eight (8) hours pay at their regular hourly rate when a designated holiday does not fall in their regular workweek.
- 10) An employee working this schedule will receive jury service pay per Article XXIII of the agreement except that it will be for twelve (12) hours pay at their regular hourly rate.

11) Holidays not worked will be considered as time worked for the purpose of calculating the excess of thirty-six (36) hours in a pay period.

12) An employee working this schedule will receive two (2) times their hourly rate plus twelve hours holiday pay, when a designated holiday falls during their regular workweek and the holiday is worked.

13) An employee working this schedule will be entitled to forty (40) hours funeral leave for spouse and children (including stepchildren). All other days still apply as stated in the contract with one (1) day equal to one (1) twelve-hour day of pay.

14) An employee working this schedule will be entitled to vacation hours per Article XV in the contract and will be required to use twelve (12) hours of vacation time for each day scheduled.

15) Two (2) ten (10) minute breaks and two (2) twelve (12) minute breaks will be scheduled per twelve (12) hour shift.

16) Twenty (20) minutes will be scheduled for the lunch period.

17) One additional Plant Chairperson and Safety Committee person will be added to the twelve hour schedule per shift, provided at least 100 employees are scheduled.

18) No regular employee will be required to work this schedule if their seniority date is prior to March 1, 2003.

19) IAM & AW Local Lodge 1526 regular Union meeting - Union members will be eligible to attend the monthly meeting. Only actual time lost will be deducted from the employee's forty (40) hours of regular pay at a maximum of four and one half (4 ½) hours.

20) All active employees will be eligible to bid on the initial job postings.

21) Four (4) to six (6) weeks notification will be given prior to changing to this schedule.

22) When this schedule is implemented, Paragraph 73 will be amended so as to guarantee every shift will have the same amount of time to bid on job postings.

23) When this schedule is implemented, Paragraph 54 will be amended so as to guarantee every employee on every shift will have the same contractual rights regarding bumping.

24) The Company will meet with the Union Executive Board and the Bargaining Committee to show customer demand and needs prior to this schedule being implemented.

25) 2nd shift will receive a \$0.30 shift differential.

### **General Guide**

The information provided below is intended only as a general guide with regard to some of the rights, privileges and obligations of employees under the Contract between the Union and the Company. Questions as to the application of the contract in specific cases should be directed to the employee's Steward or Supervisor.

If I am reduced or bumped from my regular job class can I do besides accept transfer?

A. Bump - Using your plant seniority, you have two (2) days to file bump grievance, stating job classification, Supervisor's name in department to which you wish to bump.

B. Bid - Using your plant seniority.

C. Voluntary Layoff - Only can happen if a total reduction in force occurs. Please see Paragraph 54(h).

How do I establish Recall Rights?

A. By bid

(1) After completing Trial Period (Recall for three (3) years).

(2) After completing five (5) days but less than thirty (30) days (Recall of ninety (90) days)

B. First assignment in absence of bid by new hires.

How do I lose Recall Rights while still working in the plant?

A. By bidding out of my regular classification.

(1). Being reduced out for three (3) years or more.

(2). After completing five (5) days, but less than thirty (30) days in that period and not being recalled within (90) days.

(3). Being disqualified.

When I am disqualified what are my rights?

A. Disqualified during trial period.

- (1) Return to former job classification (provided it has not been filled).
- (2) Bidding Rights Restored (No Bumping Rights).
- (3) File grievance protesting Company action.

B. Disqualification after trial period.

- (1) Bidding rights restored.
- (2) Bumping rights (two (2) days to file bump grievance).
- (3) Accept transfer (must be physically able to perform).
- (4) File grievance protesting Company action.

The foregoing is not a part of the negotiated Contract between the Union and the Company, nor is it intended or to be used as evidence by implication or otherwise of the intent or practice of the parties in any grievance submitted to arbitration under the terms of the Contract.