

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and concluded at Cleveland, Ohio this 12th day of May, 1941, by and between the AMERICAN STOVE COMPANY, NEW PROCESS-RELIABLE DIVISION, a corporation, hereinafter referred to as the Company, and the METAL AND MACHINERY WORKERS INDUSTRIAL UNION NO. 440 of the INDUSTRIAL WORKERS OF THE WORLD, hereinafter referred to as the Union

W I T N E S S E T H :

SECTION 1. It is the intent and purpose of the parties hereto that this agreement shall promote and improve the industrial and economic relationship between the Company and its employees, and to set forth the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

SECTION 2. The Company recognizes the Union as the sole collective bargaining agency for the employees of the Company. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any member because of membership in the Union. It is agreed that employees are not to intimidate or coerce any other employees into the Union and also not to solicit membership on Company time.

In the interest of promoting a more harmonious relationship the Company does approve of its employees becoming members of the Union.

When reduction in force becomes necessary, where equal departmental seniority rights prevail, the Company will lay off the Union man last. But in recalling employees Union members will be given preference.

The term "Employee" as used in this agreement shall not include clerical or salaried workers, foremen, assistant foremen, watchmen, superintendent or manager.

Foremen shall not do any substantial amount of production work.

SECTION 3. There shall be in effect an eight (8) hour day and a forty (40) hour week. Time and one-half shall be paid for all time in excess of eight (8) hours in any one day (24 hour period) and for all time in excess of forty (40) hours in any one week. A week shall be five (5) consecutive eight (8) hour days starting on Monday and terminating on Friday, except for Watchmen.

All work performed on Saturday shall be paid at time and one-half and all work performed on Sunday, or Holidays, as designated herein, shall be paid at double time except for Watchmen. The following days shall be considered as Holidays: New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

No employee shall be called out to work for less than one half day. He shall be considered as called out to work unless official notice be given on the previous day, except in cases of emergencies, accidents, fires and storms, floods, power breakdowns, and other causes beyond the control of the Company management, however, any Maintenance employees called out for emergency work at night shall be paid time and one-half ( $1\frac{1}{2}$ ) for all time worked. But no employee shall be called out for emergency work for less than three (3) hours of regular pay.

When it becomes necessary to reduce operations, preference shall be given to shortening of hours before layoffs are made.

SECTION 4. It is understood and agreed that in all cases of promotion (except to supervisory force) or increase or decrease of forces, seniority, taking into account month and date of hiring, shall be the governing factor except in cases where it is mutually agreed between the Union and the Company that the employee concerned cannot qualify.

In order to safeguard seniority rights no employee shall be permanently transferred without his consent and understanding and in the event the worker is transferred from one department to another by the Company, he shall hold his seniority in his original department. If, however, a worker is transferred to another department on his own request he gives up his seniority in his original department.

An employee shall lose his seniority rights:

- (a) When officially notified by the Company at his last known address to report for work and does not reply within five (5) working days.
- (b) When an employee voluntarily quits.
- (c) When an employee is properly discharged.
- (d) After twenty-four (24) consecutive months of unemployment, however, does not preclude his hiring order.

Absence on account of sickness does not impair seniority rights, but notification of such condition must be given immediately.

The Company shall furnish the Shop Committee with a seniority list of all employees in the plant.

New employees shall be considered beginners for a period of thirty(30) days and may be transferred by the Company during this period. Upon the expiration of the probationary period or at any time prior thereto, the Company shall be the sole judge as to whether any beginners shall be continued in its employment. After the learning period the seniority of such employees shall commence from the date of employment.

If any employee, who may enlist or be drafted into the armed forces of the United States Government in time of war or in a state of national emergency akin to war, shall within sixty (60) days after discharge by the United States Government report for work he shall resume his place on the seniority list provided that employee is physically and mentally fit to resume his duties.

SECTION 5. For 1941 each employee who has been continuously in the service of the Company for two (2) years prior to September 1, 1941 shall receive one (1) week's vacation with pay in advance.

Vacation pay for one week consisting of forty (40) hours Monday through Friday, shall be the sum of average hourly rate earned for the eighty (80) hours for the period mutually agreed upon during the month of April.

The time allotted to such employees for vacations will be established by the management and the vacation periods will be such as will cause a minimum of interference with the plant operations. Every eligible employee will be notified of his vacation allowance and period as far in advance as possible, but the Company reserves the right to make changes in the vacation periods at any time when such action is considered necessary. All vacations must be taken before the end of the present calendar year and a temporary shut down for any reason may be designated as a vacation. No vacation or vacation pay will be allowed to any employee after resignation or discharge.

A vacation may not be waived by an employee and extra pay received for work during such period.

SECTION 6. ADJUSTMENT OF COMPLAINTS. The Union shall appoint a Committee of not more than seven (7) employees whose functions shall be to adjust the complaints of Union members. All complaints and controversies shall be adjusted in the following manner:

(1) Between the employee concerned and his foreman, or together with the Committee Man and employee concerned and his foreman.

(2) The complaint shall be reduced to writing and taken

up between the Adjustment Committee or a member or members thereof, and the Superintendent of the Company. In the event an agreement is reached by them, it shall be binding upon all parties thereto.

(3) Between the Representatives of the Shop Committee and the Manager of the Company, or his representative. In the event an agreement is reached by them, it shall be binding on all parties thereto.

(4) By mutual agreement, should said parties fail to reach a decision in ten (10) days, the complaint shall be referred to a Board of Arbitration to consist of three (3) persons, one selected by the Company, one by the Union, and one by the first two, who shall as soon as convenient hear the matter upon its merits and render its decisions which same shall be final and binding upon parties thereto. Each party shall pay the expenses of its own representative on such Board of Arbitration and shall pay one-half the expense of the third arbitrator and any other expense incurred in connection with such arbitration proceedings.

No stoppage of work nor lockout shall take place during negotiations which shall not continue for more than fifteen (15) working days.

Specified periods shall be agreed upon between the Union and the Superintendent or Manager for the presentation of complaints hereunder; provided, however, that matters pertaining to discharges, or other matters, which cannot reasonably be delayed until the next regular meeting may be presented at any time in accordance with the foregoing provisions.

In the event an employee shall be discharged from employment and believe he had been unjustly dealt with, such discharge shall constitute a case arising under the method of adjustment of differences herein provided. Should it be decided under the rules of this agreement that an injustice has been dealt the employee with regard to the discharge, the Company agrees to reinstate such employee and pay full compensation at the employee's prevailing wages for the time lost. In case of any such discharge the Company must be notified of the claim of alleged wrongful discharge within two (2) working days and the case shall be taken up promptly and disposed of within five (5) working days.

SECTION 7. MANAGEMENT. The management of the works, the direction of the working forces, and the affairs of the Company, including the right to hire, suspend or discharge for cause, and the right to relieve employees from duty because of lack of work or other legitimate reasons, are vested exclusively in the Company, provided that this will not be used for the purpose of discriminating against any member of the Union, and provided further that the matter of relieving

Page 5.

employees from duty because of lack of work and re-hiring shall be in accordance with the article covering seniority herein provided.

SECTION 8. Furloughs. Application for furloughs extending over a period of two (2) weeks must be made in writing. It shall be in the sole discretion of the Company whether such furloughs shall be granted or not, and in no case shall be issued for more than three (3) months, but may be extended on agreement between the employee and the management.

SECTION 9. WAGE RATES. The minimum starting wage scale for laborer shall be 57¢ per hour for ninety (90) days after which the rate shall be 63¢ per hour and after a twelve (12) month period the rate shall be increased to rate of 65¢ per hour.

Hourly rates to be increased 5¢ per hour up to and including the 69¢ rate. All rates above 69¢ to be rated at 5% above the present rates.

All piece work rates shall be increased 5%.

All recently hired employees who have not yet worked thirty (30) days will after this period be increased to 60¢.

After ninety (90) days rate will be raised to 65¢ per hour and after twelve (12) months will be increased to 68¢ per hour.

Employees temporarily transferred from a higher rated job to one of a lower rate or from a lower rated job to one of a higher rate shall remain for thirty (30) days at such rate.

SECTION 10. SAFETY AND HEALTH. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with the laws of the State of Ohio.

The Union shall have one member from each major department designated as a safety inspector for that department, to make such reports as necessary to the general safety inspector. All inspectors shall be considered members of the general safety committee.

It shall be their duty to report any violations of the Ohio State laws pertaining to the health and safety of the employees: said safety committee shall meet once every three months to make reports to the management.

The Company safety inspector together with two designated Union inspectors shall make an inspection of the factory once every month.

SECTION 11. It is understood and agreed that these articles of agreement (excepting rates of pay) shall be in full force and effect for a period of one (1) year from the date of execution thereof, and shall be considered as renewed for successive periods of one (1) year thereafter unless thirty (30) days prior to the date of expiration in any year notice is given in writing by one party to the other stating that it desires the termination of this agreement.

Shop Committee of the Metal and  
Machinery Workers Industrial  
Union No. 440 of the Industrial  
Workers of the World.

For the Company

AMERICAN STOVE COMPANY  
New Process-Reliable Division

Buell Witt

By Hy. Moeker

Lou Dolsak

Joseph Ziegler

Mike Bush

Anthony Avsec

Arlie Noffsinger

John Hynes

Elmer Fischer

Gilbert Miller

George Dobrich