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Maytag

AGREEMENT

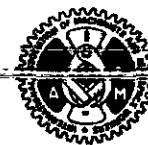
BETWEEN

Herrin Laundry Products

And

**International Association of
Machinists and Aerospace Workers**

District 111 and affiliated Lodge 554



June 13, 2005-June 12, 2009



Maytag Herrin Laundry Products
Herrin, Illinois
June 13, 2005 to June 12, 2009

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AGREEMENT PREAMBLE

This Agreement is made and entered into this 13th day of June, 2005, by and between Maytag Herrin Laundry Products, Lyerla Drive, Herrin, Illinois, (hereinafter referred to as the "Employer"), and International Association of Machinists and Aerospace Workers, District 111 and affiliated Lodge 554 (hereinafter referred to as the "Union").

This Agreement between the Parties which became effective June 13, 2005, will remain in full force and effect until the end of the 12th day of June, 2009 at 11:59 p.m.

ARTICLE 1 PURPOSE

1.1 It is the intent and purpose of the Parties to this Agreement to set forth herein the basic conditions of employment as agreed to by the Employer and the Union; to establish a harmonious relationship between the employer and its employees who are subject hereto; to promote and improve that relationship and the industrial and economic conditions of both; to specify the relative rights and privileges of the Parties together with operating and working conditions; and to establish prompt and equitable means for the settlement of grievances which may arise under the terms of this Agreement.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agency with respect to wages, hours and other conditions of employment for all productive and non-productive employees who are employed at Maytag Herrin Laundry Products, Lyerla Drive, Herrin, Illinois, and any subsequent plant or plants established within a twenty five (25) mile radius of Herrin, Illinois -- but EXCLUDING confidential employees; executives; office employees; clerical employees; factory and service clerks; employees of the engineering and time study departments; timekeepers and checkers; first aid or medical employees; technicians; security guards; supervisors who have the authority to hire, promote, discharge, discipline, or effectively recommend such action; assistant supervisors; and all supervisors as defined in the Labor Management Relations Act of 1947, as amended, as well as any other employees who are at any time excluded by law or a decision of an authorized governmental agency, provided, that any individual employee or group of employees shall have the right at any time to

present grievances to the Employer and to have such grievances adjusted in conformity with the provisions of the Labor Management Relations Act of 1947, as amended, provided further, that the procedure in presenting such grievances will not be inconsistent with the recognized practice of handling grievances as defined in this Agreement.

ARTICLE 3 UNION SHOP

3.1 Any employee who is a member of the Union in good standing on the effective date of this Agreement shall maintain membership in the Union as a condition of employment to the extent of paying membership dues uniformly levied against all Union members. Such employee may have membership dues deducted from the employee's earnings by signing an Authorization for Check-off of Dues, or, if no such Authorization is in effect, the employee must pay membership dues directly to the Union. Initiation, or reinstatement fees must be paid directly to the Union.

3.2 Any employee hired on or after the effective date of this Agreement shall become a member of the Union after ninety (90) days of employment, and shall maintain Union membership as a condition of employment for the duration of this Agreement to the extent of paying membership dues uniformly levied against all members.

3.3 The Union will give notice to the Employer in writing of any employee who it contends is not in good standing with the Union to the extent provided by law. The Employer will rely upon the information as furnished by the Union.

3.4 The Employer will furnish to the Union for distribution a minimum of **2,000** copies of the current Agreement between the Parties and will be **made available within one hundred and twenty (120) days**. Any additional copies required by either the Company or the Union will be provided at their own expense.

ARTICLE 4 CHECK OFF

4.1 The Employer will deduct once each month during the life of this Agreement, or for a period not to exceed any limitations established by law, local Union dues and Initiation Fees (from the first pay period after completion of the employee's probationary period) from those employees who individually sign an authorization which embodies a consent for the Employer to make such deductions from their pay. The amounts are to be uniformly levied against each employee as specified in writing by the Union to the Employer. Such authorization forms shall be provided by the Union and shall be in a lawful form.

4.2 In cases where an error or improper deduction is made and forwarded by the Employer to the Union, a proper adjustment of same will be made by the Union directly to the employee affected.

4.3 The Union shall indemnify the Employer and save it harmless against any and all claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article or in reliance on any information furnished to the Employer by the Union.

4.4 The Employer will provide the Secretary Treasurer of the Union with a list, in alphabetical order, of employees who have had Union dues deducted from their pay in accordance with Section 4.1 of the current Agreement. The Employer will also supply the Union with a list of those on the active payroll who did not pay Union dues during the same period.

ARTICLE 5 DISCRIMINATION

5.1 It is agreed that the Employer will not interfere with, restrain or coerce employees in the exercise of their legal rights granted under the Labor Management Relations Act of 1947, as amended.

5.2 The Employer will not in any way, directly or indirectly, interfere with or discriminate against any employee because of the employee's Union activities or because of any statement or information given in testimony or as a witness in the interest of the Union. The Union agrees that it will not solicit membership or otherwise engage in any Union activities upon the Employer's premises during working hours, except for committee meetings and affairs arising between the Union and the Employer that are provided for under the terms and provisions of this Agreement.

5.3 The Employer and the Union will not discriminate against any employee or applicant with regard to terms of the availability of employment or Union membership on the basis of race, sex, creed, national origin, disability, age, a qualified disabled veteran or a veteran of the Vietnam Era.

ARTICLE 6 REPRESENTATION

6.1 The employees of the Employer shall have the right to be represented by a Shop Committee of not more than five (5) members and by Department Stewards. All such Representatives at the time of such representation shall be active employees of the Employer with established seniority. The Employer will confer and meet with such representatives in accordance with the prescribed procedures as outlined in this Agreement.

6.2 The Employer will recognize such Shop Committee members and other Union Representatives as are referred to in this Agreement, provided they are certified in writing to the Employer by the Union.

6.3 Time lost in adjustment of grievances will be paid only in the following manner:

a. A Department Steward will be paid for time lost during regular working hours in adjusting grievances in accordance with the prescribed "Steps" of the Grievance Procedure, provided that lost time for such activities does not exceed in hours one-half (1.5) times the number of scheduled days worked in that Steward's department in that week. Any time in excess of the above specified time will be on the employee's own time and will not be paid by the Employer.

b. Time lost by the Shop Committee Members in settling grievances in accordance with the prescribed "Steps" of the Grievance Procedure will be paid by the Employer, provided that such time lost does not exceed six (6) hours, inclusive of grievance meetings, during any one work week for each member of the Shop Committee attending the meeting. Any time involved in excess of six (6) hours in any one week shall be on the Employee's own time and will not be paid by the Employer. Time lost as herein above specified by Stewards and Shop Committee Members will be paid on the basis of the Employee's "Hourly Day Rate" for those employees who are classified as non-Incentive employees and "Hourly Day Rate" plus the maximum percentage for those employees assigned to incentive classifications. The Employer in no case will pay for any lost time or will it reimburse any Union Representative for time spent on grievances outside of such Representative's regular working hours.

c. The Employer will pay the wages of the Union Shop Committee for time spent in negotiations prior to the expiration of the Agreement. All pay for such time will be at straight time, regardless of any overtime provisions in this Agreement.

d. When employees are requested by the Employer to be present at grievance meetings with the Employer during their regular shift hours, either as the aggrieved, or as witnesses to a grievance, time lost from their regular job in such meetings will be paid by the Employer at the employee's average per hour earnings for incentive employees and "Hourly Day Rate" for non-incentive employees. The time allowed will not exceed one (1) hour per meeting.

6.4 a. Permission shall be given to the Steward or to members of the Shop Committee to leave their jobs for the purpose of participating in the Grievance Procedure within their functions as outlined in such Procedure.

b. Any Union Steward, when required to participate in a grievance during working hours, shall first obtain from the Department Supervisor an "Authorization to Leave" Slip and shall notify that Supervisor upon leaving and returning to the job.

6.5 Shop Committee Members required under the Grievance Procedure to enter another department must inform the Supervisor of the Department which they enter of the reason for their presence and must present an "Authorization to Leave" Slip signed by their Supervisor or other designated Employer Representative.

6.6 There may be one Steward for each department except in those departments which have more than one shift-in such case, there may be one Steward for each shift. Small departments will combine for the purpose of Steward representation. The Steward's jurisdiction, or area of representation, is shown on a "Chart" compiled for that purpose. Except as shown otherwise on the "Chart", the total number of Stewards in the plant shall not exceed the total number of Department Supervisors. The Employer will furnish a "Chart" to the Union showing the number of Supervisors and their area of responsibility each three (3) months. Likewise, the Union will furnish to the Employer, once each quarter, a "Chart" showing the number of Stewards and their areas of responsibility.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 For the purpose of this Agreement, the term "grievance" will mean any dispute between the Employer and the Union, or between the Employer and any employee, concerning the effect, interpretation, application, claim of breach or violation of this Agreement. The Employer will not be required to consider or adjust any grievance during the term of this Agreement unless the employee(s) remain at work pending the adjustment of the grievance in accordance with the provisions of this Agreement.

7.2 A grievance shall be settled in accordance with the following procedure:

Step 1. The grievance shall be taken up orally by the Steward, Committeeperson, and/or the aggrieved employee with the Department Supervisor within two (2) working days after the grievance occurs. The Supervisor shall give an oral answer, within two (2) working days to the Steward, Committeeperson, and/or the aggrieved employee. If no satisfactory settlement is reached between the Steward, Committeeperson,

and/or the aggrieved employee and the Department Supervisor, then the grievance will be reduced to writing by the Union and the Department Manager shall give a written answer within two (2) working days to the Shop Committee Chairperson. The Union may appeal the grievance no later than two (2) working days after the receipt of the answer from the Department Manager.

Step 2. Upon receipt of the grievance the Shop Committee shall make an investigation and promptly present such grievance to the Manager of Human Resources. A meeting between the Department Head and Steward where the grievance exists, and the Manager of Human Resources and the Shop Committee, shall be held each Monday at 1:30 p.m. The Manager of Human Resources will answer the grievance within two (2) working days after the close of the meeting. If no satisfactory settlement of the grievance is reached in Step 2 of the procedure, and the Union desires to appeal the grievance to the next Step of the procedure, it shall process the appeal promptly, but no later than two (2) working days after receipt of the answer in Step 2. This appeal shall be made to the Director of Human Resources by the Shop Chairperson and shall state, in writing, the reason why the answer in Step 2 is not satisfactory.

Step 3. The Shop Committee shall call in the Business Representative of the Union who shall meet with the Director of Human Resources and the Shop Committee, with such additional representatives or witnesses as either party may require. Such grievance shall be taken up at the next Third Step meeting following the appeal to the Director of Human Resources. Within three (3) working days after the close of the meeting, the Director of Human Resources will mail the written answer to the Grand Lodge Representative or the Business Representative. Regular meetings shall be held between the Director of Human Resources and the Shop Committee and their Business Representative on the second and fourth Wednesdays, starting at 1:30 p.m., each month, except when there are more than twenty (20) grievances pending in this Step, then the meeting will be held every Wednesday until the unresolved grievances fall below that level, for the purpose of resolving grievances that may be pending or discussing complaints, or problems arising in the plant.

Step 4. In the event the grievance is not settled in the previous "Steps", either the Employer or the Union may submit the grievance to Arbitration. However, in the absence of a written request for Arbitration within twenty (20) calendar days after receipt by the Union of the Third Step answer, the grievance shall be settled in accordance with the Employer's answer and may not be submitted to Arbitration. Upon written request from the Union during this twenty (20) day period, additional time in which to request Arbitration may be agreed upon by the Parties. In no event will this additional time exceed ten (10) calendar days

7.3 Nothing contained herein shall prevent Employees from exercising their rights under Section 9 (A) of the Labor Management Relations Act of 1947, as amended.

7.4 Grievances shall be reduced to writing by the Union or the employee involved and shall contain a statement setting forth the nature of the grievance and the violation claimed. Copies of such written grievances will then be processed in the following manner:

a. Two (2) copies shall be presented to the proper Employer Representative as specified in the Grievance Procedure, and two (2) copies will be retained by the Union. The replies or disposition of the grievance shall be reduced to writing.

b. If it is necessary to refer an unsettled grievance to a subsequent "Step" in the Grievance Procedure, the Employer will forward its two (2) copies and the Union will forward its two (2) copies without delay to their respective Representative(s) as specified in the various "Steps" of the Grievance Procedure.

7.5 Failure of the employee or the Union to proceed within any time limit set forth in the Procedure hereinbefore stated shall constitute a waiver of the grievance. Failure of the Employer to act within the time limit set forth in any "Step" shall entitle the employee or the Union to proceed to the next "Step". In a particular case the time limit specified in "Step 2" or "Step 3" of the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

7.6 Any grievance affecting the wages of an employee must be submitted to the Employer in writing. Any payment to the employee named in the grievance shall be retroactive only to the date of the receipt of such grievance by the Employer, unless the circumstances of the case make it impossible for the employee or for the Union, as the case may be, to know that the employee or the Union has grounds for such a claim prior to that date, - in which case the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing. (This does not apply in the case of a mathematical error in computing an employee's earnings; in such case an adjustment will be made without the requirement of a written grievance.)

7.7 Upon settlement of any written grievance, the Parties hereto, through their designated Representatives, will sign the settlement. The authorized Representatives of the Union and the Employer must sign all settled grievances before the settlement becomes final and binding, unless such grievance is settled as defined in 7.5 hereof. In the event of a monetary settlement, the Employer will make payment no later than the second regular payday following settlement.

ARTICLE 8 ARBITRATION

8.1 In the event the Union or the Employer submits a grievance to Arbitration, the Arbitrator shall be selected according to, and shall be governed by the following procedure:

The Federal Mediation and Conciliation Service shall be requested to submit the names of seven (7) qualified Arbitrators from which the Union and the Employer shall alternately strike a name until one (1) name is left, the remaining one to be the Arbitrator. The Parties shall meet within one (1) week after the list is received to select an Arbitrator. The Parties shall draw lots for the first deletion. If either Party refuses to select an Arbitrator from the seven (7) Arbitrator list, an additional list shall be ordered.

8.2 The Arbitrator shall have the authority to settle any disagreements concerning the interpretations or applications of the terms of this Agreement, but shall have no authority to add to, subtract from, or modify any of the terms of this Agreement, or to establish any conditions not contained in this Agreement.

8.3 All expenses including the fee to secure a panel of Arbitrators and fees of the Arbitrator and the Court Reporter, if requested by either Party, shall be shared jointly by the Employer and by the Union. Expenses of witnesses and other expenses incurred by the individual Party shall be paid by that Party incurring such expenses.

8.4 Any decision made in conformance with this Arbitration Procedure shall be accepted by both the Employer and Union, shall be final and binding on both Parties and shall be complied with within five (5) working days after the decision is rendered. It is the intent of the Parties to this Agreement that the Grievance Procedure hereinbefore outlined shall serve as means for peaceful settlement of all disputes that may arise between them.

8.5 The Grievance Procedure and Arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the Parties of any and all grievances as defined herein, and the Grievance Procedure and Arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the Parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

ARTICLE 9 HOURS OF WORK

9.1 Regular plant or department shift hours are shown on a "Schedule of Work Hours" and will continue until changed by written notice. The Employer will notify the Union by written notice, one (1) copy to the Business Representative and one (1) copy to the Chairperson of the Shop Committee, twenty four (24) hours prior to any change in the starting time of the regular shift hours shown on the "Schedule of Work Hours". This written notice is not required for notification of overtime. The regular workweek will begin as shown on the "Schedule of Work Hours".

9.2 When the Employer determines there is a need to schedule employees to work on a three (3) shift basis and there is a limitation of equipment or facilities, those employees may be scheduled to work a straight eight (8) hour shift with a twenty (20) minute lunch period paid at the individual's "Hourly Day Rate".

ARTICLE 10 OVERTIME

10.1 Except as otherwise provided in this Article or Letter of Understanding #4, overtime payments will be made on the following basis:

a. Work performed by an employee in excess of eight (8) hours in any twenty four (24) hour period, (except whenever eight (8) hours in a twenty four (24) hour period is exceeded as a result of a voluntary change of shifts or shift hours) or on the employee's designated Saturday will be considered overtime work and will be paid at the overtime rate of one and one half (1.5) times the employee's "regular rate of pay".

b. All hours worked in excess of forty-eight (48) in any workweek will be paid at the overtime rate of two (2) times the employee's regular rate of pay, subject to Section 10.1(a).

c. Any hours worked prior to or after an employee's regular shift hours will be paid at the applicable overtime rate provided such employee works the hours scheduled by the Employer subject to all the other provisions of this Article.

10.2 a. All work performed by employees on their designated Sunday will be considered overtime and will be paid at the overtime rate of two (2) times the employee's "regular rate of pay".

b. All work performed by employees at any time on their designated holiday, as defined in Article 14, up to and including eight (8) hours will be paid at the rate of two (2) times the employee's "regular rate of pay".

c. All work performed by employees at any time on their designated holiday, as defined in Article 14, in excess of eight (8) hours will be paid at the rate of two (2) times the employee's "regular rate of pay".

10.3 As used in this Agreement, the term employee's "regular rate of pay" shall mean the employee's straight time earnings for the week in which the overtime is worked, divided by the total number of hours worked during such week. As used in this Agreement, the "Hourly Day Rate" shall mean the day rate applicable to the classification of work to which the employee is assigned as shown on the "Schedule of Job Classifications and Hourly Day Rates".

10.4 EXCEPTIONS:

a. Exceptions to this Article will apply to employees working on continuous operations who may be required to work on Saturdays and/or Sundays, but will then be scheduled for two (2) off-duty days during the employee's scheduled work week. The scheduled work hours, work days, and work week for the employees assigned to continuous operations will be shown on schedules which will be posted or distributed to the employees involved. An overtime rate of one and one-half (1.5) times the employee's "regular rate of pay" will be paid for all work performed in excess of eight (8) hours in such employee's scheduled work day and for all work performed on the sixth day of the employee's scheduled work week. Work performed by such employee on any holidays designated in Article 14.2, or the seventh day of the employee's scheduled work week shall be paid at the overtime rate of two (2) times the employee's "regular rate of pay".

b. Exceptions to this Article will also apply to the scheduling of employees to attend meetings and/or training sessions outside their regularly scheduled work hours and/or on designated days off. In such cases, employee(s) will be scheduled to attend based on the specific needs of the Employer and irrespective of seniority. This in no way allows employee(s) involved in the meetings and/or training sessions to perform any Bargaining Unit work in or out of their assigned classification(s).

Employees scheduled to attend meetings and/or training sessions beyond their normal shift hours will be paid the applicable overtime rate for all hours involved. Employees scheduled to attend meetings and/or training sessions on their designated days off will be paid the applicable overtime rate of pay.

10.5 The Union recognizes that the Employer's operations are of a nature which, at times, requires overtime work. Employees will cooperate with the Employer and work overtime as required, subject to other provisions of this Article. Any concerted refusal to work overtime will be regarded as a violation of Article 24 of this Agreement.

10.6 a. Overtime before or after a regular shift on a weekday will be worked by the employee(s) regularly working on the job, as long as the regular shift is connected to the period of overtime. If such employee(s) do not work, qualified replacements will be selected by seniority within the classification and department and on the shift.

b. (1) In the event the Company posts a mandatory Saturday for an entire department and such Saturday work cannot be completed and less than a full department is needed to work on Sunday, overtime will be offered to qualified employees by seniority in the classification, in the department and on the shift.

(2) In any event where less than a full department is needed for Saturday or Sunday overtime, it will be offered to qualified employees by seniority in the classification, in the department and on the shift. If any such work in the classification cannot be completed on Saturday, the Sunday overtime will be offered to the employee(s) who performed the work on Saturday.

(3) All work performed on Holiday(s) will be offered to qualified employees in seniority order, in the classification, in the department and on the shift. Any overtime that may be required on a Holiday(s) will be offered to qualified employees working on the job who accepted the Holiday shift subject to Article 14.3.

Exceptions to the above provisions will be Section 10.7 of this Article.

(4) Skilled and Semi-Skilled Trades employees who perform work on a Saturday and the job could not be completed on Saturday, the Sunday overtime will be offered to the employees who performed the work on the Saturday.

For the purpose of these Sections, coverage of a department by Semi-Skilled or Skilled Trades will not be defined as a "job".

c. For purposes of this Article, the word "qualified" means the ability to perform the required work as demonstrated by having satisfactorily performed that same work.

10.7 Subject to the provisions of Article 10, Inspectors and Lift Truck Operators will work overtime in the department to which they are normally assigned, including Saturdays, Sundays and Holidays. When less than the full number of such employees is required to work overtime, the work will be assigned to the senior qualified employee who has the most operations working. This in no way prevents an Inspector or Lift Truck Operator from being assigned responsibilities in more than one department.

10.8 a. Employees shall be notified at least two (2) hours in advance of daily overtime and by the end of the shift prior to the shift before Saturday, Sunday or Holiday overtime. Such notification will be posted on the bulletin board. When less notice is given, employees will not be assessed absentee points for overtime refused. In emergency situations, when these notice requirements are not possible, Employees will be expected to cooperate with the Employer and work the necessary overtime.

b. For purposes of this Agreement, emergency is defined as a condition which presents imminent risk of production loss of a department or the plant.

c. In order to be considered eligible for weekend overtime, employees absent during the required notification period must advise their immediate supervisor prior to the end of the first break period of the day before the scheduled overtime.

10.9 When a full shift of work is not available within a classification, employees accepting the overtime work will be obligated to accept other assignments, subject to Articles 17.6 and 18.14(b) of this Agreement.

10.10 Except in cases of emergency or during plant shutdown, the following limitations are applicable:

- (1) No employee will be required to work more than six (6) consecutive days in a week.
- (2) No employee will be required to work more than ten (10) hours in a day. **(Except when assigned to Alternative Work Schedules or Continuous Operations)**
- (3) No employee will be required to work more than two (2) consecutive Saturdays. **(Except when assigned to Alternative Work Schedules or Continuous Operations)**

10.11 When two or more types of overtime compensation are applicable to the same hours of work, only one will be paid. In no case will there be a duplication or pyramiding of daily and weekly overtime or any other overtime compensation.

ARTICLE 11 REPORT PAY

11.1 Employees who properly report for work at the beginning of their regular shift, unless notified in advance not to report, will receive at least four (4) hours work, or four (4) hours pay if no work is provided at the employee's applicable "Downtime Rate" for Incentive employees, and "Hourly Day Rate" for non-Incentive employees. An employee who does not accept available work when offered shall not be entitled to payment

for reporting. The Employer shall not be required to provide work or pay under this Article in case of shutdown or other conditions beyond the control of the Employer, such as Acts of God. This Article confers no right for claims in case an employee is discharged for cause, or is suspended, or quits. Failure on the part of any employees to keep the Employer informed of their correct address and telephone number relieves the Employer of responsibility for any notification specified within this Agreement.

11.2 When an employee has not been working because of illness, leave of absence, or any cause other than lay-off because of lack of work, it shall be the responsibility of the Employee to arrange with the Employer for return to work not less than one (1) regular working day prior to the time of the intended return. Unless such arrangements have been made, the employee will not be entitled to pay for reporting as provided in this Section.

ARTICLE 12 CALL-IN-PAY

12.1 Any employee who has left the plant and is called back to work at any other than the regular shift time will be assigned to a minimum of four (4) hours work. The applicable overtime rate will be paid for such work. However, if the time worked on such special call immediately precedes the employee's scheduled shift time, the employee will be paid such overtime rate only for the time actually worked before the start of the regular shift and will be assigned to a minimum of four (4) hours work on the regular shift.

ARTICLE 13 ATTENDANCE

13.1 Regular attendance is expected of every employee. When an employee must be absent from work for any length of time and for any reason, it is expected that the employee will report such absence and present a reasonable excuse, acceptable to the Employer, upon return to work. Absences will normally be reported to the Human Resources Office, or the Guard or Emergency Medical Technician (E.M.T.) on duty. In unusual circumstances, the report may be made to the employee's Supervisor.

13.2 There are three types of absences. For the purposes of administration and corrective action, occurrences of absenteeism will be handled in the following manner:

A. EXCUSED ABSENCES

This category includes approved jury duty, approved military leave, approved bereavement days, reported occupational injury or illness, Union activity, verified, mandatory court appearance (due to no fault

of the employee), reported absences excused by Human Resources, follow-up visits to treating physician(s) for work related injuries or illness, absences properly applied for and covered by the Family and Medical Leave Act (FMLA).

The procedures for properly applying for Medical, Jury Duty, Military, Bereavement and F.M.L.A. are set forth in separate Sections of this Agreement.

Zero (0) points will be deducted for these absences.

B. REPORTED CASUAL ABSENCES

These absences require notification prior to the start of the employee's shift to the Human Resources Office, Emergency Medical Technician (E.M.T.), Guard, or Supervisor. The Employer will provide a call-in recording system.

This category includes personal sickness and sickness in the immediate family not covered by F.M.L.A. This category also includes all other reported absences, reported tardies, and leaving work prior to completing a regularly scheduled shift (leave early) when the employee has notified the supervisor prior to leaving.

One (1) point will be deducted for each incident of casual absence. An incident is defined as each day of reported absence, leaves of absence not covered by FMLA, each reported tardy, or each leave early. Absences continuing beyond one (1) week because of reported personal illness must be an approved Leave of Absence.

Two (2) or more consecutive days of reported absence for personal sickness or sickness in the immediate family will be combined for (1) point per incident when medical verification has been provided within two (2) weeks of the occurrence.

C. UNREPORTED CASUAL ABSENCES

These are absences that are not reported until after the start of the employee's shift or are not reported at all.

This category includes unreported personal sickness and sickness in the immediate family not covered by F.M.L.A. This category also includes all other unreported absences, unreported tardies, and other unreported absences without an excuse acceptable to the Employer.

Two (2) points will be deducted for each incident of unreported absence. An incident is defined as each day of absence or each tardy.

- 13.3 Since the purpose of any attendance policy is to encourage regular and punctual attendance on the job, and since employees with poor attendance affect the earnings of fellow employees and the total operation of the plant, the following corrective action program will be applied:

- A. **As of June 13, 2005, each new employee and current employees with a balance below six (6) points will be credited up to six (6) points to an attendance account.**
Points will be deducted from an employee's account for those reasons and in those amounts defined in Article 13.2 A., B. and C.
- B. **When an employee's account is reduced to four (4) points, the employee will be issued a First Written Warning.**
- C. **When an employee's account is reduced to two (2) points, the employee will be issued a Final Written Warning.**
- D. **When an employee's account is reduced to zero (0) points, the employee will be discharged for excessive absenteeism.**
- E. **Employees will have the opportunity to have points credited to their attendance account through regular attendance. Employees will cease to accumulate attendance credits when their account reaches a maximum of twenty-four (24) points. Employees will have one (1) point credited to their attendance account for every sixty (60) consecutive calendar days in which they work all scheduled hours. Employees will not receive credit under this provision when they are absent due to Leave of Absences including FMLA**
- F. **Employees with a balance of 20 points or higher will be able to utilize up to (4) four days of vacation on a call-in or leave early basis during the vacation year.**
- 13.4 **Walking off the job - Quit without notice. This includes an employee who leaves work prior to the end of their scheduled shift without notifying their supervisor. The Employer will notify the Shop Committee Chairperson within a maximum of two (2) working days.**
- 13.5. **Two (2) consecutive days of No Report Absences Quit without notice. The Employer will arrange for a Shop Committee Member to be present with such employee provided the employee reports for work at a later date.**
- 13.6 **If any employees feel that they were unjustly discharged or disciplined under this procedure, they may request that their case be reviewed through the channels set forth in the Grievance Procedure.**
- 13.7 **Absenteeism during properly notified overtime hours, as defined in Article 10.5, will be treated in accordance with this Article. No employee will be assigned points for refusing overtime if the Employer is able to fill its overtime needs in accordance with Article 10.6.**

ARTICLE 14 HOLIDAYS

14.1 It is the intent of the Employer to permit observance of specified holidays with pay to qualified employees. For purposes of this Agreement, a holiday is defined as a twenty four (24) hour period beginning with the established starting time of an employee's regular shift.

14.2 Qualified non-incentive employees will receive eight (8) hours pay at their "Individual Hourly Day Rate", exclusive of shift and overtime premiums, and qualified incentive employees will receive eight (8) hours pay based on their average straight time hourly rate, exclusive of overtime and shift premiums, for the following holidays:

New Years Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran's Day - To be observed:
Friday, November 11, 2005
Friday, November 10, 2006
Monday, November 12, 2007
Monday, November 10, 2008

Thanksgiving Day
The Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

provided the employee meets the eligibility requirements as next contained herein:

a. The employee has completed the probationary period and has seniority with the Employer on the day of the holiday.

b. The employee must have worked the designated hours during the last regularly scheduled work day prior to and the next regularly scheduled work day after the holiday. Absence from work on the last regularly scheduled work day before the designated holiday will not disqualify an otherwise eligible employee when such absence is due to:

- (1) A lay off, vacation or excused absence not exceeding thirty (30) calendar days; or
- (2) Absence for any or all of the designated hours during the last regularly scheduled work day prior to and the next regularly scheduled work day after the holiday, if approved in advance by the employee's immediate supervisor, or the Human Resources Department, or upon presentation of an excuse acceptable to the Human Resources Department for the absence for any or all of the hours on either of these days.

(3) An absence due to natural disasters and weather emergencies defined as earthquakes, fires, floods, tornadoes, and snow accumulations that result in official state advisory to abstain from travel in the area from an employee's residence to work.

14.3 In addition to holiday pay as defined in Article 14.2, an employee who is qualified for pay for holidays not worked and who is required to work on any of the above listed holidays will be paid in accordance with the provisions of Article 10.2; however, in no case will holiday pay and overtime pay together exceed three (3) times an employee's "regular rate of pay".

14.4 Any employee who has voluntarily accepted an assignment to work on a holiday and who fails to report for work without satisfactory notification to the Employer prior to the holiday shall not receive holiday pay.

14.5 In case an employee who is not qualified for pay for holidays not worked or any employee who is regularly assigned to continuous operations is required to work on one of the designated holidays, the employee shall be paid in accordance with the provisions set forth in Article 10, of this Agreement.

14.6 Should any of the holidays listed above occur on a Sunday, the following Monday will be recognized as the holiday for the purpose of applying holiday rate of pay. If a holiday falls on a Saturday, it will be observed on the preceding Friday. State regulations will determine the day of the week on which holidays will be observed.

ARTICLE 15 SHIFT PREMIUMS

15.1 Regular shift hours are shown on the "Schedule of Work Hours" in Appendix "E".

15.2 Any shift with an established starting time between the hours of 4:00 A.M. and 12:00 Noon will be designated as the "Day Shift".

15.3 Any shift with an established starting time between the hours of 12:00 Noon and 8:00 P.M. will be designated as the "Afternoon Shift".

15.4 Employees assigned to an established "Afternoon Shift" will be paid a shift premium of **eleven cents (\$.11)** per hour for work performed on such shift.

15.5 Any shift with an established starting time between the hours of 8:00 P.M. and 4:00 A.M. will be designated as the "Night Shift".

15.6 Employees assigned to an established "Night Shift" will be paid a shift premium of **thirteen cents (\$.13)** per hour for work performed on such shift.

ARTICLE 16 VACATIONS

16.1 a. It is understood that the purpose of vacations with pay is to provide periods of rest, recreation, and healthful change without loss of pay to employees who have been regularly employed by the Employer for a period of one (1) year or longer.

b. Any employee who has acquired one (1) year or more seniority during the established "VACATION ELIGIBILITY PERIOD" will be eligible for a vacation in accordance with the procedure and schedules next herein defined.

16.2 a. The established "VACATION ELIGIBILITY PERIOD" (period during which an employee must qualify for "Vacation Pay") will be between June 1, and October 31, inclusive.

b. The "Vacation Pay" (amount of money which every eligible employee will receive) will be computed on the basis of the applicable percentage of such employee's "wages" received during the period of one (1) year immediately preceding June 1, of the year in which the vacation is due. "Wages" for the purposes of this Article, shall be defined as the employee's gross earnings received during the one (1) year period immediately preceding June 1, of the year in which the vacation is due.

Seniority Prior to October 31 of the Year In Which the

Vacation is Due:

Time Off

Vacation Pay

1 year to less than 5 years	2 weeks	3 %
5 years to less than 10 years	2 weeks	5%
10 years to less than 15 years	3 weeks	6 1/8%
15 years to less than 20 years	3 weeks	7 1/4%
20 years to less than 25 years	4 weeks	9 %
25 years or more	4 weeks	10%

c. For the length of this Agreement, a bonus of twenty dollars (\$20) per week of earned vacation will be paid concurrent with vacation pay to employees eligible for vacation pay.

16.3 Any employee who has otherwise qualified for a vacation with pay but who is not on the active payroll during the established "VACATION ELIGIBILITY PERIOD" because of layoff, retirement, illness, or drafted or enlisted in the regular military service of the United States, and who has received an approved "Leave of Absence" from the Employer, in writing, will be entitled to receive "VACATION PAY" based on the applicable percentage of such employee's wages received during the one (1) year period immediately preceding June 1, for the year in which the vacation is due.

16.4 In the event of death prior to the "Vacation Eligibility Period" of an employee who otherwise would have qualified for and been entitled to vacation with pay, the Employer will pay to the employee's proper beneficiary the amount of "Vacation Pay" due, based on the applicable percentage of such employee's wages received during the one (1) year period immediately preceding June 1, of the year in which the vacation is due. Payment under this Section will be paid on the next regular payday, subsequent to the death of the employee.

16.5 In the event an employee who was entitled to a vacation is separated from employment after May 31, without having received the vacation, such employee will be entitled to "Vacation Pay" based on the applicable percentage of such employee's wages during the one (1) year immediately preceding June 1, of the year in which the vacation is due.

16.6 Any employee whose employment is terminated for any reason prior to June 1, shall be eligible for prorated "Vacation Pay" based upon their seniority on the date of their termination.

16.7 a. In order to insure proper operation of the plant, the right to designate time off for vacations is reserved by the Employer. The vacation periods shall be as follows:

<u>Year</u>	<u>SUMMER PERIOD</u>	<u>WINTER PERIOD</u>
2005	June 13 - August 22, 2005	December 19 - January 12, 2006
2006	June 12 - August 21, 2006	December 18 - January 8, 2007
2007	June 11 - August 20, 2007	December 17 - January 7, 2008
2008	June 9 - August 18, 2008	December 22 - January 5, 2009

No more than one week of vacation will be scheduled by the Employer during the Winter Period. No more than two (2) weeks vacation will be scheduled by the Employer during the Summer Period.

b. Notwithstanding the provisions of 16.7 a. above, employees entitled to more than two (2) weeks of vacation may request to take their third (3rd) and/or fourth (4th) week of vacation at a time other than the winter vacation period. This request must be made in the Human Resources office prior to May 1st of each year. Consideration will be given to the preferences of senior employees insofar as practicable in order to not interfere with the efficient operation of the plant and customer need.

c. All vacations must be taken between June 1st and the following May 31st.

d. Pay in lieu of time off may be granted in situations where time off would seriously curtail operations. Such action must be initiated only by the Employer and must be agreeable to the employee.

e. No time off will be recognized as a vacation unless previously authorized as such by the Employer.

16.8 In the event an employee(s) is required to work during the regular vacation period(s), or if the Employer elects not to close the Plant for vacations, such employee(s) will take a vacation at some period prior to May 31, of that vacation year.

Employees affected by the notice that we will not have a two (2) week summer vacation shutdown will have a two (2) week period, following the posting, in which to request a time to take their vacation. Vacations will be scheduled by seniority within the classification in the department, insofar as practical in order to not interfere with the efficient operation of the plant and customer needs. Once scheduled, vacation periods can only be changed by mutual agreement of the Employer and the employee. Vacations scheduled outside of the two (2) week vacation scheduling period will be on a first request basis and once approved, will not be changed unless mutually agreed by the Employer and the employee. The Employer will provide a Vacation Request Form to be filled out in triplicate: one (1) copy to the Employer, one (1) copy to the Shop Committee, and one (1) copy for the employee.

16.9 Employees will receive their vacation pay in full on the last payday preceding the Summer Vacation Period, or, in the case of split vacations, vacation pay will be paid proportionately on the payday preceding the week(s) of vacation, if requested. Terminated employees will receive their vacation pay on the next regular payday subsequent to such termination, subject to the provisions of 16.5.

16.10 In the event the Employer decides to close the Plant for vacations, notification of the vacation period will be given the employees sixty (60) days in advance of the plant closing. No change may be made in the vacation period once the employees are notified, unless mutually agreed to by the Employer and the Union. In the event the Employer decides not to close the Plant for vacations, notification will be made sixty (60) days prior to the beginning of the vacation window period in that vacation year.

16.11 If a holiday falls within an employee's vacation, such employee will receive an additional day of vacation. The Company reserves the right to designate the additional day surrounding the vacation week.

16.12 Employees who have missed more than eight (8) weeks of work during the vacation year because of excused absences (as defined in ARTICLE 13) may consider that time as vacation time taken by notifying their supervisor and the Human Resources Department. Such employees will be paid vacation pay in accordance with 16.3.

16.13 Probationary employees will not be considered for general plant-wide shutdown work.

ARTICLE 17

WAGES

17.1 The "Hourly Day Rate" for the various classifications which shall be effective during the term of this Agreement are set forth in Appendix "D" annexed hereto and made a part hereof.

17.2 The regular payday will be Friday, *via direct bank deposit, effective January 1, 2008*. If the payday falls on a recognized holiday, or for some other reason it is impractical to make wage payments on Friday, the Employer will *deposit wages* on the day preceding the regular payday.

17.3 There will be no wage differential because of sex.

17.4 a. New employees may be hired at the Probationary Rate for their classification as shown in the "Schedule of Job Classifications and Hourly Day Rates".

b. New employees with previous experience hired for non-incentive job classifications may be hired at a rate commensurate with their experience between the Probationary Rate and the "Maximum Hourly Day Rate" for the job to which they are assigned.

c. If, during the probationary period, an employee fails to perform satisfactorily the required work, the Employer at its discretion may give the employee an opportunity to qualify for some other job, if a vacancy exists, or may terminate the employee.

17.5 a. New employees will be paid an "Hourly Day Rate" within the established rate range as shown in the "Schedule of Job Classifications and Hourly Day Rates" for the classification in which they are working. New employees will receive automatic progression increases as outlined in Appendix "D"

b. Skilled Trades employees, as defined in Article 20.5(b), will be paid an "Hourly Day Rate" within the established Rate Range, as shown in the "Schedule of Job Classifications and Hourly Day Rates" and will receive automatic progression increases as outlined in Appendix "D". Employees assigned to these Skilled Trades classifications, who have completed their probationary period, will be placed in the rate structure according to skill level and thereafter will progress to the top rate as outlined in Appendix "D".

17.6 If a non-incentive employee is required by the Employer to temporarily perform work out of classification, in a lower paid job classification, the employee will continue to receive the former "Hourly Day Rate" during the period of such temporary change. If the assignment is to a higher job classification the employee will be paid the corresponding wage progression step of the job classification to which assigned. This provision will not be used to circumvent the overtime opportunity of Skilled Trades employees.

17.7 Effective June 13, 2005, the Cost of Living Allowance will be increased fifty cents (\$.50) per hour to Four Dollars and Thirty-Nine Cents (\$4.39) per hour and will continue as an add on to wages during the life of this Agreement.

Effective June 13, 2006, the Cost of Living Allowance will be increased forty-five cents (\$.45) per hour to Four Dollars and Eighty-Four Cents (\$4.84) per hour and will continue as an add on to wages during the life of this Agreement.

Effective June 13, 2007, the Cost of Living Allowance will be increased forty-five cents (\$.45) per hour to Five Dollars and Twenty-Nine Cents (\$5.29) per hour and will continue as an add on to wages during the life of this Agreement.

Effective June 13, 2008, the Cost of Living Allowance will be increased forty cents (\$.40) per hour to Five Dollars and Sixty-Nine Cents (\$5.69) per hour and will continue as an add-on to wages during the life of this Agreement.

ARTICLE 18 INCENTIVE WAGE PLAN

18.1 On work where Piecework Prices are applicable, the Employer will establish such Piecework Prices, both Standard and Temporary, time study, or time estimates, based on historical data, so that an average operator, experienced on the class of work and on the operation when applying incentive effort, will have an earning opportunity of fifty percent (50%) above the "Hourly Day Rate".

18.2 When a non-incentive job is changed to incentive, an incentive "Hourly Day Rate" will be assigned to such a job, which will afford an incentive earning opportunity equivalent to or greater than the previous non incentive rate.

Prior to establishing a piecework price, the Industrial Engineer shall:

- (1) Insure that the operation is standardized.**
- (2) Insure that the circumstances and conditions at the time of the study are properly representative of those, which will exist in the future.**
- (3) Insure that the employee to be studied is an employee who regularly performs the operations; in the case of a new job, insure that the employee studied is properly trained in the method and is an employee who would normally perform the job after the Piecework Price has been set.**
- (4) Inform a Shop Committee person and employee to be studied, prior to beginning a study, that a study is to be taken.**

18.3 a. Incentive earnings on individual Piecework Prices shall be computed daily or at the end of the job, whichever occurs sooner, and in no case shall an employee's incentive earnings on Individual Piecework Prices on any day or on any job be affected by such employee's earnings on the previous day or on the previous job.

b. Incentive earnings on group Piecework Prices shall be computed daily and in no case shall an employee's incentive earnings on group Piecework Prices be affected by such employee's earnings on the previous day.

c. During the time study, the Industrial Engineer shall:

- (1) Record in sufficient detail on the appropriate observations sheet all the job circumstances and conditions pertaining to the operation so that the operation could, if necessary, be reconstituted in the future.
- (2) Prepare an elemental breakdown of the operation which details the method being employed at the time of the study including a sketch of the part and the work place, type of machine, fixture, material, tools and solvents.
- (3) In the elemental breakdown, clearly distinguish between manual controlled elements and machine or process controlled elements.
- (4) Use easily distinguishable elemental break off points with no consecutive elements of less than .05 minutes in duration, but intermittent elements of less than .05 minutes may be used.
- (5) Record all the observed times for cyclic, non-cyclic and foreign elements on the observation sheet, noting any unusual circumstances or occurrences which could have an effect on the results of the study.
- (6) Study a sufficient number of work cycles so as to insure that the resulting data will be statistically valid and reliable.
- (7) Rate the performance of the worker being studied for all manual controlled elements of the job. Before leaving the area, the Industrial Engineer must notify the worker being studied of the performance rating applied, the number of pieces completed during the study, and the total study time in minutes, if requested.
- (8) The Employer will furnish to the Union Shop Committee a copy of all new and revised time studies.

18.4 a. Standard Piecework Prices, once established, will not be changed except where there has been a significant change in product, method of production, speeds and feeds, material, tools, equipment, engineering, elements of operation or where there has been an accumulation of minor changes within a period of six (6) months and which have affected the rate of operation. Where there has been such a change or accumulation of minor changes, only those elements affected will be considered in the establishment of a new Price.

b. All Piecework Prices shall include appropriate allowances to compensate for non-productive time related to the satisfaction of personal needs, unavoidable delays, fatigue, and such other allowances as may be appropriate for the particular operation. Whenever an operation or job consists of machine or process controlled elements along with manual controlled elements, or a job consists of fully controlled machine or process controlled elements, then the machine or process controlled time shall be increased by no less than the incentive earning opportunity as spelled out in this Agreement.

In no case will the earnings opportunity on the changed price be reduced by an arbitrary lowering of the leveling factor from the previous time study.

No operation will be re-timed solely for the purpose of reducing employee earnings or because of a change in symbol (part) number. When a standard rate is changed, subject to the other provisions of this Article, the earning opportunity of the changed price must be at least 75% above base rate.

c. Such change or accumulation of changes which do not increase or decrease the rate of production more than five percent (5%) will not be considered of sufficient significance to be used as a basis for changed Standard Piecework Prices except that changes of less than five percent (5%) in any group occurring because of changes in manpower levels will result in a new Piecework Price which will take account of such change. Thus, the Piecework Price will be either increased or decreased by values of less than five percent (5%) to reflect changes in overall manning in groups.

d. Clerical or other demonstrable errors will be corrected as found and will not be subject to the five percent (5%) limitation on standards set and implemented prior to this Agreement. Clerical or demonstrable errors found on standards set and implemented during the term of this Agreement, will not be corrected unless such error(s) is found within twenty-four (24) months of implementation.

e. Whenever a Piecework Price is changed pursuant to the provisions of (a) above, only the element or elements affected shall be changed and the remainder of the elements will not be changed.

18.5 a. The Employer will notify a *Shop Committee person* when instituting new prices or changing a Standard Price. Upon request of *an agent of the Union* the Employer will make available for inspection the necessary information to justify a change in an established Standard Price.

b. After a Piecework Price has been applied, it shall be given a fair trial for a period of fifteen (15) days of operation of the job. The employee may request a re-check during this period of time. If, at the end of this period, it is believed that the price is incorrect the Union or the employee(s) may file a grievance, which will be taken up promptly

at Step 2 of the Grievance Procedure, and a representative of the Industrial Engineering Department will be present. If the results of the Second Step meeting are not satisfactory to the Union, the Union shall have the right to refer the matter to the subsequent steps of the Grievance Procedure up to and including Arbitration. If it is found upon review that the price as established is incorrect, a corrected price will be applied, retroactive to the date when the incorrect price was applied; however, the retroactivity shall be limited to no more than thirty (30) days prior to the receipt of the grievance by the employer.

18.6 Upon request the Employer will make available for inspection by the Department Steward, the Union Committee and/or Representative, a description of the elements of the job, the allowed time for each element and a breakdown of the allowances for the purpose of investigating a Piecework Price which is under protest. If the Piecework Price under protest is not a new job, then the related information from the previous study from which the rate was established will be made available.

18.7 An employee working on an incentive job for which no Piecework Price has been established shall be paid the "Hourly Day Rate" plus fifty percent (50%) until such Piecework Price is set.

18.8 When an incentive operator is working under an established Piecework Price and is unable to make the rate, for reasons beyond the operator's control, (or in the case of group incentive, for reasons beyond control of employees in the group) the operator will notify the Supervisor. The Supervisor will notify the Industrial Engineering Department, who will study the nonstandard conditions and establish a temporary Piecework Price to cover these conditions. When the Industrial Engineering Department is not contacted for a temporary Piecework Price, Section 18.7 of this Agreement will apply and the employee will be paid the "Hourly Day Rate" plus fifty percent (50%) until such conditions cease to exist.

18.9 In the event of a grievance in regard to any Piecework Price, the Union shall have the right to call in a Time Study Analyst in the Third Step of the Grievance Procedure, who shall be allowed to time study the job, or any changes in the job, in an effort to satisfactorily settle the grievance.

18.10 a. In the case of employees working on group incentive, the Employer will post a daily record of incentive earnings, including employee's name, clock number, production counts, downtime and "excess over standard", for the previous day's production. Where code numbers appear on earnings sheets for group incentive employees, a definition of the code numbers will be made available and posted.

b. When an employee's time is charged to a group for less than a full shift, the following procedure will be followed: The Supervisor from whose department the employee is being released will approve and sign the employee's work ticket for the time worked in the department.

The Supervisor of the department to which the employee is being assigned will approve and sign the employee's work ticket for the time the employee worked in the department.

18.11 Piecework Prices will be identified as "Temporary" or "Standard".

18.12 a. Temporary Prices may be applied by the Employer during periods of model changes, or when the job is operated intermittently or does not repeat frequently, or when insufficient time or abnormal conditions prevent the establishment or application of Standard Prices.

b. Temporary Prices may be applied until such time as the operation is being performed under normal conditions, with normal methods and by experienced operators; thereafter, Standard Prices will be applied as soon as possible but not later than thirty (30) working days of operation of the job.

18.13 In cases where short runs, infrequent runs, or other conditions develop which make it impractical to apply standard time study methods, a temporary Piecework Price will be applied; however, Standard Prices will be effective within a sixty (60) calendar day period.

18.14 a. Employees assigned to an incentive job will be paid on the basis of whichever is greater - either the Piecework Price or the "Hourly Day Rate" established for the job on which they are working, unless otherwise specified in this Agreement.

b. When an incentive employee is required to change jobs to another incentive job, the employee will be paid the rate applicable to the job to which assigned.

When an incentive employee is required to change jobs to a non-incentive job, in other than a "lack of work" situation, the employee will be paid the corresponding wage progression step of the job classification to which assigned.

When an incentive employee is required to change jobs due to "lack of work", to either an incentive or non-incentive job, the employee will be paid the rate applicable to the job to which assigned.

18.15 The applicable downtime rate will be paid to an employee for downtime not caused by the fault of the employee in excess of ten (10) minutes during any shift, provided that the employee affected records the time the operation ceased and notifies the Supervisor or other Employer designated representative that such lost time has occurred, provided further that the employee is required to remain at the regular work station, or accept work the Employer may designate. This provision applies to lost time necessitated by waiting for an assignment, waiting for material, machine breakdown, waiting for set up, and, except as otherwise provided in this Agreement, attending meetings when called by the Employer. Downtime rates for all incentive employees not covered in Section 18.19, regardless of classification, are as follows:

Effective June 13, 2005 -- \$9.00 plus cost of living

18.16 a. Group Piecework Prices will be based on the "Bottleneck" (longest) operation and the number of people required for a specific production level as determined by time study.

b. Whenever the group is rebalanced for a different production level, the revised Piecework Price will be based on the revised "Bottleneck" operation and the revised number of people required. When a change in line speed is made by the Industrial Engineer or the Department Supervisor such change will be made in the presence of the Department Steward or Committee Member. If a write up is changed, a *member of the Shop Committee* will be notified.

c. The Employer will make available for each Piecework Price:

- (1) The production level at fifty percent (50%) over "Hourly Day Rate".
- (2) The number of employees in the Group, including Utility Workers.
- (3) The identification of the "Bottleneck" operation.
- (4) The Piecework Price per Hundred Units.
- (5) The allowances included in the Piecework Price.

d. If other than the number of people specified in the Standard Piecework Price are used in the group with no change in the "Bottleneck" operation or the production level, an allowance equal to the "Bottleneck" time will be made for each person added.

e. Whenever Utility Workers participate in the earnings of an incentive group, an allowance equal to the "Bottleneck" time will be made for each Utility Worker.

18.17 a. When probationary employees are assigned to group incentive jobs, they will be paid on the following basis:

- 1st day - "Hourly Day Rate".
- 2nd day - "Hourly Day Rate" plus 25% of group incentive earnings.
- 3rd day - "Hourly Day Rate" plus 50% of group incentive earnings.
- 4th day - "Hourly Day Rate" plus 75% of group incentive earnings.
- 5th day - "Hourly Day Rate" plus 100% of group incentive earnings.

b. Probationary employees will be charged to the group on the following basis:

- 1st day - No charge to the group.
- 2nd day - 25% of "Hourly Day Rate".
- 3rd day - 50% of "Hourly Day Rate".
- 4th day - 75% of "Hourly Day Rate".
- 5th day - 100% of "Hourly Day Rate".

18.18 Assemblers and Final Assemblers who work in incentive groups that are controlled by moving slat or belt conveyors will not be assigned work elements with total standard times in excess of fifteen percent (15%) above the station time as determined by the prescribed line speed of the group.

18.19 Final Assemblers will work under the following incentive pay plan:

a. Incentive earnings are guaranteed for achievement of production potential according to the following schedule:

<u>% of Potential Units Achieved</u>	<u>% Earnings Above Rate</u>
Less than 93.9	50
94.0 - 95.9	51
96.0 - 97.9	54
98.0 - 99.9	57
100.0 - 101.9	60
102.0 - 103.9	63
104.0 - 105.9	66
106.0 - 107.9	69
108.0 +	70

b. Potential is equal to the number of work minutes available divided by the prescribed line speed (station time).

c. Daily unit counts are calculated according to serial plate count.

d. In order to receive guaranteed earnings above base, as illustrated above, employees must apply incentive effort.

e. Downtime will not apply to this plan. Idled employees, when reassigned by their Supervisor to non-incentive work, will be paid group earnings for that day. Such non-incentive work may include, but not be limited to, sweeping and cleaning, sorting and repairing parts, repairing machines, tearing down machines and/or parts. Idled employees reassigned to other incentive operations will receive actual earnings for that work.

18.20 All employees assigned to incentive classifications are guaranteed to receive earnings of at least fifty percent (50%) above base rate, plus cost-of-living, for any day of incentive work, as long as incentive effort is applied by the employee.

18.21 Notwithstanding the above, incentive employees in the Paint and Powder Paint Departments will be governed by the following:

- (1.) They will be guaranteed maximum and minimum incentive earnings of seventy-five percent (75%) over base rate.
- (2.) Measured Day Work will be implemented with engineered standards.
- (3.) No individual workstation will be balanced at more than one hundred fifteen percent (115%).
- (4.) The average balance for all workstations in the Paint and Powder Paint Departments will not exceed one hundred percent (100%).

18.22 It is the intent of the Employer when establishing new pay systems to maintain the earning opportunities, and pay rates of employees.

Prior to establishing a new pay system, the Employer will meet with the Union and provide pertinent materials requested regarding the reason for establishing a new pay system. The Employer agrees that all employees affected will be given the opportunity to examine and provide input into the proposed new pay system prior to a trial implementation period.

If the average pay is used in a new pay system then the pay of employees who are having a reduction from their hourly pay as provided in Appendix "D" will not be averaged into any computation of the department average.

Any new pay system will have a trial period of ninety (90) working days. If a longer trial period than ninety (90) working days is necessary, it must be agreed to by both the Union and the Employer.

At the end of this trial period if such pay system is agreeable to both parties it will be continued. If it is rejected by either party, the old pay system will be re-instated.

ARTICLE 19 SENIORITY

19.1 The term "seniority" whenever used in this Agreement is defined as length of service from the employee's last date of hire. Seniority for employees hired prior to the effective date of this Agreement will be determined by their present position on the seniority list. Seniority of employees hired on the same date, on and after the effective date of this Agreement will be determined by the last four digits of the employee's Social Security Number. The lowest number will designate the employee with the most seniority.

19.2 Seniority will be applied by departments and computed from the most recent date of employment of the employee, subject to the qualifications and modifications set forth in this Agreement.

19.3 An employee shall be regarded as a probationary employee for the first ninety (90) calendar days of employment with the Employer, during which period the Employer shall have the right to terminate employment for any reason whatsoever. There shall be no responsibility for the re-employment of probationary employees if they are discharged or laid off, and grievances will not be filed regarding termination of their employment.

19.4 Seniority of an employee will terminate if an employee:

- a. quits; or
- b. is discharged for just cause; or
- c. does not report for work when recalled; or
- d. is laid off for a period longer than eighteen (18) consecutive months. Employees with more than eighteen (18) months seniority will be terminated when their lay-off period equals their seniority.
- e. Employees on approved sick leave will continue to accumulate seniority for a period of eighteen (18) months and any leave approved beyond this period will be without accumulation of seniority. Any employee who is on a medical leave for more than sixty (60) consecutive months will have their seniority rights terminated.

19.5 As of the effective date of this Agreement any employee of the Employer in the Bargaining Unit covered by this Agreement who hereafter accepts a position outside of the Bargaining Unit shall be terminated in regard to seniority rights in the Bargaining Unit. However, in the event it is deemed necessary to return such employee to the Bargaining Unit, it must be done within six (6) months of the transfer to a Management job. This period shall be allowed for the purpose of affording such employee an opportunity to request a return to the Bargaining Unit. No seniority will accumulate while the employee is not in the Bargaining Unit.

19.6 The Employer will maintain a complete seniority list of all employees and furnish a copy quarterly to the Shop Committee.

ARTICLE 20 LAY-OFF AND RECALL

20.1 Seniority shall entitle an employee to preference over other employees in the same department with less seniority in case of lay-off and in recall after lay-off, provided the employee is qualified to do the work required. New employees will not be hired until employees are recalled who were laid off and who have seniority in the plant and are qualified to do the required work. An employee shall be obligated to accept available work for which qualified when it is offered in accordance with seniority.

20.2 a. If a department or operation is partially or completely eliminated or discontinued, and, therefore, it results in the permanent laying off of employees, the employees affected will become eligible for plant-wide seniority subject to the provisions of this Agreement, provided that the employees have completed the probationary period and are on the seniority list prior to the date of such lay-off. Such employees, in accordance with seniority, may be placed on any open job or on a job held by a probationary employee at rates applicable on such jobs. Within seven (7) calendar days after such lay-off, the employer will place the employee with more than one year seniority on a job the employee is capable of performing, which carries an "Hourly Day Rate" nearest to that of the former job classification and to which seniority entitles the employee. Employees with less than one (1) year seniority will be placed within twenty (20) calendar days.

b. The phrase "a job the employee is capable of performing", as used in this Section, shall mean the ability to meet the average requirements of the job.

20.3 Seniority of an employee will continue to accumulate during the period of lay off, subject to the provisions of 19.4 and the following:

a. For the first thirty (30) days of the lay-off the employee will accumulate departmental seniority as well as plant-wide seniority.

b. After the first thirty (30) days of the lay-off, the employee will accumulate only plant-wide seniority in accordance with 19.4, having no departmental seniority until reassigned upon recall.

20.4 Probationary employees who are laid off due to lack of work or plant shutdown, and who are then re-employed by the Employer within ninety (90) calendar days from the date of such lay-off, will have their probationary period extended by the length of the lay-off, but will attain seniority from their original date of hire after they have completed their probationary period.

For the purpose of this Section, employees hired after the effective date of this Agreement will receive credit towards their seniority and probationary period for their Employment Orientation when there is not a work-day break between completion of Orientation and their first day of actual work.

20.5 In the event of a lay-off in the Skilled Trades Classifications or the Semi-Skilled Classifications, an employee so classified will have the option of taking a classification lay off or taking an available job in production in line with seniority at the time of lay off. In case such employee chooses to take a classification lay off, then recall will not occur until there is an opening in the regular job classification.

a. Semi Skilled Classifications consist of the following:

- 137 - Receiving/Salvage Inspector
- 138 - Floor Inspector
- 140 - Ergonomics Technician
- 154 - Continuous Improvement Technician
- 155 - Safety Facilitator
- 160 - Oiler
- 166 - Powder Paint Operate & Maintain
- 167 - E.D. System Operate & Maintain
- 170 - Paint Systems Operate and Maintain
- 177 - Finish System Set-Up
- 181 - ISO Technician
- 184 - Maintenance Planner
- 187 - Tool and Die Planner
- 188 - Tool Crib Attendant
- 190 - Truck Driver
- 194 - Material Technician
- 195 - Warehouse Analyst

b. Skilled Trades Classifications consist of the following:

- 121 - Die Setter
- 125 - Electrician, Class "A"
- 126 - Electrician, Class "B"
- 143 - Skilled Layout & Tool Inspector
- 144 - Gage Crib Layout Technician
- 149 - Lubrication Technician
- 152 - Rack Repair Maintenance "B"
- 153 - Rack Repair Maintenance "A"
- 156 - Maintenance Mechanic, Class "A"
- 157 - Maintenance Mechanic, Class "B"
- 158 - Vehicle Mechanic, Class "A"
- 159 - Vehicle Mechanic, Class "B"
- 165 - Environmental Control System - Operate & Maintain
- 168 - Plant Control Support Systems - Operate & Maintain
- 176 - Set Up
- 179 - Plastics Set-Up Technician
- 180 - Environmental Control Systems Technician
- 185 - Tool & Die Maker, Class "A"
- 186 - Tool & Die Maker, Class "B"
- 196 - Tool Room Machinist, Class "A"
- 197 - Tool Room Machinist, Class "B"

c. The Employer and the Union recognize that overlapping job assignments will, by necessity, occur between Skilled Trades Classifications; therefore, in those cases, job assignments will be made by the Employer based on the Employer's assessment of who is best qualified to perform the work among available employees in those classifications. Overlapping job assignments between Electricians, Mechanics and Tool & Die Makers will be governed by the Maintenance and Tooling skilled Trades Training Program.

d. Skilled Trades Training Program is as follows:

1. Employees promoted from within the plant will enter the department as Class "B" employees and remain as such for two (2) years; after which time, they will be reclassified as Class "A" employees. Employees so promoted, will start at a rate fifty cents (\$.50) less than Class "A" employees and will receive a twenty five cent (\$.25) increase after one (1) year and an additional twenty five cent (\$.25) increase after two (2) years.

2. Employees promoted from the plant will serve a six (6) month trial period during which time if they do not perform the new job to the satisfaction of the Employer, that employee will be reassigned to an available job.

3. The Employer retains the sole discretion to promote from within or hire new employees to fill these vacancies and the newly hired employees may be hired as Class "A" or Class "B", at the appropriate rate of pay.

4. Weekday overtime will be worked by Class "A" or Class "B" employees in accordance with Article 10.6(a) of the current Agreement.

5. Weekend or Holiday overtime will not be offered to Class "B" employees in a classification until Class "A" employees in that same classification have been offered said overtime.

6. There will be no Class "C" employees in any Skilled Trades classification.

7. All other Skilled Trades provisions in the current Agreement will apply to Class "B" employees.

8. Class "B" employees will perform work with or without the presence of a Class "A" employee.

9. The tool allowance will be two dollars (\$2.00) per week for Class "A" and Class "B" employees.

20.6 Temporary lay-offs for a period of five (5) regular working days or less may be made by the Employer irrespective of the provisions contained in this Agreement. Wherever possible, such lay-offs will be made in seniority order by classification with department(s) involved. For the purpose of this section (20.6) the Inspector(s) and Lift Truck Operator(s) will be temporarily laid-off with the department they are assigned to. Any disputes arising over the application of this provision will be referred directly to the Manager of Human Resources.

20.7 If there is lack of work during a shift in a department, it is agreed to offer the employees performing the affected operation the opportunity to be laid-off for the balance of the shift. If there are no volunteers, employees within the affected classification will be laid-off for the balance of the shift, starting with the bottom of the seniority list. It is understood that when an employee volunteers to go home or changes jobs under these circumstances, that employee waives all rights to prior job assignments during the remainder of that shift.

20.8 a. When a employee is recalled to report for work, such employee will be notified in person, by telephone, or by mail. If the employee does not return to work promptly as a result of such procedure, the Employer will use certified mail, or telegram, or, any other means of communication which establishes proof that notification has been sent. If said employee does not report within one (1) week from date of recall notification, such individual shall be considered as having voluntarily quit and shall be removed from the seniority list, unless satisfactory proof is furnished to the Employer of inability to so notify the Human Resources Department in the required time. The Employer shall rely upon the last address of an employee as shown on the records.

b. In case an employee does not report for work when recalled in accordance with seniority, the Employer may notify other employees in turn on the seniority list. However, the Employer may fill any vacancy irrespective of seniority during the temporary period while awaiting the return to work of the recalled employee.

c. If the employee with greater seniority reports for work in accordance with the provisions heretofore outlined while an employee with less seniority is working on the job, the employee with less seniority will be permitted to complete the scheduled hours for that day. In such case, the Employer will not be required to place the senior employee on the job until the next regular starting time of the assigned shift.

20.9 Any employee who is laid-off or is not recalled at any time and who claims seniority over some other employee who is not laid-off or who has been recalled, must present or have the claim presented in

writing to the Employer and must receive receipt therefore. In such written claims the laid off employee must name the working employee over whom seniority is claimed. The written claim must be presented within ten (10) working days from the day of the employee's lay-off or if pertaining to a recall, within ten (10) working days of the date the employee should have been recalled or such employee shall be deemed to have waived all rights arising out of claimed wrongful lay-off or recall. Such claims will be presented directly to the Manager of Human Resources, and the Employer and the Union will meet promptly to determine the merits of such claim.

ARTICLE 21

TRANSFERS AND SHIFT PREFERENCE

21.1 Any employee who desires to be transferred from one department to another department may file application for such transfer on a "Request for Transfer" form available in the Human Resources Department. This form is to be completed in triplicate: original to be presented to the Department Supervisor, one copy to be presented to the Shop Committee, and the third copy to be retained by the employee. Qualified employees who have placed themselves on record in the above manner will be given consideration on the basis of seniority when a vacancy or a new job occurs in the department in which they have signified their preference. Any employee transferred in accordance with the above procedure will be ineligible for more than one (1) such transfer during any nine (9) month period, ***unless displaced by rebalance***. The time limit for the transfer of an employee to a vacancy, or new job, shall not exceed ***twenty-one (21)*** days from the date of the "Request for Transfer", if such "Request for Transfer" has not been filed prior to the vacancy or new job opening. Requests for transfer will be kept active for a period of nine (9) months. At the end of the nine (9) month period the request will be removed from active consideration unless updated by the employee. It is the sole responsibility of the employee to keep a transfer request updated, and no limit will be placed on the number of times a request can be updated. New employees cannot initiate transfer requests during their first ninety (90) days of employment.

Transfers must be on file by 12:00 Noon on ***Wednesday*** in the Human Resources office in order to be considered for processing the following Monday. Transfers put in after 12:00 Noon on ***Wednesday*** will be put on record for the following week. The time and date the Transfer Request is turned in will be noted on each form.

Any employee who is notified of a Transfer per their Request Form and refuses such transfer will void that transfer at that time. The next senior employee with a Transfer Request on file will then have the transfer processed. Transfers will not be required or considered for any person who bids to another job.

In the event of a rebalance *affecting 20 or more employees in a department*, the Employer *will* post a notice *as soon as possible* in advance of the rebalance and employees desiring a transfer must have such requests submitted to Human Resources by *Wednesday* at 12:00 Noon, ten (10) days prior to the actual date of the rebalance.

21.2 An employee who initiates and is transferred from one department to another shall have their seniority applied immediately to the new department. When an employee is transferred because of layoff under the plant-wide seniority provisions of this Agreement, such employee shall retain recall rights to the previous department for thirty (30) days.

21.3 Temporary interdepartmental transfers, for periods not to exceed thirty (30) calendar days, may be made at the discretion of the Employer, subject to Sections 17.6 and 18.14 of this Agreement, provided such transfers are made as the result of absenteeism, leaves of absence, or jobs that are anticipated to last less than thirty (30) calendar days.

a. Transfer the least senior qualified employee from another department.

b. For the purpose of this Section, qualified employees are defined as those employees who have performed the subject job satisfactorily in the past. If a qualified employee is not available from that department, transfer the least senior employee from that department.

c. This Section does not apply to Skilled Trades classifications.

d. In the event a temporary transfer is anticipated to go beyond thirty (30) calendar days, the Company will process the transfer of the senior employee who has a transfer request on file for the department in which the temporary transfer is made.

21.4 The Union recognizes that different job assignments will be necessary, at times, and agrees that the employee shall cooperate with the Employer in order to keep production flowing at all times. It is understood that employees will not be transferred or assigned to jobs in any discriminatory manner, or when not necessary.

21.5 If an incentive employee on an individual piece rate job is taken off the run during a shift for *any* reason, the run will not be manned by another employee *until offered to the original operator unless the efficiency of the department will be adversely affected*.

21.6 Any employee with seniority shall be entitled to shift preference over other employees with less seniority in the same classification in the same department.

21.7 Requests for exercise of shift preference shall be submitted by the employee on forms provided for that purpose, available in the Human Resources Department. An employee exercising shift preference shall be limited to one (1) such change in any nine (9) month period. It is understood that the provisions of this Section will not in any way affect temporary shift changes as provided in Section 21.8 of this Agreement nor will temporary shift changes at the request of the Employer be included in the limitation set forth in this Section. New employees cannot initiate shift preference requests during their first ninety (90) days of employment.

Employees who transfer from one department to another cannot initiate a shift preference for seven (7) calendar days.

21.8 Any employee who is temporarily changed from one shift to another shift at the request of the Employer, will be given the opportunity to return to the former shift not later than ten (10) working days from the date of the change, unless such ten (10) working days limit is extended by mutual agreement between the employee and the Supervisor.

ARTICLE 22

JOB BIDDING AND PROMOTIONS

22.1 Subject to all the provisions of this Article, promotions within the bargaining unit will be made on the basis of seniority, ability to perform the work, and physical fitness according to the following procedure:

a. When a job opening occurs in a department, it will be the practice of the Employer, before a new employee is hired to fill such job opening, to upgrade a qualified employee from within that department, subject to seniority and other conditions in this Agreement. Job openings as herein referred to are defined as openings, which may result from separations, transfers, or new jobs, which are added, requiring additional employees and which are anticipated to continue beyond thirty (30) days.

b. If the Employer decides that the opening is to be filled, such bulletins will be posted on the Department Bulletin Board no more than three (3) working days after the decision has been made, and shall remain posted for three (3) working days. Employees who are able to meet the job requirements must sign the notice of the job opening during the time the notice is posted. Job assignments made under this Section will be made in accordance with all the provisions of Article 22 and shall not be construed as job seniority for those employees given assignments as a result of their request.

22.2a. The term "upgrading" as used in this Agreement is understood to mean a promotion to a classification carrying a higher "Hourly Day Rate" when such promotion is from one incentive classification to another incentive classification, or from one non-incentive classification to another non-incentive classification. In case the promotion is from an incentive to a non-incentive or from a non-incentive to an incentive classification the term "upgrading" is understood to mean a change to a classification, which will provide a higher hourly earning opportunity.

An employee who wishes to downgrade within the department to a classification with a lower base rate or from a skilled trade to a production classification may submit a "Downgrade Request". The request must be mutually agreed to by the Employer and the Union before it becomes effective.

b. When considering the "upgrading" of employees, length of service shall govern among employees who have shown dependability and ability to do the required work.

c. "Upgrading" to job openings, as referred to in this Agreement, does not apply to the assignment of Group Leaders, or to the Semi Skilled or Skilled Trades classifications (as defined in 20.5) or to promotion to positions outside the bargaining unit. These are not biddable jobs. It is the Employer's prerogative to select such employees; likewise, the Employer retains the right to evaluate the future performance of such employees, subject to the provisions of Articles 25 and/or 26.

d. Openings in the following Semi-skilled classifications will be filled by a Plant Wide Bid Procedure in accordance with Section 22.1b. (137,190,194,195)

22.3 If, during a forty-five (45) day probationary period, an employee who has been promoted through job bidding does not perform the new job to the satisfaction of the Employer, that employee will be reassigned to an available job.

22.4 When jobs have been posted and there are no bids, the least senior employee in that department carrying a lower base rate classification will be assigned to the open job.

22.5 It is agreed that at times it may be essential to the practical operation of the Employer's business to retain or hire an employee because of special training, ability or experience. In such case, the provisions of this Article will not apply except when the job can be filled through the regular procedure as outlined in this Agreement. Information pertaining to this Article will be made available to the Union upon request.

ARTICLE 23

LEAVE OF ABSENCE AND FAMILY AND MEDICAL LEAVE ACT

23.1 a. Any employee desiring a Leave of Absence shall first make application under the Family and Medical Leave Act according to the provisions set forth in the Maytag Family and Medical Leave Policy. A summary of the policy will be posted on the plant bulletin boards and a copy of the complete policy will be available in the Human Resources office. Some administration guidelines under the policy include:

- Employees must have one (1) year of service and have worked at least twelve hundred fifty (1250) hours over the previous twelve (12) months to qualify for FMLA Leave.
- Employees will be eligible for a maximum of twelve (12) weeks of FMLA Leave in a rolling twelve (12) month period as measured backward from the date that an employee uses any FMLA Leave.
- No employees will be required to utilize paid vacation for any FMLA Leave.

b. Any employee desiring a Leave of Absence not qualifying under the Family and Medical Leave Act shall make application for such leave in writing to the Human Resources Office. Any leave which is granted will be approved on a form provided for that purpose. A leave will be granted only in cases where there is just and sufficient reason and where the employee's absence from the job will not seriously interfere with the plant operation.

c. Leave of Absence will not be granted for periods in excess of thirty (30) days (except in cases applying to Union Officials as hereinafter referred to) unless an additional leave or an extended leave is again applied for and is granted.

23.2 Any employee who becomes an official of the International Association of Machinists and Aerospace Workers shall be given a continuous leave of absence for the period of term of office and seniority shall accumulate during such leave, provided such leave is requested by the Union in writing to the Employer and the employee continues to be an official of the International Association of Machinists and Aerospace Workers. Except in cases of delegates attending Union conventions, the number of employees receiving such leave shall be limited to three (3) at any one time.

23.3 An employee who is granted a leave of absence under the provisions of Section 23.1 of this Article shall accumulate seniority, in accordance with Section 19.4, during such leave or any renewal thereof; provided the employee complies with the conditions under which the leave was granted and provided further that such employee notifies the Human Resources Office, prior to the expiration of the leave, of a desire to return to work. Employees must receive approval of all leaves, renewals, or extensions on a written form provided for that purpose.

23.4 Maternity leave of absence shall be considered the same as sick leave.

23.5 An employee off on a sustained sick or accident leave, or after a major operation or other disability, shall be returned to work only after the employee brings in a statement from the attending medical doctor stating the physical restrictions. The Company will evaluate an employee's ability to resume their normal job with or without an accommodation.

If an employee is unable to resume their normal job, the Company will evaluate the employee's ability to perform any vacant job, with or without an accommodation, to which their seniority entitles them. If unable to perform any vacant job, the employee will remain on a leave of absence subject to Article 19.4 until another doctor's note is obtained; a vacancy becomes available in a job the employee is able to perform with or without an accommodation.

The Employer reserves the right to have such employee examined by a licensed medical doctor of its choice, except when prohibited by law. If there is a disagreement between the employee's personal medical doctor and the Employer's medical doctor as to the employee's ability to return to work, a third medical doctor will be selected by mutual agreement between the employee and the Employer to examine the employee. The decision of the third medical doctor regarding the employee's ability to return to work will be accepted and binding on both parties and the employee. The cost of the examination by the third medical doctor will be shared equally by both parties. In any circumstances, upon return to work, the employee must first present to the Human Resources Department an acceptable, full medical release stating the physical restrictions if any and the duration of such restrictions. The Company will evaluate an employee's ability to resume their normal job with or without an accommodation. If an employee is unable to resume their normal job, the Company will evaluate the employee's ability to perform any vacant job, with or without an accommodation, to which their seniority entitles them. If unable to perform any vacant job, the employee will remain on a leave of absence subject to Article 19.4 until another doctor's note is obtained, or a vacancy becomes available in a job the employee is able to perform with or without an accommodation at least one (1) working day prior to reporting for work in accordance with Article 11.2 of this Agreement. Article 23 does not apply to plant injuries.

23.6 All Leaves of Absence as referred to in this Agreement will be without pay or compensation.

ARTICLE 24 STRIKE AND LOCKOUT

24.1 During the term of this Agreement the Union or any of its agents or members shall not cause or take part in any strike, sympathy strike, or other interruption or any impeding of production at the plant of the Employer covered by this Agreement except in case the Employer:

- a. Fails to abide by the Arbitration Procedure of this Agreement; or
- b. Fails to comply with any decision rendered under the Arbitration Provision of this Agreement.

24.2 Any employee(s) participating in any unauthorized strike, or work stoppage, or slowdown, shall be subject to discharge, or other disciplinary action. Such action is subject to the provisions of the Grievance Procedure.

24.3 The Employer shall not engage in any lockout of its employees during the term of this Agreement

ARTICLE 25 FUNCTIONS OF MANAGEMENT

25.1 It is agreed that the Management of the Employer has the sole and exclusive rights, duties, and responsibilities to direct the operations of the Employer and its working forces, subject only to applicable requirements of this Agreement. Such functions of Management include but are not limited to the exclusive rights to determine the products, schedules of production, methods and processes, place of manufacture, and acquisition of all materials and parts; to hire, suspend, or discharge for proper cause, or relieve employees from duty because of lack of work or other legitimate reasons; to introduce new or improved production methods or facilities; and to determine the method of employee compensation when any operation or processes are brought into the plant or transferred to other departments or divisions, subject to the provisions of this Agreement.

ARTICLE 26 DISCHARGE AND DISCIPLINE

26.1 Willful disregard of or refusal to comply with the Employer's rules or proper orders and instructions from duly authorized supervisory executives within the terms, spirit, and intent of this Agreement will be cause for discipline by the Employer, subject to the Grievance Procedure. All employees will be furnished with a copy of the Employer's rules and regulations. Rules and regulations will be posted on Employer Bulletin Boards.

26.2 The right of the Employer to discharge or suspend an employee for just cause is recognized. Any seniority employee being discharged or suspended will be entitled to Union representation prior to final action. The Employer will arrange for a Shop Committee Member, who is available in the plant at such time, to be present with such employee prior to the taking of final action by the Employer provided the employee either is at work, or has reported for work, or has arrived on the Employer's premises in response to instructions to do so. In case of any discharge, or suspension, the Human Resources Department must be notified by the employee discharged or suspended, or by the employee's representative, of any claim, of alleged wrongful discharge or suspension, within two (2) working days after such discharge or suspension.

Upon receipt of such notification, the case shall be taken up promptly at the Third Step of the Grievance Procedure. If it is found that the employee was wrongfully discharged or suspended, the Employer agrees to reinstate such employee with former seniority rights. Non-incentive employees will be paid their regular Hourly Day Rate and incentive employees will be paid their applicable downtime rate for time lost from work due to such discharge or suspension.

ARTICLE 27 BULLETIN BOARDS

27.1 The Employer shall furnish and allow the Union to maintain at least four (4) bulletin boards within the plant, subject to the condition that the notices pertain to the following subject matter:

- a. Notice of meetings
- b. Nomination and election of officers
- c. Other official Union Business

ARTICLE 28 RELIEF OPERATORS

28.1 Any employee will be provided a relief operator when necessary upon making a request to the immediate Supervisor.

ARTICLE 29 NON BARGAINING UNIT EMPLOYEES

29.1 Non bargaining unit employees will not perform production or maintenance work ordinarily performed by employees covered by this Agreement, except when necessitated by their managerial duties, such as:

- a. Instruction or training

- b. In the performance of work during trial runs, emergencies, or for the purpose of investigation, and obtaining of information when product quality difficulties are encountered.

ARTICLE 30 GENERAL PROVISIONS

30.1 The Union will impose no restrictions or limitations on production of an individual employee or group of employees.

30.2 Working areas and machines will be kept clean; normal clean-up time is allowed for in the production standards; other than normal clean-up time allowed for in production standards will be paid for as outlined in Section 18.14 (b).

30.3 a. Each employee shall have two (2) ten (10) minute rest periods during the shift, the first rest period to be taken during the first half of the shift and the second rest period to be taken during the second half of the shift. Employees will not be required to take their rest periods more than thirty (30) minutes prior to the established rest period time, the Employer reserving the right to establish the rest period times as may be required. The Shop Chairperson will be notified of any changes in established rest period times.

When an employee(s) is to work a ten (10) hour shift, the employee(s) will be allowed a ten (10) minute break at the end of their regular eight (8) hour shift, in the event the overtime is to go beyond ten (10) hours the employee will be allowed a thirty (30) minute unpaid lunch at the beginning of the fifth (5th) hour of overtime and then continue the additional ten (10) minute breaks every additional two (2) hours of overtime worked.

b. The established lunch period may only be changed in the event of mechanical failure or lack of materials due to mechanical failure which, in the opinion of the appropriate business unit, will result in a production delay of more than thirty (30) minutes and which mechanical failure or lack of materials occurs within forty-five (45) minutes of the employee's established lunch period.

30.4 A Group Leader, subject to the provisions contained in 22.2(c), is not a Supervisor; Group Leaders are Union Employees. Group Leaders are employees who do regular work; who will assist in maintaining the flow of material to the group; who are also responsible for keeping up the flow of production to the group and who may assist in instructing new employees. Group Leaders will relieve operators. Group Leaders cannot discipline, discharge or coerce employees. Group Leaders will be assigned to a classification in the department for which they are performing the work. Group Leaders may suggest work assignments in the short-term absence (four (4) hours or less) of the supervisor upon notification by the supervisor.

Effective with the date of this Agreement, prospects for Group Leader will be screened and selected by the appropriate Department Head, two (2) Shop Committee members and Human Resource Representative.

30.5 When and if the Employer, at its discretion, establishes a new classification, the Union Shop Committee and Management shall discuss and determine the accuracy of the Hourly Day Rate assigned to that classification by the Employer.

30.6 Each employee will give the Human Resources Office a current home address, all changes of address and telephone number, and the Human Resources Office will furnish the Union with such addresses and telephone numbers. When an employee moves from the address on record in the Human Resources Office, the address and telephone number must be furnished on a form provided for that purpose immediately after moving.

ARTICLE 31 DEATH IN FAMILY AND JURY DUTY

31.1 It is the intent to offer help at the time of loss, by death, of a member of the immediate family of an employee — the immediate family being current spouse, brother, sister, any child, any parent, any grandparent of the employee and current spouse, son in law, daughter in law, grandchildren and legal guardian.

An employee will be entitled to three (3) working days off with pay for the death of a member of the immediate family, provided such employee attends the funeral. Saturdays, Sundays, and Holidays, are not to be considered days off under the terms of this Section.

no payment will be made where the employee is on an approved leave of absence or lay-off. Payment for such days off shall be on the basis of eight (8) times the employee's "Hourly Day Rate" for non-incentive employees and at the employee's "Hourly Day Rate" plus 50% for incentive employees, by filing proper application, on forms provided for same through the Human Resources Office.

31.2 Any seniority employee who is required by law to serve on any Municipal, County, State, or Federal Jury, Grand Jury, Commission or panel as a Juror, under subpoena in a Court of Record, and who does so serve during hours in which the employee would otherwise be employed by the Employer (exclusive of overtime hours), shall be paid an amount equal to the difference between the amount of jury pay and the amount that would have been received in pay from the Employer for such hours had the employee not been required to serve as a juror, provided the employee shall first notify the Human Resources Department within twenty four (24) hours (exclusive of days not scheduled to be worked), after receipt of the notice of selection for jury duty and provided the employee furnishes the Human Resources Department with a statement from the Court setting forth the jury pay and the hours spent as a juror. Any employee who is called for jury duty and who is temporarily excused from attendance at the Court, will thereupon report back to work if there is a minimum of three (3) hours remaining to be worked on the employee's shift on the day involved. Payments under this Section will be based on the employee's "Hourly Day Rate" for non incentive employees and the employee's "Hourly Day Rate" plus 50% for incentive employees. The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of ninety (90) days in any twelve (12) month period. Subject to the provisions of this Article, an employee selected for jury duty, as defined above, who is on a shift other than the day shift, will be temporarily assigned to the day shift, for only those days the employee is required to serve as a juror.

31.3 An employee with one year or more of seniority who is required to report for a physical examination for the Armed Forces, shall be paid eight (8) hours for such absence, one time. The employee will be required to provide proof by showing a copy of "Order to Report for Physical Examination" to the Human Resources Department. Payments under this Section will be based on the employee's "Hourly Day Rate" for non incentive employees and the applicable "Downtime Rate" for incentive employees.

ARTICLE 32 SAFETY AND HEALTH

32.1 a. When an employee is injured while at work during the employee's regular shift hours, the employee shall be paid the regular "Hourly Day Rate", if a non-incentive employee, and the applicable "Downtime Rate", if an incentive employee, for the time required for first aid and

medical treatment on the day of the injury. If an incentive employee must leave the plant for medical treatment, they will be paid their average hourly earnings. The employee shall be paid for the actual hours worked plus the time missed during the employee's regular shift because of the injury. In cases where the employee has been instructed by the doctor not to return to work, the employee will be paid for the remainder of the employee's shift. In no event will the employee's pay exceed the remaining shift hours.

b. An employee who has been injured on the job may return to limited or restricted duty, if such work is available, upon written instructions to the Employer from a medical doctor. Such employee will be assigned to the available work at the appropriate contractual rate of pay and will retain seniority in the original department to which assigned at the time of the injury for the duration of the limited or restricted duty regardless of the provision in Article 21.2. No employee will be removed from a job for the purpose of creating a light duty job.

c. Employees off work due to plant injury who are released to return to work on light duty will be assigned a job on the shift to which they were assigned prior to the injury, if a light duty job they can perform is available.

32.2 Inasmuch as employee safety is a responsibility shared by all - the Employer, the Union and the Employee, the Employer and the Union will maintain an active Employee Safety Committee which will meet from time to time to facilitate better safety for employees. The twelve members of this committee will be mutually agreed upon by the Employer and the Shop Committee. A member may serve for more than six (6) months at a time with mutual agreement of the Employer and the Shop Committee.

The Union members will be paid "Hourly Day Rate", if non-incentive, and their average per hour earnings for incentive employees. Department Safety Inspectors will be paid in the same manner for time lost while touring the department with the Safety Committee. In case an inspection extends beyond regular shift hours, any employees involved will be paid the appropriate overtime rate.

32.3 The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of all hazardous and unhealthy working conditions and practices.

32.4 Insofar as practical, all matters of occupational safety and health are normally to be handled directly between the Company and Union safety representative(s). Discussion between these parties will be directed

toward the rapid and efficient solution of safety and health problems. Any grievances arising over safety and health issues will be handled directly by the Shop Committee.

32.5 If an employee believes that a safety problem exists, it shall be reported to the immediate Supervisor. If they are unable to resolve the problem, it shall be taken up with the director of the appropriate business unit.

32.6 Wherever required, safety devices and protective equipment shall be furnished the employees by the Employer. All such safety equipment must be used by the employees.

ARTICLE 33 VOLUNTARY POLITICAL ACTION CHECK OFF

33.1 The Employer agrees to deduct from an employee's pay, voluntary donations to the Machinists Non-Partisan Political League as authorized by the individual employee. Such deductions shall be made as authorized by the employee (but no more often than monthly) and shall be remitted to the Machinists Non-Partisan Political League. The Check off Authorization form shall be provided by the League. This authorization shall continue in full force and effect until the employee gives written notice to the Employer and the Union at least one (1) full week prior to the date the deduction is to be made.

ARTICLE 34 SAVING CLAUSE

33.1 a. In the event any part or section of this Agreement is held to be void or as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, nevertheless, the remaining parts or sections of this Agreement, not having such status, shall remain in full force and effect unless the parts so found to be void, or in contravention of law, are wholly inseparable from the remaining parts or sections of this Agreement.

b. It is understood that this Agreement shall constitute a bar to any representation proceedings for so much of its full term as is permitted by the rules and regulations of the National Labor Board. It is also understood and agreed that in the event the Union ceases to be the certified bargaining agent for the employees in the unit defined herein, or a substantial part thereof, the Employer may at its discretion terminate this Agreement or any other Agreements in effect between the Parties and any amendments, appendices or supplements thereto upon giving written notice to the Union of its selection to do.

ARTICLE 35
TERMS OF AGREEMENT

35.1 a. This Agreement supersedes all previous Agreements or understandings between the Employer and its employees and/or their representatives. Any previous arrangements not embodied herein are declared to be fully terminated hereby.

b. This Agreement expresses the complete and entire understandings of the Parties on the subjects of wages, hours, and other terms and conditions of employment, and neither the Union nor the Employer shall be required to negotiate further during the life of this Agreement on the subject of wages, hours, and other conditions of employment contained in this Agreement, except where the parties mutually agree to do so. This shall not be construed to limit bargaining during the sixty (60) day period prior to the termination of this Agreement.

35.2 This Agreement shall be effective as of the *13th day of June, 2005*, and shall continue in full force and effect after that date until the end of the *12th day of June, 2009* at 11:59 p.m. subject to the conditions set forth below.

If neither Party gives notice of its desire to terminate, change, or modify this Agreement, it shall continue in effect from year to year hereafter, subject to termination or modification by either Party as herein provided. If either Party desires to terminate, change, or modify this Agreement, it shall give written notice of its desire to the other Party, sixty (60) days prior to expiration, or, thereafter sixty (60) days prior to the anniversary date of any yearly extensions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be executed by their fully authorized representatives in Herrin, Illinois this 22nd day of July, 2005.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

**Steve Jones,
Directing Business Representative**

**Jeff Durham,
Sr. Director of Operations**

**Gary Jarvis,
Shop Committee Chair**

**Bill Townsend,
Director of Human Resources**

**Rich Sikora,
Shop Committee Member**

**Steven Morris,
Human Resources Generalist**

**Jim Lingas,
Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

APPENDIX "A"

BENEFIT PLAN

The Employer will provide Medical and Prescription Drug Coverage, Dental Coverage, and Vision Coverage for employees in the unit of workers covered by the Collective Bargaining Agreement. These coverage's are as described in the Summary Plan Description which is incorporated into this Agreement, but not attached. The terms and conditions of the medical and prescription drug coverage's for current and future retirees are contained in a summary plan description which is incorporated into this Agreement but which is not attached.

A summary of the other Benefit Plans are as follows:

A. LIFE

- (1.) Effective January 1, 2004 to December 31, 2005:
\$14,000 per employee (Company paid)
Optional Benefits (Employee pay all)
Choice of up to three (3) additional increments of \$14,000
5 year step rates:

<u>Age</u>	<u>Rate per \$1,000 Per Month</u>
Under 29	\$0.07
30 - 34	0.07
35 - 39	0.11
40 - 44	0.18
45 - 49	0.29
50 - 54	0.48
55 - 59	0.82
60 - 64	1.44
65 - 69	2.42

Employee contributions are pretax

Dependent Life (Employee paid)

Spouse may obtain insurance in \$14,000 increments up to \$56,000

Children will be insured for one half of the elected spouse coverage up to a maximum of \$14,000 for each eligible child

Employee paid thirty eight cents (\$.38) per thousand per month (the rate includes cost for both spouse and children.)

A Life Insurance Policy in the amount of \$6,500 will be provided for those employees who commence normal or early retirement on or after June 12, 2005. Employees must qualify for benefits in the Pension Plan as described in Appendix "B". Life Insurance will be provided through the Group Life Insurance Program.

A Life Insurance Policy for those employees who commenced retirement prior to the effective date of this Agreement will be continued at the amounts in effect when they retired.

Employees who commence Disability Retirement after **June 12, 2005**, will be provided a Life Insurance Policy in the amount in effect for active employees at the time of retirement until age sixty five (65) at which time the amount will be reduced to **\$6,500**.

Employees who commence Disability Retirement on or before **June 12, 2005**, will be provided a Life Insurance Policy in the amount in effect for active employees at the time of retirement until age sixty five (65) at which time the amount will be reduced to: **\$5,000 for those individuals who commenced disability retirement between June 20, 2000 and June 11, 2005, and to \$3000 for those individuals who commenced disability retirement before June 19, 2000.**

(2.) Effective January 1, 2006 to December 31, 2007:

\$16,000 per employee (Company paid)

Optional Benefits (Employee pay all)

Choice of up to three (3) additional increments of \$16,000

5 year step rates:

<u>Age</u>	<u>Rate per \$1,000 Per Month</u>
Under 29	\$0.07
30 - 34	0.07
35 - 39	0.11
40 - 44	0.18
45 - 49	0.29
50 - 54	0.48
55 - 59	0.82
60 - 64	1.44
65 - 69	2.42

Employee contributions are pretax

Dependent Life (Employee paid)

Spouse may obtain insurance in \$16,000 increments up to \$64,000

Children will be insured for one half of the elected spouse coverage up to a maximum of \$16,000 for each eligible child

Employee paid thirty eight cents (\$.38) per thousand per month (the rate includes cost for both spouse and children)

(3) Effective January 1, 2008

\$18,000 per employee

Optional Benefits (Employee pay all)

Choice of up to three (3) additional increments of \$18,000

5 year step rates:

Age	Rate per \$1,000 Per Month
Under 29	\$0.07
30 - 34	0.07
35 - 39	0.11
40 - 44	0.18
45 - 49	0.29
50 - 54	0.48
55 - 59	0.82
60 - 64	1.44
65 - 69	2.42

Employee contributions are pretax

Dependent Life (Employee paid)

Spouse may obtain insurance in **\$18,000** increments up to **\$72,000**

Children will be insured for one half of the elected spouse coverage up to a maximum of **\$18,000** for each eligible child

I. ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

Effective January 1, 2004 to December 31, 2005:

Additional increments of \$14,000 up to \$56,000

Employee paid three cents (.03) per thousand per month

Effective January 1, 2006 to December 31, 2007:

Additional increments of \$18,000 up to \$64,000

Employee paid three cents (.03) per thousand per month

Effective January 1, 2008:

Additional increments of \$18,000 up to \$72,000

Employee paid - three cents (\$.03) per thousand per month

II. SHORT TERM DISABILITY

Effective June 12, 2005: Company paid - \$275 per week

Effective June 19, 2006: Company paid - \$280 per week

Effective June 18, 2007: Company paid - \$285 per week

Effective June 18, 2008: Company paid - \$290 per week

Employee has choice to purchase an additional \$25 or \$50 per week at a cost of \$2.17 and \$4.33 respectively per month.

D. FLEXIBLE SPENDING ACCOUNTS

Two Accounts:

1. Health Care - Deductibles, co-insurance and medical, drug and dental expenses not covered by the plan
2. Dependent Care Covered expenses for the care of eligible dependents so that both spouses can work

Account Maximums

1. Health Care - \$2,000 per year
2. Dependent Care - \$5,000 per year

Both accounts are funded with pretax employee contributions

E. LAY-OFFS, PLANT INJURIES, LEAVE OF ABSENCE INSURANCE OPTIONS

Less than one (1) year of service - Two (2) months coverage

One (1) to two (2) years of service - Three (3) months coverage

Two (2) to three (3) years of service - Four (4) months coverage

Three (3) years of service or more - Five (5) months coverage

Employees on leaves of absence - Six (6) months and no change relative to choice of plans.

Employees on plant injuries - Twelve (12) months and no change relative to choice of plans.

Maytag Corporation

Medical Plan Employee Contributions Active Healthcare, Attachment #1

Medical Plan Monthly Rate		Jan 1 2006	Effective Jan 1 2007	Jan 1 2008	Jan 1 2009
Core Plan	Single	\$21.00	\$30.00	\$34.00	\$42.00
	Double	\$42.00	\$59.00	\$67.00	\$84.00
	Family	\$70.00	\$98.00	\$112.00	\$140.00
Buy Up Plan	Single	\$32.00	\$45.00	\$51.00	\$64.00
	Double	\$63.00	\$88.00	\$100.00	\$125.00
	Family	\$102.00	\$143.00	\$163.00	\$204.00
Buy Down Plan	Single	\$17.00	\$24.00	\$27.00	\$34.00
	Double	\$33.00	\$47.00	\$53.00	\$66.00
	Family	\$53.00	\$74.00	\$85.00	\$106.00

Dental Plan Employee Contributions

Basic	Single	\$3.00	\$4.00	\$4.00	\$5.00
	Double	\$5.00	\$6.00	\$6.00	\$8.00
	Family	\$7.00	\$8.00	\$8.00	\$12.00
Preventive Plan	Single	\$1.00	\$1.00	\$2.00	\$2.00
	Double	\$2.00	\$2.00	\$3.00	\$4.00
	Family	\$3.00	\$3.00	\$5.00	\$6.00

Basic Vision Plan Employee Contribution

Single	\$0.50	\$0.75	\$1.00	\$1.00
Double	\$1.00	\$1.00	\$2.00	\$2.00
Family	\$1.50	\$2.00	\$3.00	\$3.00

Discount Vision Plan	No Cost	No Cost	No Cost	No Cost
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APPENDIX "B"

The Employer will provide a Pension Plan for employees in the unit of workers covered by the Collective Bargaining Agreement. The Pension Plan will contain the following provisions:

1. EFFECTIVE DATE - January 1, 1961. Benefit payments to otherwise eligible employees who retire voluntarily, or who are retired by the Employer, will commence on the first day of the month following retirement.

2. PAST SERVICE credits to be computed to the nearest one tenth (1/10th) year and credited at the rate of one (1) year for each year of seniority which the employee held on December 31, 1960.

3. FUTURE SERVICE credits will be one (1) year for each calendar year in which the employee received pay from the Employer for working sixteen hundred (1600) hours; fractions of a year will be credited based on the number of hours worked for which payment is received in that year, such fractions to be computed to the nearest one tenth (1/10th) of sixteen hundred (1600).

Maximum credit in any one calendar year shall not exceed sixteen hundred (1600) hours.

4. Eligibility for NORMAL RETIREMENT shall apply to otherwise qualified employees who attain age sixty five (65) and who have completed five (5) or more years of vested service.

5. EARLY RETIREMENT may be granted with the consent of the Employer to otherwise qualified employees who have attained age fifty five (55) and who have completed fifteen (15) years of credited service. The Retirement benefits for early retirees will be an amount as actuarially determined.

6. TOTAL AND PERMANENTLY DISABLED employees, who otherwise qualify, may be retired if they have completed ten (10) years of credited service.

7. VESTED DEFERRED RETIREMENT BENEFITS, payable at age sixty five (65), may be extended to otherwise qualified employees who have completed five (5) years of vested service.

8. The Pension Plan, which became effective January 1, 1961, and was subsequently modified, for employees covered by the Collective Bargaining Agreement, will be continued for all past and future service subsequent to June 1, 1946, for which credit is allowed pursuant to the provisions of the plan. The multiplier applied to all past and future years of credited service to determine the monthly pension amount is as follows:

Option 1 - (With No 401-K Option):

<u>Effective Dates</u>	<u>Amount Per Year of Credited Service</u>
January 1, 2006	\$31.00

Option 2 - (With 401-K Option):

<u>Effective Dates</u>	<u>Amount Per Year of Credited Service</u>
January 1, 2006	\$30.00

Employees hired before June 13, 2005 will be afforded the opportunity to choose the Cash Balance option with enhanced 401(k).

Employees hired on or after June 13, 2005 will have the choice between Cash Balance with enhanced 401(k) or Option III explained below.

Option III- \$28.00 multiplier without 401(k).

The 401-K Option will be a plan that allows employees to save up to 16% of their earnings (pre-tax) and the Company will provide a 25% match on the first 5% of contributions to the plan.

Pension benefits will be recalculated on January 1 of each contract year for those employees retiring on or after **June 13, 2005**, to reflect the above increases on all past and future service. There is no limit on the number of years of credited service.

A. PENSION BENEFIT OPTIONS

An employee covered by this Agreement will have the following options:

Single Life Annuity Option

50% Joint & Survivor Option

60% Joint & Survivor Option

100% Joint & Survivor Option

50% Joint & Survivor with "Pop-up" Provision Option

60% Joint & Survivor with "Pop-up" Provision Option

100% Joint & Survivor with "Pop-up" Provision Option

Each option will be actuarially equivalent to the Single Life Annuity.

The "Pop-up" Provision will provide that in the event an employee has retired with a survivor annuity in their monthly benefit and such employee's spouse should decease, such employee's monthly benefit shall revert to the Single Life Annuity.

B. QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY

Employee's spouses are eligible for a qualified pre-retirement survivor annuity that provides a reduced pension benefit to the spouse if the employee dies prior to retirement. Retirees were previously subject to a charge for this benefit, unless it was waived, in the form of a reduction to their pension benefit. This benefit will now be provided at no cost to the employee.

9. PUBLIC DISABILITY BENEFITS shall mean any payments which a Retired Employee receives or would be entitled to receive, if proper application has been made therefore, under any Worker's Compensation or Occupational Disease Law (except fixed statutory payments for the loss of any bodily member) and payments made for disability under any other state or federal law to the extent that such disability benefits have been provided through taxes, premiums or otherwise paid by or at the expense of the Employer; provided however, that this term shall not include any payments made for permanent and total disability under the Social Security Act, or any payments made by the Federal Government for a military service connected disability.

APPENDIX "C"

The Hourly Day Rates listed below for the various Job Classifications will have the Cost-of-Living Allowance (C.O.L.A.) added and will continue as an add-on to wages during the life of this Agreement as follows:

6/13/05	6/13/06	6/13/07	6/13/08
+.50/hr.	+.45/hr.	+.45/hr.	+.40/hr.
\$4.39	\$4.84	\$5.29	\$5.69

SCHEDULE OF JOB CLASSIFICATIONS AND HOURLY DAY RATES INCENTIVE CLASSIFICATIONS

	Maximum Hourly Day Rate* + % Earn + C.O.L.A. Effective 6/13/05	Maximum Hourly Day Rate* + % Earn + C.O.L.A. Effective 6/13/06	Maximum Hourly Day Rate* + % Earn + C.O.L.A. Effective 6/13/07	Maximum Hourly Day Rate* + % Earn + C.O.L.A. Effective 6/13/08	
CLASSIFICATIONS					
205 Assembler	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69
** 206 Final Assembler	\$6.30	+\$4.39	+\$4.84	+\$5.29	+\$5.69
222 Chain or Conveyer Loader	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69
275 Paint Systems Operator Electrostatic	\$6.12	+\$4.39	+\$4.84	+\$5.29	+\$5.69
279 Press & Brake Operator	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69
280 Automatic Press Set Up and Operate	\$6.07	+\$4.39	+\$4.84	+\$5.29	+\$5.69
** 284 Repair Final Assembler	\$6.35	+\$4.39	+\$4.84	+\$5.29	+\$5.69
287 Group Repair	\$6.02	+\$4.39	+\$4.84	+\$5.29	+\$5.69
288 Sander	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69
290 Handshear Operator	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69
291 Hand Sprayer Paint & Powder Paint	\$6.07	+\$4.39	+\$4.84	+\$5.29	+\$5.69
297 Tack Rag	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69
318 Spot Welder	\$5.97	+\$4.39	+\$4.84	+\$5.29	+\$5.69

Group Leader - Any employee assigned to the duties of **Group Leader** will be paid twenty cents (\$.20) per hour above the employee's regular "Hourly Day Rate" while performing such assigned duties.

Inventory Incentive employees required to work on inventory will be paid their "Hourly Day Rate" plus 50%.

Employees hired after 6/8/97 will be paid at a rate of two dollars and fifty cents (\$2.50) per hour below their calculated hourly rate of pay for their first year of employment; two dollars and twenty five cents (\$2.25) per hour below their calculated hourly rate of pay for their second (2nd) year of employment; and one dollar and seventy five cents (\$1.75) below their calculated hourly rate of pay for the next six (6) months of employment (months 25 through 30). At the start of their thirty first (31st) month of employment, the employee(s) will be paid at their full-calculated hourly rate of pay.

** Classifications 206 and 284 consist only of employees in groups Washer Final Assembly and Dryer Final Assembly.

APPENDIX "C"

The Hourly Day Rates listed below for the various Job Classifications will have the Cost-of-Living Allowance (C.O.L.A.) added and will continue as an add-on to wages during the life of this Agreement as follows:

6/13/05	6/13/06	6/13/07	6/13/08
+ .50/hr.	+ .45/hr.	+ .45/hr.	+ .40/hr.
\$4.39	\$4.84	\$5.29	\$5.69

SCHEDULE OF JOB CLASSIFICATIONS AND HOURLY DAY RATES NON-INCENTIVE CLASSIFICATIONS

	Maximum Hourly Day Rate* + % Earn +C.O.L.A. Effective	Maximum Hourly Day Rate* + % Earn +C.O.L.A. Effective	Maximum Hourly Day Rate* + % Earn +C.O.L.A. Effective	Maximum Hourly Day Rate* + % Earn +C.O.L.A. Effective	
	6/13/05 +.50/hr. \$4.39	6/13/06 +.45/hr. \$4.84	6/13/07 +.45/hr. \$5.29	6/13/08 +.40/hr. \$5.69	
<u>CLASSIFICATIONS</u>					
113 Crating Operator	\$10.63	\$4.39	\$4.84	\$5.29	\$5.69
115 Car Loader & Unloader	\$10.01	\$4.39	\$4.84	\$5.29	\$5.69
118 Crane Operator Remote	\$11.57	\$4.39	\$4.84	\$5.29	\$5.69
** 121 Die Setter	\$11.14	\$4.39	\$4.84	\$5.29	\$5.69
** 125 Electrician, Class "A"	\$12.79	\$4.39	\$4.84	\$5.29	\$5.69
** 126 Electrician, Class "B"	See Article 20.5(d)				

INSPECTORS:

135 Assembly	\$10.31	\$4.39	\$4.84	\$5.29	\$5.69
137 Receiving/Salvage	\$10.56	\$4.39	\$4.84	\$5.29	\$5.69
138 Floor	\$10.56	\$4.39	\$4.84	\$5.29	\$5.69
140-Ergonomics Technician	\$12.99	\$4.39	\$4.84	\$5.29	\$5.69
143-Skilled Layout & Tool	\$11.24	\$4.39	\$4.84	\$5.29	\$5.69
144-Gage Crib Layout Technician	\$11.24	\$4.39	\$4.84	\$5.29	\$5.69
** 149-Lubrication Technician	\$12.69	\$4.39	\$4.84	\$5.29	\$5.69
150 Laborer	\$ 9.86	\$4.39	\$4.84	\$5.29	\$5.69
** 152 Rack Repair Maintenance "A"	\$12.36	\$4.39	\$4.84	\$5.29	\$5.69
** 153 Rack Repair Maintenance "B"	\$10.89	\$4.39	\$4.84	\$5.29	\$5.69
154-Continuous Improvement Technician	\$12.74	\$4.39	\$4.84	\$5.29	\$5.69
155-Safety Facilitator	\$12.99	\$4.39	\$4.84	\$5.29	\$5.69
** 156 Maint. Mechanic, Class "A"	\$12.74	\$4.39	\$4.84	\$5.29	\$5.69
** 157 Maint. Mechanic, Class "B" See Article 20.5(d)					
** 158 Vehicle Mechanic, Class "A"	\$12.74	\$4.39	\$4.84	\$5.29	\$5.69
** 159 Vehicle Mechanic, Class "B" See Article 20.5(d)					
** 160 Oiler	\$10.42	\$4.39	\$4.84	\$5.29	\$5.69
161 Machine Operator	\$10.63	\$4.39	\$4.84	\$5.29	\$5.69
162 Service/Crating	\$10.42	\$4.39	\$4.84	\$5.29	\$5.69
163 Phosphate Control Operator	\$10.26	\$4.39	\$4.84	\$5.29	\$5.69

SCHEDULE OF JOB CLASSIFICATIONS
AND HOURLY DAY RATES
NON-INCENTIVE CLASSIFICATIONS

Maximum Hourly Day Rate*	Maximum Hourly Day Rate*	Maximum Hourly Day Rate*	Maximum Hourly Day Rate*
+ % Earn	+ % Earn	+ % Earn	+ % Earn
C.O.L.A.+ Effective	C.O.L.A.+ Effective	C.O.L.A.+ Effective	C.O.L.A.+ Effective

6/13/05	6/13/06	6/13/07	6/13/08
+.50/hr.	+.45/hr.	+.45/hr.	+.40/hr.
\$4.39	\$4.84	\$5.29	\$5.69

CLASSIFICATIONS

**165 Environmental Control System					
Operate & Maintain	\$12.79	\$4.39	\$4.84	\$5.29	\$5.69
166 Powder Paint System					
Operate & Maintain	\$12.79	\$4.39	\$4.84	\$5.29	\$5.69
167 ED System					
Operate & Maintain	\$12.69	\$4.39	\$4.84	\$5.29	\$5.69

168 Paint & Chemical Control Operator	\$10.26	\$4.39	\$4.84	\$5.29	\$5.69
169-Plant Control Support System - Operate & Maintain	\$12.74	\$4.39	\$4.84	\$5.29	\$5.69
170- Paint Systems Operate and Maintain	\$13.16	\$4.39	\$4.84	\$5.29	\$5.69
173 Warehouse Repair	\$10.14	\$4.39	\$4.84	\$5.29	\$5.69
175 Repair	\$10.14	\$4.39	\$4.84	\$5.29	\$5.69
**176 Set Up	\$11.14	\$4.39	\$4.84	\$5.29	\$5.69
177 Finish System Set Up	\$10.88	\$4.39	\$4.84	\$5.29	\$5.69
179-Plastics Set-Up Technician	\$11.14	\$4.39	\$4.84	\$5.29	\$5.69
180-Environmental Control System Technician	\$11.24	\$4.39	\$4.84	\$5.29	\$5.69
181-ISO Technician	\$11.24	\$4.39	\$4.84	\$5.29	\$5.69
183 Sweeper & Janitor	\$ 9.86	\$4.39	\$4.84	\$5.29	\$5.69
184-Maintenance Planner	\$13.29	\$4.39	\$4.84	\$5.29	\$5.69
**185 Tool & Die Maker, Class "A"	\$13.34	\$4.39	\$4.84	\$5.29	\$5.69
**186 Tool & Die Maker, Class "B"	See Article 20.5(d)				
187 Tool and Die Planner	\$13.84	\$4.39	\$4.84	\$5.29	\$5.69
188 Tool Crib Attendant	\$11.57	\$4.39	\$4.84	\$5.29	\$5.69
190 Truck Driver	\$10.42	\$4.39	\$4.84	\$5.29	\$5.69
192 Lift Truck Operator	\$10.42	\$4.39	\$4.84	\$5.29	\$5.69
194-Material Technician	\$11.57	\$4.39	\$4.84	\$5.29	\$5.69
195-Warehouse Analyst	\$12.42	\$4.39	\$4.84	\$5.29	\$5.69
**196 Tool Room Machinist, Class "A"	\$12.96	\$4.39	\$4.84	\$5.29	\$5.69
**197 Tool Room Machinist, Class "B"	See Article 20.5(d)				

Group Leader - Any employee assigned to the duties of *Group Leader* will be paid twenty cents (\$.20) per hour above the employee's regular Hourly Day Rate while performing such assigned duties.

Employees hired after 6/8/97 will be paid at a rate of two dollars and fifty cents (\$2.50) per hour below their calculated hourly rate of pay for their first year of employment; two dollars and twenty five cents (\$2.25) per hour below their calculated hourly rate of pay for their second (2nd) year of employment; and one dollar and seventy five cents (\$1.75) below their calculated hourly rate of pay for the next six (6) months of employment (months 25 through 30). At the start of their thirty first (31st) month of employment, the employee(s) will be paid at their full calculated hourly rate of pay.

**Employees on the active payroll in these classifications will receive two dollars (\$2.00) per week tool allowance.

**See Article 20.5(d).

APPENDIX "D"

SCHEDULE OF WORK HOURS

(SCHEDULES AS SHOWN WILL CONTINUE
UNTIL FURTHER NOTICE)

DAY SHIFT

Regular Week - 7:00 A.M. Monday to 7:00 A.M. the following Monday.

The Work Day is a 24 hour period beginning with the established starting time of the shift.

REGULAR SHIFT HOURS

	<u>Starting Time</u>	<u>Quitting Time</u>
Monday through Friday	7:00 A.M.	3:30 P.M.

AFTERNOON SHIFT

Regular Week - 3:30 P.M. Monday to 3:30 P.M. the following Monday.

The Work Day is a 24 hour period beginning with the established starting time of the shift.

REGULAR SHIFT HOURS

	<u>Starting Time</u>	<u>Quitting Time</u>
Monday through Friday	3:30 P.M.	12 Midnight

Shift Premium ~~eleven~~ cents (\$.11) per hour.

NIGHT SHIFT

Regular Week - 10:30 P.M. Sunday to 10:30 P.M. the following Sunday.

The Work Day is a 24 hour period beginning with the established starting time of the shift.

REGULAR SHIFT HOURS

	<u>Starting Time</u>	<u>Quitting Time</u>
Sunday through Thursday	10:30 P.M.	7:00 A.M.
Mon. - Fri.		

Shift Premium ~~thirteen~~ cents (\$.13) per hour.

MODIFIED SHIFT HOURS
(As defined in Article 9.2)

DAY SHIFT

Regular Week - 7:00 A.M. Monday to 7:00 A.M. the following Monday.

The Work day is a 24 hour period beginning with the established starting time of the shift.

	<u>Starting Time</u>	<u>Quitting Time</u>
Monday through Friday	7:00 A.M.	3:00 P.M.

AFTERNOON SHIFT

Regular Week - 3:00 P.M. Monday to 3:00 P.M. the following Monday.

The Work Day is a 24 hour period beginning with the established starting time of the shift.

	<u>Starting Time</u>	<u>Quitting Time</u>
Monday through Friday	3:00 P.M.	11:00 P.M.

Shift Premium *eleven cents (\$.11)* per hour.

NIGHT SHIFT

Regular Week - 11:00 P.M. Sunday to 11:00 P.M. the following Sunday.

The Work Day is a 24 hour period beginning with the established starting time of the shift.

	<u>Starting Time</u>	<u>Quitting Time</u>
Sunday through Thursday	11:00 P.M.	7:00 A.M.
Mon. Fri.		

Shift Premium *thirteen cents (\$.13)* per hour.

All Lunch and Break Periods to be scheduled by Departments.

APPENDIX "E" - LETTERS OF UNDERSTANDING

The following Letters of Understanding were agreed to by the Union's Negotiating Committee and the Company's Negotiating Committee during the course of the 2005 contract negotiations, and are printed in their entirety.

LETTER OF UNDERSTANDING #1

The Company for many years as a courtesy to senior employees has been willing to honor reasonable requests on the part of employees to be assigned to specific workstations within their classification and department, that have been vacated for any of the reasons listed in Article 22.1 (a) of the Collective Bargaining Unit Agreement. It is the intention of the Company to continue to approve the requests of senior employees to be assigned to particular work stations within their classification so long as granting such request does not reduce efficiency within the classification.

Senior employees within the Department, in the classification, will have twenty-four (24) hours to request a job. The Company may fill the job during the twenty-four (24) hour period by job assignment until such time as the senior employee who made a request is determined.

This letter in no way restricts the right of the Company to make daily job assignments, nor will it be considered as job seniority on the work station assignment the employee requested. This letter will not be valid during any rebalance of a group of assembly line.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

**Steve Jones,
Directing Business Representative**

**Jeff Durham,
Sr. Director of Operations**

**Gary Jarvis,
Shop Committee Chair**

**Bill Townsend,
Director of Human Resources**

**Rich Sikora,
Shop Committee Member**

**Steven Morris,
Human Resources Generalist**

**Jim Lingas,
Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: July 22, 2005

LETTER OF UNDERSTANDING #2

EMPLOYEE INVOLVEMENT

Purpose

Establish a framework and partnership for involving employees in continuous improvement activities that will strengthen Maytag Herrin's competitive position.

Objectives

Build upon a work environment that involves employees in workplace decision-making and continuous improvement activities.

Improve communication and access to information for employees and the Union Committee.

Improve the skill level, education, training and capabilities of our skilled workforce.

Strengthen and expand upon the current team based structure.

Improve business results in the areas of Safety, Product Quality, Costs and Delivery and thereby increase the Herrin facility's value to Maytag.

Focus

1. Safety and Health
2. Ergonomics
3. Quality
4. Scrap
5. Energy
6. Materials

Approach

The approach used to achieve the objectives will be to involve employees in improvement activities in virtually everything we do. The involvement will take many forms, from participation on a variety of teams, to focused improvement programs, such as W.I.S.H., to Continuous Improvement events. The type of involvement required is dependent on the nature and complexity of the issue being addressed.

A Continuous Improvement Joint Steering Team will be established. It will consist of fifty percent (50%) Union employees and fifty percent (50%) Salaried. The Union Shop Committee will select the Union's members of the Steering Team.

The Team will meet monthly at a predetermined time. The purpose of these meetings will be to share information, discuss recommendations for improvement and agree on procedural changes to the Continuous Improvement Process.

Employee Involvement Commitments

It is the intent that no employee will be laid off or provided less than forty (40) hours of work per week as a result of involvement in continuous improvement activities. Any reduction in employment due to continuous improvement will be handled through attrition. If labor efficiencies are realized, the most junior employee that would otherwise be laid off, will be retained on the payroll in a Labor Pool until they can be placed in an open position or a position occupied by a probationary employee.

Employee's pay levels that are affected by continuous improvement will be grandfathered for thirty (30) days at their current rate of pay.

Employee involvement and training will be compensated in accordance with Article 32.2 of the collective bargaining unit Agreement. Overtime will be paid in accordance with Article 10 of the collective bargaining unit Agreement.

Participation in continuous improvement activities will be voluntary, and no employee will be disciplined for failure to volunteer.

The collective bargaining unit Agreement will continue to rule all areas unless specifically addressed. All issues of disagreement not resolved by the Steering Team may be subject to the Grievance Procedure within the collective bargaining unit Agreement.

The Union Shop Committee and Management will strive to work together through participation on the Steering Team to create an environment where continuous improvement activities are part of the culture at Maytag Herrin.

Any Steering Committee(s) established will have members selected by the Union Committee for bargaining unit members. The Company will select Salaried members.

All meeting time, training, and expenses of the Joint Committees shall be paid by the Company.

Maintenance and Tool Room work that may be required during an event will be assigned to the appropriate Trade.

No employee on any Team will be given any preferential treatment in exchange for their participation in a Team event or training. Disputes arising out of the application of this provision will be resolved by the Steering Committee.

Union Representatives and Team Members will have access to the Vice President of Operation's Staff as well as other Management.

The Union will be free to withdraw its support at any time if it finds that any Union member(s) have accepted money, benefits, or receive preferential treatment in exchange for their participation in this program.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

Steve Jones,
Directing Business Representative

Jeff Durham,
Sr. Director of Operations

Gary Jarvis,
Shop Committee Chair

Bill Townsend,
Director of Human Resources

Rich Sikora,
Shop Committee Member

Steven Morris,
Human Resources Generalist

Jim Lingas,
Shop Committee Member

Nancy Gray,
Shop Committee Member

Mike Stoner,
Shop Committee Member

Date: July 22, 200573

LETTER OF UNDERSTANDING #3

OVERTIME EXTENDING INTO WEEKEND SHIFT

When overtime extends into a weekend shift, employees within the affected classifications, on the next shift will be called in, if it is anticipated that the work being performed may extend more than two (2) hours into the next shift.

This understanding will in no way diminish the Company's right to temporary transfer as outlined in Article 21.3.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

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Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: July 22, 2005

LETTER OF UNDERSTANDING #4

Four Ten Hour Shifts/ Three Twelve Hour Shifts

During the 2005 negotiations the Company and the Union discussed the implementation of four ten-hour shifts and or three twelve-hour shifts. The following represents the understandings reached should this schedule be implemented.

- 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 pay will be paid one and one half (1½) times the employee's regular rate of pay for all hours worked in excess of forty hours in a pay period. Double time will be paid for all hours worked in excess of 48 hours in a pay period.*
- 5) *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.*
- 6) *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.*
- 7) *An employee working this schedule will receive jury service pay per Article 31.2 of the agreement except that it will be for up to ten hours pay at their regular hourly rate.*
- 8) *Holidays not worked and vacation will be considered as time worked for the purpose of calculating the excess of forty (40) hours in a pay period.*
- 9) *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.*
- 10) *An employee working this schedule will be entitled up to thirty (30) hours bereavement.*
- 11) *An employee working this schedule will be entitled to vacation days per Article 16 in the contract and will be required to use one (1) day of vacation for each day scheduled.*

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 paid one and one half (1 ½) times the employee's regular rate of pay for all hours worked in excess of thirty-six (36) hours in a pay period. Double time will be paid for all hours worked in excess of 48 hours in a pay period.**
- 7) 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.**
- 8) 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.**
- 9) Holidays not worked and vacation 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 jury service pay per Article 31.2 of the agreement except that it will be for up to twelve (12) hours pay at their regular hourly rate.**

- 11) An employee working this schedule will receive two (2) times their hourly rate plus twelve (12) hours holiday pay, when a designated holiday falls during their regular workweek and the holiday is worked.**
- 12) An employee working this schedule will be entitled up to thirty (36) hours bereavement**
- 13) An employee working this schedule will be entitled to vacation days per Article 16 in the contract and will be required to use one (1) day of vacation for each day scheduled.**
- 14) Twenty (20) minutes will be scheduled for the paid lunch period.**
- 15) For both the 4/10's and the 3/12's Alternative Work Schedules, three 10 minute breaks will be provided each shift.**

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Home Laundry
Products
Herrin, Illinois**

**Steve Jones,
Directing Business Representative**

**Jeff Durham,
Sr. Director of Operations**

**Gary Jarvis,
Shop Committee Chair**

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**Jim Lingas,
Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: July 22, 2005

**LETTER OF AGREEMENT #4
CONCERNING
LETTER OF UNDERSTANDING #4
OVERTIME PAYMENTS FOR WEEKEND SHIFT**

Employees working 3-12 hour shifts as described in Letter of Understanding #4 will be eligible for a minimum overtime payment of 1.5 times the hourly rate for all hours worked on the forth work-day and for hours worked beyond 36 in any week, provided the employee has worked all scheduled shifts in that week.

Any employee working their three scheduled twelve-hour shifts for that week will be paid (40) forty hours for (36) thirty-six hours worked.

This Letter of Agreement applies only to the 3-12 hour shifts as outlined Letter of Understanding #4 and will not be used or applied to any other current and or future language or agreements made between the Union and the Company.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

**Steve Jones,
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Shop Committee Member**

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Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: September 28, 2005

LETTER OF UNDERSTANDING #5
SUBCONTRACTING

The Company agrees to continue the practice of working an equal number of maintenance employees on Saturdays, Sundays and Holidays when subcontractors are working in the plant performing work normally performed by maintenance personnel.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

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**Jeff Durham,
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Shop Committee Member**

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**Jim Lingas,
Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: July 22, 2005

LETTER OF UNDERSTANDING #6

Quality Audit/Warehouse Inspection Overtime.

Overtime related to auditing will be offered first to the Lab Floor Inspectors. If there are no Lab Floor Inspectors that volunteer to work or additional inspectors are required, the overtime will be offered to qualified Floor Inspectors who work in the assembly areas on the shift in seniority order. If there are not enough volunteers, the work will be assigned to the least senior qualified Floor Inspectors who work in the Lab or assembly areas.

In the event Inspectors are needed to work in the Warehouse during rework and/or repair of finished goods, the overtime will be first offered to qualified Floor Inspectors from the product line affected. If there are not enough qualified Floor Inspectors who volunteer from the product line affected or additional qualified Floor inspectors are needed, the work will be offered to qualified Floor Inspectors who work in the Lab and the other product line area on the shift in seniority order. If there are not enough volunteers, the work will be assigned to the least senior qualified Floor Inspectors who work in the Lab or assembly areas.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
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Herrin, Illinois**

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**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: July 22, 2005

LETTER OF AGREEMENT #7 SMOKING/TOBACCO USE POLICY

Effective January 1, 2002, smoking and the use of all tobacco products will be prohibited in all indoor areas of the Employer's property except in those areas designated for tobacco use. A committee of four (4) salaried employees (two [2] who use tobacco products and two [2] who do not use tobacco products) appointed by Management and six (6) bargaining unit employees (three [3] who use tobacco products and three [3] who do not use tobacco products) will review existing break areas and identify those to be designated as tobacco use areas. If a tobacco use break area is eliminated or moved, the tobacco committee will be notified and determine if another existing area needs to be designated.

The following progressive discipline will be used under this policy for employees who violate the rule within a twelve (12) month period (unless in an area where smoking poses a potentially life threatening situation, then Group II, Rule #3 will apply):

- 19. First Offense: Verbal Warning
- 20. Second Offense: Written Warning
- 21. Third Offense: Final Written Warning plus three (3) day
Disciplinary Suspension
- 22. Fourth Offense: Discipline up to and including discharge.

Any employee disciplined under this policy may take up the matter through the Grievance and Arbitration Procedures as outlined in the collective bargaining unit Agreement.

Employees may access nicotine replacement therapy prescription medications through the prescription drug program. The program currently provides one (1) fill (maximum of 90 days) per year with a total of three (3) fills per lifetime with appropriate co-pays. The following prescription medications are presently covered:

Habitrol Patches
Nicotrol Inhalers
Nicotrol Patches
Zyban Tablets
Pro-step Patches

In the event that these medications become available over-the-counter, they will no longer be covered under the prescription drug program.

**For: International Association
of Machinists and
Aerospace Workers, District 111
and Affiliated Lodge 554**

**For: Maytag Herrin Laundry
Products
Herrin, Illinois**

**Steve Jones,
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Shop Committee Member**

**Nancy Gray,
Shop Committee Member**

**Mike Stoner,
Shop Committee Member**

Date: July 22, 2005

**PERMANENT POSTING
MAYTAG HERRIN LAUNDRY PRODUCTS
ALCOHOL AND DRUG ABUSE POLICY
EFFECTIVE DATE: JANUARY 1, 2001**

1. **PURPOSE:** Maytag believes all employees have a right to work in an alcohol and drug-free environment and to work with others who are free from the effects of alcohol and drugs. Employees who abuse alcohol or use illegal drugs are a danger to them themselves, their co-workers and the Company. We recognize the key to this effort is to encourage employees to seek treatment as needed by publicizing this policy, fostering an environment which is free of alcohol and drug abuse, and providing deterrents to the abuse of alcohol and drugs.
2. **DEFINITION OF TERMS:**
 1. **Abuse of alcohol or a legal drug:** Any use of alcohol or a legal drug which impairs an individuals faculties (other than prescribed use of a legal drug in accordance with applicable medical directions.)
 2. **Alcohol:** Ethanol, isopropanol, or methanol.
 3. **Company Premises:** Includes all areas in which the Company operates, including but not limited to property of any nature owned or leased.
 4. **Drug:** Any drug or substance defined as a Controlled Substance and included in schedule I, II, III, IV, or V under the Federal Controlled Substances Act, 21 U.S.C. 9801 et seq.
 5. **Legal Drug:** A drug for which the employee has a valid prescription or an over-the-counter drug.
 6. **Sample:** A sample from the human body, such as urine, blood, saliva, or hair, capable of revealing the presence of alcohol or other drugs, or their metabolites. Sample does include blood in situations where a blood test was made on an employees involved in a workplace accident.
3. **POLICY:** In implementing the general principles stated above, this Alcohol and Drug Policy is effective, and supersedes all prior

Maytag Herrin Laundry Products policies and statements relating the use and abuse of alcohol and drugs. This policy applies to all Hourly and Salaried employees of Maytag Herrin Laundry Products and all applicants for employment with Maytag Herrin Laundry Products. The general policy rules also apply to employees of contractors and sub-contractors when they are on Company premises.

Maytag Herrin Laundry Products encourages employees with a substance abuse problem or dependency to seek professional assistance or notify Human Resources so they may be referred to proper assessment agencies. Assessment, counseling and rehabilitation will be made available through the Employee Assistance Program and group health insurance for any employee who needs assistance in dealing with a drug, alcohol or substance abuse problem. Specific benefits available under those programs will be set forth in separate documents. Employees who need assistance are encouraged to volunteer for counseling and/or rehabilitation before their problem leads to a situation which could jeopardize their employment. Employees who volunteer for counseling in this manner before they have a job related problem will not be subject to discipline. All requests for assistance will be handled in a confidential manner. Such employees who are diagnosed or evaluated as chemically dependent and are undergoing treatment for substance abuse may be granted a medical leave of absence to undertake rehabilitation treatment. Such employees must cooperate fully and will not be permitted to return to work until a release is presented to Human Resources certifying participation and/or completion of a treatment program. Due to circumstances in some cases, leave requests may not be approved. Employees must satisfy all requirements under the applicable medical leave of absence policy. All employees completing rehabilitation programs will be expected to comply with this policy.

Appropriate disciplinary action for attendance problems, violations of this policy, or poor work performance cannot be avoided by an after-the-fact request for assistance or rehabilitation. Consequently, the employee should act promptly to identify any problem and seek rehabilitation before the problem impacts job performance, including attendance. Employees who are discharged for violation of this policy (except violations of A., B, or C. of the Procedures listed below in Section IV), poor attendance related to substance abuse, or poor work performance related to substance abuse may apply for reinstatement once under this policy. Applications for reinstatement by employees will be considered based on the reason for the discharge. Employees who are discharged for reasons other than those listed above will be ineligible for reinstatement under this policy. Employees who apply for reinstatement under this policy will be assessed/evaluated and required to undergo and successfully complete treatment for their substance abuse as determined by a counselor approved by Maytag. Employees who fail to complete their prescribed treatment plan will be discharged.

4. PROCEDURES: The following conduct is prohibited.

- 1. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs, or unauthorized controlled substance, prescription drugs not prescribed for the individual's use, or drug paraphernalia, (hereinafter referred to as Illegal Drug), on Company premises or on Company business or in Company supplied vehicles or during working hours.**
- 2. Unauthorized use, manufacture, distribution, dispensation, possession or any sale of alcohol on Company premises or on Company business, in Company supplied vehicles or during working hours.**
- 3. Storing Illegal Drugs or alcohol in a cabinet, desk, automobile or other repository on Company premises.**
- 4. Being under the influence of Illegal Drugs, or alcohol on Company premises or on Company business, or while operating Company supplied vehicles, or during working hours.**
- 5. Possession, use, manufacture, distribution, dispensation or sale of Illegal Drugs off Company premises that may adversely affect the Company's interests, the employee's work performance, attendance, or his own or other's safety at work as determined by the Company.**
- 6. Having Illegal Drugs in the employee's system while on Company premises or on Company business, in Company supplied vehicles or on work time as evidenced by a positive confirmed drug test.**
- 7. Having a blood alcohol concentration level (BAC) of .06 or higher (expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent) while on Company premises or on Company business, while operating Company supplied vehicles or on work time is considered a positive alcohol test result and violates this policy.**

2. AUTHORIZED USE OF PRESCRIBED MEDICINE

Employees may maintain their prescription drugs on Company premises provided the drugs have been prescribed by a doctor for the person in possession of the drugs. Employees must keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and prescribing doctor. Any drugs which may affect an employee's behavior or physical or mental ability to perform their job, must be reported to Human Resources, who will determine whether there should be a change in the employee's current job assignment. Employees shall not take prescription drugs prescribed for another person.

3. ENFORCEMENT

- A. Any employee who violates this policy will be subject to disciplinary action up to and including immediate discharge.**
- B. Maytag Herrin Laundry Products reserves the right to require employees to consent and submit, as a condition of continued employment, to breath, saliva, urine and/or blood tests or examinations to assist in determining whether there has been a violation of this policy. A list of when employees may be tested for Drugs and Alcohol is as follows:**
 - 1. A drug and/or blood alcohol test will be required for any employee who suffers or contributes to a work related accident requiring the medical treatment of a doctor for himself or another employee or involves property or equipment damage over \$1,000.00. Such tests will be conducted as soon as possible following the accident or incident.**
 - 2. Whenever Maytag Herrin Laundry Products has a reasonable suspicion that the employee is using drugs or is under the influence of or is impaired by alcohol. Examples of reasonable suspicion are:**
 - a. Observations made at work, such as direct observation of alcohol or drug use or of the physical symptoms of being impaired due to alcohol or drug use,**
 - b. Abnormal conduct or erratic behavior while at work.**
 - c. Evidence that an individual has tampered with any alcohol or drug test during the individual's employment.**
 - d. Evidence that the employee has caused an accident while at work resulting in personal injury or injury to another employee, property damage, including damage to equipment.**
 - e. Evidence that the employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working, or while on the Employer's premises or while operating the Employer's vehicle, machinery or equipment.**

An employee who has a chemical dependency and has completed a rehabilitation program shall also be required to consent and submit to an appropriate test as a condition of reinstatement upon completion of a drug and alcohol treatment or counseling program after completing rehabilitation. Such employee shall also be subject to post-rehabilitation monitoring by unannounced testing of up to three (3) times in a twelve (12) month period, two years from the date the employee is released to return to work.

12) ADDITIONAL TESTING PROVISIONS.

A. An employee's refusal to submit to a drug or alcohol test when requested to do so will be considered gross misconduct and grounds for immediate discharge. Refusal to submit may be defined as not promptly providing an adequate breath or urine sample or engaging in conduct that clearly obstructs the testing process.

B. Prior to the Company receiving the results of the employee's drug test based on reasonable suspicion, the employee's employment with the Company may be suspended without pay, pending the outcome of the test. If the result of the test does not violate this policy, the employee will be reinstated with back pay including scheduled overtime.

C. The following is a list of drugs for which employee testing may be conducted:

Marijuana;

Cocaine;

Opiates (including morphine and codeine);

Phencyclidine;

Amphetamines (including methamphetamine).

4. Confirmatory tests are conducted before it is determined that prohibited drugs are detected. Illegal Drugs or other prohibited items discovered through searches or inspections will be turned over to proper law enforcement authorities.

5. The drug testing sample will be split, and the employee has a right to request and obtain a confirmatory test of the sample at an approved laboratory of the employee's choice but at their own expense. The actual costs for testing (other than for the second confirmatory test if one is requested as provided above) are paid by the Company. If the sample collection is conducted at a place other than the employee's normal work site, the Company will provide transportation, or pay reasonable transportation costs to the employee.

3. Maytag Herrin Laundry Products reserves the right to revise this policy if deemed necessary. Any revisions made to this policy other than those required by law, will be negotiated with the Union. This provision does not apply to revisions made that do not apply to IAM bargained for employees.

Questions on this policy should be directed to the Human Resource Department.

**CONSENT AND RELEASE FORM FOR DRUG
AND ALCOHOL POLICY**

As a condition of continued employment by Maytag Herrin Laundry Products, (the Company), I voluntarily consent to testing for controlled substances and/or alcohol in accord with the Company's policies and procedures.

I also consent to the release of the test results to Company personnel involved in the testing process, to appropriate management personnel and hereby authorize any entity conducting a drug screen and/or blood alcohol test to release either: (1) my refusal to consent to such test or (2) the test results to the Company.

I understand that any refusal to consent to testing for controlled substances and/or alcohol or a positive test result will disqualify me from continued employment with the Company. If I am asked to begin work for the Company before the test is administered or before test results are obtained, my employment is conditional only. Employment by the Company is dependent on a negative test result.

My signature indicates that I understand the necessity of this testing and consent to these procedures.

Signature

Print Name

Date

DISCLAIM NOTICE

The following pages are the current Company Work Rules for Maytag Herrin Laundry Products and are provided within this copy of the current Agreement only for reference and the convenience of the employee(s). These Work Rules are in no way a part of the current Agreement.

The Company maintains the right to modify or change these rules as the need may occur.

MAYTAG HERRIN LAUNDRY PRODUCTS EMPLOYEE WORK RULES PLANT DRESS REQUIREMENTS

Employees will not be allowed in the plant unless properly attired, as follows:

- (a) All-leather uppers on shoes which fully cover toes, heels, soles, and insteps. (no high heels)
- (b) Slacks or pants which extend down to cover the knees. Shorts below mid-thigh in length are allowed May - October.
- (c) Shirts or blouses which cover the shoulders and extend down to cover the waist. ("tank tops" are allowed May - October).
- (d) Safety glasses.

The above applies only for employees who work in the factory area. It does not apply to employees who work full-time in the office areas, except all employees must wear safety glasses.

Additional dress requirements (i.e., ear protection, cuffs, gloves, etc.) in some departments will be required to properly protect employees. These will be posted by the Supervisor of the department.

GROUP I

Discipline 1st Offense: Written Warning
2nd Offense: Final Written Warning
3rd Offense: Discharge

- 1. Failure to follow Dress Requirements (see above).
- 2. Failure to apply normal productive effort on an assigned job.
- 3. Failure to exercise reasonable care while on Company premises so as to avoid occupational injury or illness.
- 4. Failure to observe parking and/or traffic regulations on Company property.
- 5. Distribution of unauthorized literature on Company property.
- 6. Solicitation of, or by, employees for sale of tickets, merchandise, publications, etc., on Company property without written permission from the Human Resources Department.
- 7. Collection of funds without written permission from the Human Resources Department. (Permission not required to collect for flowers for illnesses or death, or "going-away" gifts for departing employees.)
- 8. Use of cellular telephones while on the job unless required by duties.

GROUP II

Discipline 1st Offense:Final Written Warning

2nd Offense:Discharge

1. Failure to report to First Aid, and/or Supervisor, an accident or injury promptly (defined as within the shift it occurred).
2. Failure to report for Company-scheduled physical examination, in relation to alleged plant injury, without acceptable excuse.
3. Smoking in an area that has the potential of being a life threatening situation.
4. Loafing during working hours (if intentional avoidance of work – Group III).
5. Being away from designated work area for any reason other than Company business without first obtaining Supervisor's permission (Personal emergencies excepted unless abused.)
6. Using profane language of a personally degrading nature to any other person while on Company premises.
7. Withholding and forwarding of more than one indebtedness by the Employer to satisfy the conditions of a wage deduction summons. (Example: Second occurrence of a wage deduction summons from a different company will result in discharge.)
8. Running in the plant, or participating in "horseplay". (If "horse play" takes the form of possible injury, or damage to equipment – Group III.)
9. Careless handling of machinery, parts or equipment. (The seriousness of the act may result in penalties up to and including discharge.)
10. Intentionally contributing to unsanitary conditions or poor housekeeping.
11. Entering or leaving the plant through any openings other than the designated employee entrance doors. (Except when part of job assignment.)
12. Gambling in any form.
13. Entering the plant at any time other than the designated shift without prior permission from management. (This does not apply to exempt salaried employees.)
14. Failure to properly wear and/or display identification badge.
15. Unauthorized use of Maytag Communications System.

GROUP III

Discipline

1st Offense: Discharge

1. Falsely stating or making claim for illness or injury.
2. Refusing to wear, or use, required safety clothing or equipment.
3. Adjusting, modifying, removing, bypassing or altering any safety device or procedure in any way which will render them less than fully useful for their intended purpose.
4. Falsifying any reports or records, including, but not limited to personnel, payroll, absence, medical or production records.
5. Stealing or removal of Company or another person's property without proper written authorization.
6. Intentional abuse or destruction of Company or another person's property.
7. Refusing to submit to inspection of autos, lunch boxes, purses or other containers when entering, leaving, or while on Company premises.
8. Clocking in or out another person's badge.
9. Personal possession on Company premises of gambling devices, unauthorized photographic equipment, slugs or counterfeit coins, firearms (loaded or unloaded) or other weapons.
10. Intentional avoidance of work or sleeping during working hours.
11. Fighting or inciting a fight on Company premises (this includes pulling, pushing or shoving).
12. Insubordinate conduct or refusal to follow any reasonable directive by a Supervisor.
13. Committing any immoral or indecent act while on Company premises.
14. Leaving your department or not returning from lunch without prior notification to your supervisors. (Exception would be a documentable emergency occurring during the lunch period.)
15. Threatening bodily harm to any employee or threatening physical damage to Company or personal property.

REPORT TARDINESS OR ABSENCE BY CALLING:

(618) 988-6200
(618) 988-6201

**PLEASE STATE THE FOLLOWING WHEN YOU GET THE
RECORDED MESSAGE:**

1. YOUR BADGE NUMBER _____
2. YOUR NAME _____
3. YOUR DEPARTMENT _____
4. YOUR SHIFT _____
5. THE DATE YOU CALLED _____
6. THE TIME YOU CALLED _____
7. REASON FOR YOUR ABSENCE _____

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2006

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