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AGREEMENT

BETWEEN

RHEEM SALES COMPANY, INC.
MILLEDGEVILLE PLANT
Milledgeville, Georgia

11/2/04

55 pp.

and

THE UNITED STEELWORKERS
OF AMERICA

AFL-CIO and CLC
LOCAL 9326

Duration: December 16, 2003 - 12/15/06

2004

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TABLE OF CONTENTS

Article No.	Subject	Page
1	Recognition of Union	1
2	Non-Discrimination	2
3	Deduction of Union Dues	2
4	Management Rights	3
5	Subcontracting	4
6	Supervisors Working	4
7	No Strike-No Lockout	4
8	Seniority	5
9	Job Openings	7
10	Temporary Transfers	9
11	Layoffs, Recalls and Realignments	10
12	Leave of Absence	11
13	Jury Duty	12
14	Military Leave	13
15	Funeral Leave	13
16	Rates of Pay and Classifications	14
17	Hours of Work	14
	Rest Periods	16
18	Overtime Pay	16
19	Distribution of Overtime	17

20	Overtime Pay	19
21	Report Pay-CallBack Pay	20
22	Shifts and Shift Differential	20
23	Holidays	21
24	Vacations	22
25	Plant Discipline	24
26	Union Representatives	25
27	Grievance Procedure	27
28	Labor/Management Committee	30
29	Safety and Health	30
30	Bulletin Boards	31
31	Temporary Employees	31
32	Notices	32
33	Pension	33
34	Dental Insurance	34
35	Group Insurance	35
36	Duration of Agreement	37
	Schedule "A" - 12-16-03 To 12-15-04	38
	Schedule "A" - 12-16-04 To 12-15-05	43
	Schedule "A" - 12-16-05 To 12-15-06	48

AGREEMENT
Memorandum of Agreement

It is hereby agreed by and between Rheem Sales Company, Inc., Milledgeville Plant, Milledgeville, Georgia and the United Steelworkers of America, AFL-CIO and CLC, on behalf of Local 9326, that the terms and conditions of the current Agreement will continue in full force and effect from December 16, 2003 until midnight, December 15, 2006 except for the following modifications which are set forth in the attachments to this memorandum.

PREAMBLE

WHEREAS, it is the purpose of this agreement to set forth the agreement between the parties covering wages, hours and working conditions, and to provide an orderly method for the settlement of grievances and for collective bargaining; and

WHEREAS, it is the intent of the parties to assure the continuous, efficient, economical, and profitable operations of the plant;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION OF UNION

1. The company recognizes the Union as the exclusive bargaining agent for all regular-full time production and maintenance employees including group coordinators but excluding temporary employees, all technical employees, sales employees, office clerical employees, professional employees, guards and supervisors as defined in the Act. The term "employee" as hereinafter used in this Agreement shall be deemed to refer only to those employees for whom the Company recognizes the Union as the sole bargaining agent.

2. There shall be no discrimination against any employee because of membership or non membership in the Union.

3. It is the intent and purpose of every employee of the Rheem-Milledgeville Plant to promote and maintain the quality of all products produced.

ARTICLE 2 NON-DISCRIMINATION

The Company and the Union will abide by all applicable Equal Employment Opportunity laws. Both parties agree that the provision of this Agreement shall apply to all employees covered by this Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither will discriminate against any employee on account of race, color, national origin, age, sex, religion, disability or veteran status (veteran, disabled veteran or veteran of the Vietnam era) or other protected class as per applicable law.

ARTICLE 3 DEDUCTION OF UNION DUES

1. During the life of this contract the company agrees to deduct from the pay of each employee covered by this Agreement all dues and initiation fees uniformly required of all members in accordance with the Constitution and By-Laws of the Union, provided the employee involved has signed and the Union has given to the Company an authorization card for such deduction which is in effect at the time of such deductions and which shall be in a form satisfactory to the Company.

2. The Company will forward to the International Secretary-Treasurer of the Union a monthly record of those employees for whom deductions have been made, together with the amounts of such deductions and will remit all sums deducted by the Company to the International Secretary-Treasurer not later than ten (10) working days after the payroll distribution date at which deductions are made. A copy of this record will be forwarded to the Financial Secretary of the Local Union.

3. Adjustments of claims arising from overcharges which have been remitted to the Union shall be the responsibility of the Union. If the Company undercharges, it will make the additional necessary deductions on the next succeeding pay period and immediately remit the amount of the undercharged to the International Secretary-Treasurer of the Union.

4. If an employee is listed for dues deduction and does not have any pay coming on the designated payday, any amount due shall be included in the amount deducted for the following week.

5. The Union agrees to indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities for damage or penalties that may arise out of or by reason of any action that may be taken by the Company for the purpose of complying with the forgoing provisions of this Article, or in reliance on the correctness of any list, cards, or certificate furnished by the Union to the Company.

6. During the life of this contract, the Company will make payroll deductions for voluntary United Way contributions.

ARTICLE 4 MANAGEMENT RIGHTS

1. All inherent and common management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company and the Company shall continue to have the exclusive right to take any action it deems appropriate in the management of the Plant and direction of the workforce in accordance with its judgment.

2. The Company specifically reserves the exclusive rights in accordance with its judgment. To reprimand, suspend, discharge, or otherwise discipline employees for just cause; make or change rules, policies and practices; hire, promote, assign, demote, transfer, layoff, and recall employees to work; select the working force in accordance with the requirements determined by Management; determine the starting or quitting times, number of hours and shifts to be worked, when overtime shall be worked, and to require overtime; to establish, change, combine, or abolish job classifications, and the job content of any classifications; determine the size of the work force, including the number of employees assigned to any particular operation; to establish an Apprenticeship Program; to determine the work pace and work performance levels; maintain the efficiency of employees; to determine parts, services and products to be manufactured or purchased; close down the Plant or any part thereof or expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; determine the number, location and operation of plants and divisions and departments thereof, the products to be manufactured, the schedules of production; control and regulate the use of machinery, equipment, and other property of the company; introduce new or improved development, production, packaging, maintenance, services, sales and distribution methods, materials, machinery and equipment, and otherwise generally manage the Plant and direct the Work Force. The above rights are not all inclusive, but indicate the type of matters or rights which belong to

and are inherent to Management. These rights are vested solely and exclusively with and retained by the Company, subject, however, to the other express provisions of this agreement. Further, the Company agrees that the provisions of this Article shall not be used by the Company for the purpose of discriminating against the Union or any of its members.

ARTICLE 5 SUBCONTRACTING

Whenever possible the Company will advise the Union of any decision that will result in the subcontracting of bargaining unit work.

ARTICLE 6 SUPERVISORS WORKING

Supervisors of Rheem Sales Company, Inc. at Milledgeville, Georgia or other employees of Rheem Sales Company, Inc. at Milledgeville, Georgia, not in the bargaining unit shall not be permitted to perform work in any production or plant maintenance classification except in the following types of situations: (1) in emergencies when regular employees are not immediately available in which case the Company shall make every reasonable effort to secure an employee or employees from within the bargaining unit; (2) in the instruction and training of employees; (3) the start-up and testing of new equipment; (4) to work on experimental or newly modified manufacturing processes.

ARTICLE 7 NO STRIKE - NO LOCKOUT

1. For the duration of this agreement, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, sympathy strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of work at the Company's operation. Any employee violating the provisions of this article may be suspended or discharged by the Company.

2. There shall be no lockout on the part of the Company.

3. All employees who hold a position of officer, agent, committeeman or steward of the Union occupy a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Accordingly, the Union agrees to notify in writing all Union officers, agents, committeemen and stewards of their obligation and responsibility in maintaining compliance with this Article, including their

responsibility to abide by the provisions of this Article by remaining at work during any interruption which may be initiated by others and their responsibility, in the event of breach of Section 1 of this Article by other employees and upon the request of this Company, to encourage employees violating Section 1 of this Article to return to work.

4. The Company has the right to discharge or discipline any employee who violates any provision of this Article or encourages and/or abets in its violation, irrespective of the penalty given any other employee for such conduct.

5. In the event the Company suspends or discharges an employee(s) under this Article, such suspension or discharge shall be subjects for a grievance.

ARTICLE 8 SENIORITY

1. Seniority, for the purpose of this Agreement, shall be established and accrued during an employee's last period of continuous employment with the Company beginning on the date the employee began work after last being hired. If two or more regular employees are hired on the same date, their seniority shall be determined by the earliest birthdate in the calendar year.

2. An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after the employee has been employed for sixty (60) calendar days after the date of last hire. Employees who complete sixty (60) calendar days of employment shall be given seniority retroactive to their most recent date of hiring by the Company. The Company shall have the right to dismiss or discharge probationary employees for any reasons. Probationary employees shall not be permitted to apply for changes of status through the established bid and shift transfer procedures until the probationary period has been completed. New hires will be paid in accordance with the rates listed in Schedule "A".

3. Notwithstanding any of the foregoing provisions of this Article, employees will be terminated if any of the following occurs:

- (a) An employee voluntarily quits of their own accord.
- (b) An employee is terminated for Just Cause.
- (c) An employee refuses recall or fails to report for work within three (3) working days after recall from layoff, unless excused by the Company.

(d) An employee fails to return to work after expiration of a Leave of Absence.

(e) An employee is absent from the payroll due to non-occupational sickness or injury for an amount of time equal to their length of service, but not to exceed one (1) year.

(f) An employee is absent from the payroll due to occupational injury or illness not to exceed eighteen (18) months.

(g) An employee is laid off for a period equal to their length of service, but not to exceed one (1) year.

(h) An employee is absent from work two (2) consecutive working days without proper notification or reasonable excuse for not making proper notification.

(i) An employee works less than two hundred and forty (240) hours in any fourteen (14) month period because of an ongoing non-work related illness or injury. Circumstances of repeated extended medical leaves will be dealt with on a case by case basis.

(j) An employee is absent more than ten (10) consecutive working days without providing written documentation from a licensed health care provider of the need for a medical leave, or having been granted an approved leave of absence.

4. With respect to layoff and recalls to work, the Local Union President and Vice President, and all elected grievance committeepersons as defined in Article 26, Paragraph 1 shall have Super-Seniority over all other employees plant-wide. All Stewards will have Super-Seniority over employees in the departments they represent.

5. A seniority roster will be posted by the Company once each three (3) months at a central location. A copy of this seniority roster shall be given to the Local Union President, Vice President, and all elected grievance committeepersons.

6. The seniority roster shall be deemed to be correct unless mistakes are brought to the attention of Management within two (2) weeks following each posting.

7. Any employee who has been promoted or transferred outside the bargaining unit shall not accrue seniority while out of the bargaining unit, but shall retain all seniority accrued before the transfer. Such employees will return to the bargaining unit in a Labor Grade one (1) to four (4) position.

ARTICLE 9 JOB OPENINGS

1. The Company shall post on a bulletin board all vacancies in Labor Grades five (5) or higher. Each posting shall identify the position, Labor Grade, job requirements, rate of pay, shift, and number of employees required.

2. Each posting shall be posted for forty-eight hours, excluding Saturdays, Sundays, and Holidays, and will expire at the end of the forty-eight hour period. Bids will be awarded to the senior qualified bidder. A copy of job bids will be provided to the Union upon request.

3. Employees who voluntarily disqualify themselves from jobs in Labor Grade five (5) or higher cannot apply for another posted vacancy for a period of six (6) months, from the date of their disqualification.

4. Upward moves may be made when a vacancy exists providing the employee is the successful applicant through the established procedure for that Labor Grade. There is no restriction on the number of times an employee can receive an upward move.

5. Lateral or downward moves may be made when a vacancy exists providing the employee is the successful applicant through the established procedure for that Labor Grade. Such successful applicant will not be permitted to make a further lateral or downward move or move to another shift for a period of nine (9) months.

6. Any employee who bids and is disqualified by the Company within fifteen (15) calendar days will be returned to his/her former bid job, department, and shift, or if from a Labor Grade 4 or lower, assigned to available openings on a plant wide basis.

If the employee disqualifies himself/herself within the fifteen (15) calendar day trial period he or she will be returned to his/her former bid job, department and shift.

If the employee was from a classification in Labor Grade 4 or lower, he/she will be assigned to available openings in Labor Grade 4 on a plant wide basis.

The fifteen (15) day trial period may be extended by mutual agreement between the Company and the Union.

7. *Qualifications for job bids shall include job related experience, prior training, special education, ability and seniority. Tests to measure job knowledge, ability and aptitude may be used to help determine the qualifications of employees, for certain job openings. Verbal, written and on-the-job tests may be utilized for this purpose.*

8. The Company will make a good faith effort to transfer the successful bidder to the new job within ten (10) working days, and in any event will pay the successful bidder after five (5) days if the new job has a higher pay rate.

9. Employees in Labor Grades one (1) to four (4) will be allowed to transfer shifts once a year, provided a permanent vacancy exists on the shift to which they are transferring.

10. If a job is posted and no employee bids on the job, then the least senior employee in Labor Grades 1 through 4 plant-wide, currently on the shift where the opening exists, will be placed in the open position. If there is no employee in Labor Grades 1 through 4 on that shift, then the least senior employee in Labor Grades 1 through 4 on the other shifts will be placed in the open position. At the employee's request, the job will be rebid after ninety (90) calendar days. If again, no employee bids on the job, then the incumbent will remain in the position unless there is a least senior employee in Labor Grades 1 through 4 currently on the shift where the job exists. If there is a less senior employee in Labor Grades 1 through 4 on the same shift, then he will be placed into the position. If there is not a less senior employee on that shift, then the least senior employee on any other shift will be placed into the job.

11. *When an employee permanently vacates job duties in a classification in Labor Grades 1-4, that set of job duties will be offered to the senior employee in Labor Grades 1-4 within the department and shift. If the senior employee declines the offer, the next most senior employee will be offered the job duties; this process will continue until the set of job duties is assumed. Only one such move will be made; once the job duties have been accepted, the resulting vacancy will be filled by employees within the department in Labor Grades 1-4.*

It is understood that employees in Labor Grades 1-4 may be moved to accommodate employees who are on restricted duty due to worker's compensation injuries or illnesses.

ARTICLE 10 TEMPORARY TRANSFERS

1. When it becomes necessary to temporarily transfer employees as a result of business conditions, vacation scheduling, replacing employees on leave of absence, etc., the Company can temporarily transfer employees for up to five (5) consecutive working days unless extended by mutual agreement between the Company and the Union. When all other considerations are equal, supervisors should transfer employees according to seniority. In a case where skill, knowledge, or work ability indicate the need to utilize certain employees in certain jobs, temporary transfers may be made for up to five (5) days regardless of seniority. If the transfer is to a lower rated classification, the employee will continue to receive their current rate of pay, if the transfer is to a higher rated classification, the employee will receive the rate of the new classification in line with their skills and abilities. Temporary employees will be transferred from one department to another before regular employees provided they have the ability to perform the assigned job duties immediately.

2. Temporary transfers between six (6) working days and forty-five (45) working days will be effected in the following manner:

- a. If the transfer is to the same or a lower rated classification, the junior employee from the losing department will be transferred. They will receive their current rate of pay.
- b. If the transfer is to a higher rated classification, the senior qualified employee from the losing department will be offered the opportunity to transfer. They will receive the rate of pay of the new classification in line with their skills and abilities.

3. Temporary upgrades known to be of forty-six (46) working days or more will be posted as temporary vacancies unless mutually extended by the parties. The senior qualified bidder will be selected for the position and will be placed in the job until the original incumbent returns to work. If the job is filled by an employee in a bid job, their job will be filled on a temporary basis, by the senior qualified employee in the department. A copy of the results of temporary bids will be provided to the Union.

4. Temporary transfers shall not be used to circumvent the job bidding procedures.

ARTICLE 11 LAYOFFS, RECALLS AND REALIGNMENTS

In the event of a reduction of workforce or realignment of the work force for an anticipated period exceeding four (4) weeks, the following procedure shall occur:

- a) All employees within each affected classification in a department will be sorted in seniority order, regardless of shift. The employees with the least seniority within a selected classification and department will be displaced first.
- b) *The most senior employee within a classification displaced from his or her job shall have the right to bump the least senior employee on any shift in equal or lower jobs in their department provided all of the following requirements are met:*
 - 1) The employee must have greater seniority than the bumped person.
 - 2) The employee must have previously been permanently assigned to the job into which he or she bumps for a continuous period of at least 120 days during the previous two (2) year period. This restriction will not apply for classifications in Grades 1-4.
 - 3) The employee must be able to perform the job into which he or she bumps on an immediate basis.
 - 4) They must not have been disqualified from the position during the term of their employment.
- c) Employees who are displaced from their jobs in a layoff or realignment and have no bumping rights under (b) above, or those who choose not to bump under (b) above shall displace the least senior employee in Labor Grades 1-4 plant wide on any shift.
- d) Probationary and temporary employees will be laid off first. Next, after the senior employees have exercised their bumping rights under a,b,c above, the least senior employees in Labor Grades 1-4 plant wide will be laid off.

- e) An employee displacing another employee shall receive the lesser of (1) the top rate of the job or (2) his or her rate on the prior job, in which case his or her rate will progress forward in the new wage progression schedule as if the employee had occupied the new classification for the number of months indicated by the wage level at which the employee enters the new classification.
- f) A layoff of five (5) consecutive regular workdays or less shall be considered a temporary reduction of the work force and the employee with the least seniority within a selected classification, department, and shift will be displaced first.
- g) Employees in Labor Grades 1-4 who are on layoff status will be recalled in reverse order of layoff. Those employees in Labor Grades higher than 4 will be recalled to their job classification and department in reverse order of layoff.
- h) Employees in Labor Grades higher than 4, who have been displaced from their job classifications, will be recalled to their job classification and department in reverse order of their displacement.
- i) Employees who have been displaced from their bid positions in a realignment will retain recall rights to their previous department and classification, and shift for up to three (3) years.

ARTICLE 12 LEAVE OF ABSENCE

1. The Company may grant an unpaid leave of absence to employees upon written approval of management. Leaves of absence will not exceed thirty (30) calendar days or be less than five (5) working days, and may be extended only upon written approval of Management. A copy shall be given to the Chairperson of the Union or a designated representative.

2. SPECIAL LEAVE - The Company shall grant a special unpaid leave of absence for up to five (5) employees to conduct Union business, convention attendance, community fund drives, and other recognized and approved community projects. Such special unpaid leave of absence will not exceed thirty (30) calendar days at any one time, or more than sixty (60) calendar days in any twelve (12) month period.

3. UNION LEAVE - Leave of absence for one (1) year will be granted without pay for one member of the Union selected to work full time by the Union in an official capacity, and the seniority of such employee shall be unbroken by this leave of absence. All benefits except for pension benefits, prior job, in which case his or her rate will progress forward in will be paid by the Union during aforementioned union leave of absence. Pension benefit accrual will be borne by the Company. Such leave of absence may be extended by written approval of the Company.

4. Leaves of absence approved by Management will not effect an employee's seniority standing. Employees while on leave to represent the Local Union shall be allowed to enter the plant to conduct Company-Union business upon approval of Management.

5. If an employee does not return at the expiration of the leave of absence they will be discharged.

6. Employees will be excused from work for up to four (4) hours per calendar quarter to attend parent-teacher conferences for their children. In order for this time to be excused the employee must notify the Company at least twenty four (24) hours in advance, and provide documentation of the scheduled conference from the school or the teacher to the Human Resources Department.

ARTICLE 13 JURY DUTY

Employees who are called for Jury Duty shall be excused from work for the day(s) on which they serve and shall receive, for each day of Jury Duty served, exclusive of Saturdays, Sundays and Holidays on which the employee otherwise would have worked, the difference between eight (8) times their straight time hourly rate, exclusive of shift differential, and the payment they receive for Jury Duty. Employees must present proof of Jury Duty and amount of pay received before the Jury Duty pay will be processed. Jury Duty pay will be allowed for up to a maximum of twenty-four (24) working days during each year of this Agreement.

ARTICLE 14 MILITARY LEAVE

1. Military leaves of absence will be granted in accordance with the Federal Laws and regulations. Seniority rights and other job retaining rights will be recognized and followed according to Federal Regulations.

2. Employees required to serve temporary military duty, such as Reserve or National Guard summer camp training, will be granted an unpaid leave of absence for these occasions in accordance with Federal Regulations.

ARTICLE 15 FUNERAL LEAVE

1. In the event of death of a member of an employee's immediate family (spouse, mother, father, legal guardian, sister, brother, son, daughter, mother-in-law, father-in-law, spouse's grandparents, step-parents, grandparent, or grandchild) the employee will be granted time off with pay for twenty-four (24) hours regardless of the day of the funeral. Pay for Funeral Leave will be at the employee's straight time hourly rate, exclusive of shift differential. Any other relative not specifically mentioned will not be covered in this clause. In order to be eligible for funeral pay, the employee must not be on medical or personal leave of absence, and must have been on the active payroll on the day of the relative's death. In the case where the employee on leave is scheduled to return to work within seven (7) calendar days of the date of death, he will be eligible for funeral leave and pay upon his return. An employee eligible for paid funeral leave will also be granted three (3) additional unpaid days funeral leave to be taken in conjunction with the paid funeral leave.

2. The Company will grant unpaid funeral leave for up to three (3) days in the event of death to the brother or sister of the employee's legal spouse, or the employee's step-brother or step-sister.

3. The employee shall furnish such written evidence as may be required by the company to substantiate the date of the funeral and the relationship of the employee to the deceased.

ARTICLE 16 RATES OF PAY AND CLASSIFICATIONS

1. Job classifications and base hourly rates of pay shall be as set forth in Schedule A, attached hereto and made part of this Agreement.

2. Whenever it shall become necessary for the Company to establish a new base hourly rate or to adjust an existing base hourly wage rate by reason of inequity, the creation of a new job, development of new manufacturing processes, substantial changes in equipment or job content or improvements brought about by the company in the interest of improved methods and products, the Company shall establish or adjust such base hourly wage rate upon the basis of the rates paid for similar or comparable jobs within the plant. When adjusting existing base hourly rates those people who are currently performing the duties of the job will be assigned to the job. A copy of the job description shall be given to the Local Union President.

If, after a thirty (30) calendar day trial period, a grievance shall be filed by an employee holding such job, or by the Union, alleging that such wage rate does not bear fair relationship to the base hourly wage rates established for other jobs in the plant, the matter shall be handled in accordance with the grievance procedure. It is understood, however, that no grievance shall be deemed to exist unless notice thereof shall be filed within the period commencing thirty (30) calendar days and ending sixty (60) working days after such wage rate shall have become operative. If any grievance or any other grievance relating to the question of proper job classification or base hourly rate of pay shall be submitted to the grievance procedure, the decision therein shall be governed by the principle that the new or adjusted base hourly wage rate shall be established upon the basis that such base hourly wage rate shall be in line with other job classifications and base hourly wage rates in the plant.

ARTICLE 17 HOURS OF WORK

1. The provisions of this Article are intended only to provide a basis for determining the number of hours in respect of which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or week, or as limiting the right of the Company to require such employees to work any specified number of hours (including overtime) either per day or per week.

2. The regular, but not guaranteed work day is eight (8) hours, exclusive of a thirty (30) minute unpaid lunch period, and the regularly, but not guaranteed work week is forty (40) hours between Monday and Friday inclusive. The third (3rd) shift will start their work week on Sunday evening.

3. A day is defined as the twenty four (24) hour period beginning at the start of the employee's regular shift.

4. Departments scheduled for continuous three (3) shift operations will be scheduled for a twenty (20) minute paid lunch break. This applies only to departments where machine/equipment constraints do not allow an employee to perform his duties more than eight (8) hours. Employees who work on Sunday shall be given a twenty (20) minute paid lunch break, provided they work all hours scheduled for that Sunday.

5. The Company will make every possible effort to see that each employee is given his lunch period within the scheduled lunch time for his department or group.

6. In the event an employee is not given a lunch period, said employee shall be paid for that period at his regular rate of pay.

7. Notwithstanding any other provision of this Agreement, the Company shall have the right, on a departmental and shift basis, to select a work week consisting of five (5) days, with eight (8) hours each day (hereinafter referred to as the "five day work week"), and/or a work week consisting of four (4) days, with ten (10) hours each day (hereinafter referred to as "the four day work week"). In order to change from the five day work week to the four day work week or from the four day work week to the five day work week, the Company must post written notice of the change three (3) calendar weeks in advance of the effective date of the change unless mutually agreed by the parties. Employees will work either of the assigned schedules for a minimum of sixty (60) days before changing to the other schedule unless mutually agreed by the parties. Prior to implementation of a new work schedule the Company and the Union will meet to discuss shift starting and ending times.

**FOR THOSE EMPLOYEES WORKING THE FOUR DAY SCHEDULE
THE FOLLOWING TIME WILL BE PAID AT TIME AND ONE-HALF**

1. ALL HOURS OVER 10 IN ONE WORK DAY
2. ALL HOURS OVER 40 IN ONE WORK WEEK
3. ALL HOURS WORKED ON FRIDAY
4. ALL HOURS WORKED ON SATURDAY

FOR THOSE EMPLOYEES WORKING THE FOUR DAY SCHEDULE THE FOLLOWING TIME WILL BE PAID AT DOUBLE TIME:

1. ALL HOURS WORKED ON HOLIDAYS (+ HOLIDAY PAY)
2. ALL HOURS WORKED ON SUNDAY
3. ALL HOURS OVER 12 IN ONE WORK DAY

FOR THOSE EMPLOYEES WORKING THE FOUR DAY SCHEDULE THE FOLLOWING WILL APPLY:

FUNERAL LEAVE - 24 HOURS PAY PER OCCURRENCE	
JURY DUTY -	MAKE UP TO 10 HOURS PER DAY
REPORTING -	4 HOURS PAY
VACATION (1 DAY) -	8 HOURS PER DAY
HOLIDAY -	8 HOURS FOR EACH DAY OBSERVED

REST PERIODS

8. Employees shall be entitled to two (2) ten (10) minute rest periods during a shift of eight (8) hours or more, one (1) ten (10) minute rest period during the first half of the shift, and one (1) ten (10) minute rest period during the second half of the shift. If overtime is scheduled for nine (9) or more hours an additional ten (10) minute break will be given after eight (8) hours.

ARTICLE 18 OVERTIME PAY

1. Overtime shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, whichever is greater, but not both.

A. Saturday Work

All work performed on Saturday shall be paid at one and one (1 1/2) times the employee's hourly rate, provided the employee has worked all of his/her regularly scheduled hours during the week. All hours paid for but not worked, i.e. Holiday pay, Funeral leave, Jury Duty, excused leave for Union business, and the personal days provided for in the attendance policy shall be counted as hours worked for the purpose of Saturday overtime pay.

B. Sunday Work

All hours worked on Sunday shall be paid at two (2) times the employee's hourly rate regardless of hours worked during the workweek. Third shift operations that start their week on Sunday will not receive double time for the Sunday hours worked.

C. Holiday Pay

All hours worked on a Holiday shall be paid at two (2) times the employee's regular rate, plus Holiday pay.

2. Upon mutual written agreement of the parties, shift starting times may be advanced without payment of overtime pay for those hours worked prior to the regular starting times as described in Article 17.

**ARTICLE 19
DISTRIBUTION OF OVERTIME**

1. All in department overtime will be logged weekly on an appropriate form by the department Supervisor and will be posted on the departmental bulletin boards for inspection by the end of the shift on the first scheduled working day of the week. Hours worked on Holidays and Sundays will be reflected in a separate section of the log and will be considered separately from other overtime hours for rotational purposes.

2. Upon entering a department new hires or transferred employees will be logged as having the average number of hours of overtime in the employee's assigned classification and shift.

3. When an employee is transferred from one shift to another in the same classification and department, such employee will be credited with the average number of overtime hours accumulated on the shift the employee is entering.

4. Persons scheduled for overtime who are out sick, absent on vacation, or for other reasons will be marked as having worked for the purpose of rotating overtime only.

5. Overtime logs will be started anew at the beginning of each calendar year. Rosters will be posted in seniority order by classification, and overtime will be rotated by seniority within the classification.

6. Where the whole plant or entire department is not scheduled for required overtime work, overtime will be scheduled on a department basis by rotating it as equitably as possible among those employees in the classification within the department and shift provided they are immediately qualified to do the job.

7. The Company will make a good faith effort to keep the overtime variance within a twenty-four (24) hour spread on the shift, within the department and classification.

8. An employee feeling that the amount of overtime that he is credited as having worked is unnecessarily inequitable will so inform the supervisor. If a study of the overtime log shows an inequity, the employee will be offered overtime at the next opportunity to properly balance the overtime with other employees in the same classification and department and shift.

9. The Local Union President shall be furnished with a work schedule by noon on Thursday of each department working weekend overtime to the extent known by the Company. For third shift, the designated Union Committeeperson will be notified by their lunch period on the fourth day.

10. When insignificant amounts of overtime work of less than one (1) hour must be performed in any department, it will be done by available people within the bargaining unit. This applies to emergency work which occasionally arises and the need for which cannot reasonably be foreseen in advance.

11. When voluntary out of department overtime is available, it will be rotated among the departments and volunteers on the shift.

(a) Voluntary out-of-department overtime shall be considered separately for weekday and weekend work, and such hours will not be logged!

(b) Rosters will be posted in each department and shift, for out-of-department overtime. Employees who wish to volunteer shall sign the appropriate roster(s) for their shift.

(1) Initial rosters will be arranged in seniority order. Employees will be offered work in the order of the roster and such employees will have their name removed from the roster.

(2) Employees whose names have been removed may again sign at the bottom of the roster and be selected for future overtime in the order of signing.

(c) Employees will be paid at the rate of pay for the job which they perform.

(d) When voluntary overtime is required in a bid job, those persons holding that job will be considered first.

- (e) Voluntary overtime will be offered first to employees within the department and classification and shift, and then to departments on the same shift, where employees have similar skills.
- (f) Individuals who volunteer and do not show up will miss their next available voluntary overtime opportunity.

ARTICLE 20 OVERTIME

1. Employees will not be required to work the Saturday or Sunday falling during a recognized Holiday weekend. It is recognized that Maintenance and Shipping employees may be required to work in the event of emergencies.
2. Employees will not be required to work at least one (1) Saturday each month. During months that have a holiday weekend, it will be counted as the employee's Saturday off. In addition, employees will not be required to work at least four (4) other Saturdays, as designated by the Company, during the course of the year.
3. Overtime will not be scheduled during hours that conflict with the regular monthly Union Meetings, and for employees who have officially accredited elections occurring in their residence area, overtime will be arranged to ensure that the employee has at least two (2) hours in which to vote.
4. Whenever possible, the Company will post by Thursday at 12:00 noon weekend overtime which will be required. It is recognized that the Company will not always be able to give twenty-four (24) hours advance notice because of reasons beyond its control.
5. The Company will make a good faith effort to notify employees at least twenty-four (24) hours in advance of scheduled overtime. It is recognized that the Company will not always be able to give twenty-four (24) hours advance notice because of reasons beyond its control.

ARTICLE 21 REPORT PAY - CALL BACK PAY

1. Every employee who is scheduled and does report for work shall be guaranteed either four (4) hours of work or four (4) hours straight time pay, unless the unavailability of work is caused by an Act of God or other reasons beyond the control of the Company.

2. When an employee is called back to work at any time other than such employee's regular shift, he shall be guaranteed at least four (4) hours of work or four (4) hours pay. If the work for which the employee is recalled requires intervals for completion, the employee will be expected to perform other work between the assigned intervals. When a single emergency job is required of a recalled employee, such employee will not be detained unnecessarily to perform unrelated work. An employee who leaves work of his own volition, or because of incapacity, or is suspended after beginning work, will be paid only for the number of hours actually worked during the day.

ARTICLE 22 SHIFTS AND SHIFT DIFFERENTIAL

1. For hours worked on the second shift there shall be paid a premium rate of 25 cents per hour over the employee's base hourly rate. For hours worked on the third shift there shall be paid a premium rate of 30 cents per hour over the employee's base hourly rate.

2. For the purpose of applying the aforesaid shift differential, all hours worked by an employee during the workday shall be considered as time worked on the shift on which the employee is regularly scheduled to start.

3. Shifts shall be identified in accordance with the following:

- (a) First shift includes all turns regularly scheduled to commence between 4:00 a.m. and 8:00 a.m., inclusive.
- (b) Second shift includes all turns regularly scheduled to commence between 12:30 p.m. and 4:30 p.m., inclusive.

- (c) Third shift includes all turns regularly scheduled to commence between 10:00 p.m. and 2:00 a.m., inclusive.
 - (d) An employee's regularly scheduled shift shall be predetermined within the above starting times. The employee's regular quitting time shall be eight (8) hours after the employee's regular starting time, but with due allowance for meal period. Any time worked before the employee's regular starting time or after the employee's regular quitting time shall be considered work performed within the employee's shift.
4. Shift differential shall be added to the base hourly rate for the purpose of calculation of overtime compensation.

ARTICLE 23 HOLIDAYS

1. The following days shall be recognized as paid holidays (unless the date is changed by the Federal Government, in which case, the federally recognized date will be celebrated).

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day (May)	Day Before Christmas
Independence Day	Christmas Day
Labor Day	Day Before New Year's Day
	Floating Day

Floater for 2004, 2005, and 2006 will be the Martin Luther King Jr. Holiday.

2. The Company will pay eight (8) hours straight time pay to full-time employees on the Seniority List. Employees who have not completed their sixty (60) day probationary period will not be eligible for holiday pay.

3. Holidays that fall on Saturday will be celebrated on the preceding Friday. Holidays that fall on Sunday will be celebrated on the following Monday. This may be changed by mutual consent of both parties.

4. To be eligible, an employee must work the entire scheduled workday prior to and the first scheduled workday after a holiday, excepting that employees who are no more than sixty (60) minutes late will receive holiday pay. Employees on approved medical leave, funeral leave, jury duty, or approved union leave of up to thirty (30) days will be excused under this

paragraph. An employee absent due to personal illness, the illness of his/her legal spouse, or the illness of his/her dependent child the day before, the day after, or during a holiday period will be eligible for holiday pay provided a statement from an attending physician with the date on which the employee, spouse, or child was seen by the physician, and the date(s) of disability is submitted to supervision on the first scheduled work day following the holiday period absence.

5. When a holiday occurs during an employee's scheduled vacation, the employee shall be paid for the unworked holiday in addition to vacation pay. The employee may elect to take the days which were plant holidays as unpaid vacation days at a later time. These unpaid additional days must be scheduled in advance and in accordance with departmental vacation scheduling requirements.

6. Employees on medical leave will be entitled to holiday pay during their first thirty (30) days of absence only.

7. Holiday work shall be construed to mean all work performed during the twenty-four (24) hour period beginning with the starting time of the First Shift on the day celebrated as the Holiday or the Holidays. Holiday work for First and Second Shifts shall be construed to mean all work performed during the twenty-four (24) hour period beginning with the starting time of those shifts on the day celebrated as the Holiday or the Holidays. Holiday the twenty-four (24) hour period beginning with the starting time of the Third Shift on the day prior to the day celebrated as the Holiday or the Holidays.

ARTICLE 24 VACATIONS

1. All regular full time employees will receive full vacation benefits based on the following schedule, provided they worked a minimum of fifteen hundred (1500) hours in each anniversary year (Vacations, Holidays, Jury Duty, Funeral Leave are considered as hours worked). Union officials will be credited with up to 200 (two hundred) hours for unpaid union business. Approved medical leaves of at least one (1) week but not more than twelve (12) weeks will be credited as time worked for vacation accrual purposes.

1 Year	-	1 Week of Vacation
3 Years	-	2 Weeks of Vacation
10 Years	-	3 Weeks of Vacation
15 Years	-	4 Weeks of Vacation
25 Years	-	5 Weeks of Vacation

All employees hired after 12/16/03 will accrue vacation according to the following schedule:

1 Year	-	1 Week of Vacation
5 Years	-	2 Weeks of Vacation
15 Years	-	3 Weeks of Vacation

2. Any hours for which employees are paid will be considered as hours worked under this provision. Vacation pay will be in accordance with the schedule listed below:

<u>Hours Worked In Anniversary Year</u>	<u>Percent of Base Pay For Vacation Pay</u>
1500 and Over	100%
1400 - 1499	90%
1300 - 1399	80%
1200 - 1299	70%
1100 - 1199	60%
1000 - 1099	50%

3. An employee's weekly vacation pay shall be equal to his base hourly rate as of the week prior to his vacation, times forty (40) exclusive of overtime or shift differential.

4. Vacations must be taken during the anniversary year and cannot be carried forward or accumulated. In the event the Company decides to shut the plant down for vacation purposes, the Company will make every effort to give as much notice as possible. Vacation scheduling preference shall be by seniority and Department.

5. Employees are to make application for whole weeks of vacation through their supervisors, and complete a vacation request form between January 1st and the last day of February, inclusive, for the vacation period April 1 through March 31st. After the last day of February, vacation will be granted on a first come, first serve basis as available. Requests for single day vacations will be granted on a first come, first serve basis. It is understood that requests for one day vacations may be denied or cancelled during the vacation scheduling period in order to accommodate requests for a whole week in circumstances where the department is at the maximum allowable limit for vacations.

6. When two or more employees within the same department request vacation at the same time, during the vacation scheduling period, the most senior employees will be given preference.

7. It is understood that the Company reserves the right to limit the number of employees in each classification and department to meet production requirements. No more than 10% of any department will be allowed on vacation on any given week. This percentage may be increased at the discretion of the supervisor.

8. Employees eligible for two (2) or more weeks of vacation may schedule two (2) weeks of their vacation in increments of one (1) full day at a time. *All requests for a one day vacation must be in writing and must be approved by the employee's immediate supervisor in advance of the scheduled vacation day. One day vacation requests can be withdrawn if done so before the end of the scheduled shift prior to the scheduled vacation day. One (1) day vacations will be counted as time worked and pay will be received with the normal pay period in which the vacation was taken.*

9. An employee may elect to take vacation pay for any vacation over two (2) weeks without taking vacation time with Company approval.

10. For each week of eligible vacation, employees hired prior to 12/16/03 will receive a vacation bonus of \$75.00.

ARTICLE 25 PLANT DISCIPLINE

1. The right to discharge and discipline lies with the Company for just cause. If the Union, after investigation, feels that an employee has been discharged or disciplined without just cause, it may file a grievance. An employee, upon request, shall be provided Union Representation whenever *any discussion occurs which may potentially result in disciplinary action.* The Supervisor shall make necessary arrangements for the Union Representative's presence.

2. A copy of any written disciplinary action report issued will be given to the Chairman of the Grievance Committee or a designated representative promptly.

3. Probationary employees may be discharged at the discretion of the Company without recourse.

ARTICLE 26 UNION REPRESENTATIVES

1. The Union shall designate from among its members employed by the Company a Grievance Committee consisting of five (5) members, one of which will be the Committee chairman.

The duties and functions of the Plant Grievance Committee shall be to assist individuals or groups of employees in the settlement of any grievances they may have with respect to the interpretations or applications of this Agreement, or in the settlement of any grievance. Each Committeeperson shall be designated to represent the departments or areas of the plant in which the Committeeperson works, and such other departments or areas as may be required to approximately equalize the number of employees among the Grievance Committeepersons.

2. The Company will recognize Stewards elected by the Union as follows:

NO. OF STEWARDS 1ST SHIFT	DEPARTMENT
One	Shipping & Material Control, Service Department
One	Spotweld, Paint Line, Jacket Line, Tubing, 3/8 Coil Fab
Two	A/C1, 2, &3, Accessories
Two	Press, Shear, Slitter, Cut Up Line Operator, Maintenance, Tool Room, Steel Storage
One	Oil, Drum Area, Wire Prep, New Electric
One	Coil Assembly
One	5/16 Coil Fab
2ND SHIFT	
One	A/C Jacket Lines, Press, Toolroom, Plastics,
One	Shipping, Receiving, Dept. 482, Dept. 483
One	A/C Lines, Coil Fab, Tubing

3RD SHIFT

One

A/C Jacket Lines, Plastics, Press

One

Coil Fab, Tubing, Spotweld, Maintenance, Toolroom

- (a) *Such Union Stewards will be given the responsibility and authority for providing Union representation for those people in the department or area to which the Steward is assigned. Agreements reached between the Union Stewards and the Company representatives shall stand unless such agreement is recognizably in conflict with the articles and provisions of this contract.*
- (b) *If the people population in those departments or areas to which Union Stewards are assigned is substantially changed, either upward or downward, the Company and the Union may mutually agree to add or reduce the number of Union Stewards in those departments or areas.*
- (c) *The Union shall keep the Company informed of the names of its members who have been elected Committeemen and Stewards.*

3. Grievance Committeepersons and Stewards, in order to investigate and resolve grievances and attend grievance meetings, shall be permitted to leave their work area upon receiving permission from their Supervisors and will tell their Supervisors where they are going to conduct such business. This permission will be granted within a reasonable period of time. Before entering another department or area, the Union Official, Committeeperson, or Steward will receive permission from the Supervisor to talk to employees. This permission will be granted within a reasonable period of time, and such business will be conducted within a reasonable period of time.

Union Officials, Committeepersons and Stewards will clock out and clock in to cover absence from assigned work to transact Company-Union business.

Time spent by Union Officials, Committeepersons, or Stewards during their scheduled working hours on in-plant Company-Union matters, through Step 3 of the grievance procedure, will be paid at the appropriate rate.

Union Officials, Committeepersons or Stewards will not be paid when taking part in matters concerning arbitration proceedings and contract negotiations.

4. Union Officials, not to exceed the maximum number of 25 at any one time, will be allowed to leave the plant for up to three consecutive days to conduct Union business upon notification to the Human Resources office by the Chairperson of the Grievance Committee or a designated representative. The Union will notify the Company of such leave at least two (2) days before such leave is needed. The President, Vice President, Chairperson of the Grievance Committee, Financial Secretary, and Recording Secretary shall be exempt from the two (2) day notification requirement in circumstances where such notice is not possible. In these circumstances notice will be given to the Human Resources Department as early as possible.

5. A mail box will be placed in the Human Resources office for use by the Local Union Representative.

6. Employees will be represented by the Union Committeepersons, Stewards, or in their absence, the designated representative in the employee's current area of assignment. The Union will notify the Company of the name of the designated representative.

7. Authorized representatives of the International Union may visit the plant covered by this agreement during working hours, after first notifying the Human Resources Manager, provided that the progress of work is not interfered with or hindered. Such Union representative must comply with all safety and security regulations in effect at the plant.

ARTICLE 27 GRIEVANCE PROCEDURE

1. A grievance is defined to be a controversy between the Company and the Union pertaining to a matter involving an alleged violation of the terms of this Agreement. It is understood that either of the parties may designate an individual to replace them at any step of the grievance process.

2. It is agreed that any grievance must be presented under the procedure of this Article, promptly and within five (5) working days after its first inception or occurrence or the aggrieved has knowledge of the violation, otherwise, it shall not be entitled to consideration. Should a grievance arise, the aggrieved employee shall:

Step 1. Take up the matter with the immediate Supervisor or designated representative. The employee may elect to have his Steward present. The grievance shall be answered within two (2) working days. Failing to reach a satisfactory settlement with the Supervisor, the grievance may be appealed to Step 2 within three (3) working days after the answer; otherwise it shall be considered to be withdrawn.

Step 2. A grievance appealed to Step 2 shall be considered at the next scheduled Second Step grievance meeting. These meetings will be held two (2) times per month or as needed. The Second Step meeting will be held between the Human Resources Representative or designated representative, the Grievance Committee person, the aggrieved employee, the Foreman or General Foreman, and the Chairperson of the Grievance Committee. The Human Resources Representative shall give an answer in writing to the Chairperson of the Grievance Committee within five (5) working days after the meeting. If the grievance is not satisfactorily settled as a result of the Step 2 meeting, it may be appealed to Step 3 within five (5) working days from the receipt of the Human Resources Representative's answer by the Chairperson of the Grievance Committee.

Step 3. A grievance appealed to Step 3 shall be considered at the next scheduled Third Step meeting. These meetings will be held once per month unless the parties mutually agree to extend the time. This meeting will be attended by the Staff Representative of the International Union accompanied by the President of the Local Union and/or the Chairperson of the Grievance Committee, the Grievance Committee person involved, the Human Resources Manager, the Plant Manager, and one additional member of management. The aggrieved employee and/or the Supervisor involved may attend the Step 3 meeting if requested in advance by either party. The Plant Manager shall give an answer, in writing, to the Staff Representative of the International Union within five (5) working days after the Step 3 meeting. A copy of the Plant Manager's answer shall be forwarded to the Local Union President within five (5) working days after the Step 3 meeting. If the grievance is not satisfactorily settled, it may be appealed by the Staff Representative of the International Union to arbitration within ten (10) working days of the receipt of the Plant Manager's answer by advising the Plant Manager, in writing, of a desire to appeal the decision.

3. Grievances involving disciplinary layoff or termination must be filed in writing within two (2) working days of the occurrence, and shall be initiated at Step 3 of the grievance procedure. In cases of disciplinary layoff, the time for filing shall be extended to include the first work day the employee is scheduled to return to work.

4. Any grievance not appealed by the Union to the next succeeding step in writing and within the time limits specified will be considered settled on the basis of the Company's last answer and shall not be eligible for further appeal. This withdrawal will be on a non-precedent, non-citeable basis in any arbitration. Failure of the Company to act within the times specified in Step 1 and 2 of the grievance procedure shall automatically advance the grievance to the next succeeding step. The parties may, in an individual case, by mutual agreement, extend the time limits in any step.

5. Within ten (10) days of the Union's notification to the Company in Step 3 of their intention to arbitrate a grievance the Federal Mediation and Conciliation Service will be requested to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators (N.A.A.). Each side may have the right to strike the complete panel and the Federal Mediation and Conciliation Service will be asked to submit a completely new panel of seven (7) arbitrators. Then the Company and the union shall alternately strike names until only one (1) remains. The expense of the Arbitrators shall be borne equally by the Union and the Company.

6. In rendering a decision, the Arbitrator shall be governed and limited by the provisions of the Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of the Agreement and shall not use or rely upon past practices prior to the signing of this Agreement as a restriction on management functions. The authority of the Arbitrator shall, in any effect, be limited to cases involving the interpretation, application, or claim of breach or violation of specific clauses expressly contained in this Agreement. The decision of the Arbitrator shall be final and binding upon the parties hereto and upon the employee or employees concerned.

ARTICLE 28 LABOR/MANAGEMENT COMMITTEE

The Company and the Union agree to establish a joint Labor/Management Committee which shall meet monthly (or more often if needed and mutually agreed) for the purpose of identifying and communicating issues of mutual concern for the purpose of peaceful resolution. Actions which the parties agree to take will be put in writing and signed by both parties. The Committee shall consist of the Plant Manager, up to three (3) additional representatives of the Company as designated by the Plant Manager, the Local Union President, and up to three (3) additional representatives of the Union as designated by the Local Union President. The International Union Staff Representative or his/her designee may attend any Labor/Management Committee meetings.

All costs for Local Union time spent in Labor/Management Committee meetings shall be borne by the Company.

The Labor/Management Committee may authorize additional ad hoc committees as necessary which shall serve at the will of the parties to this Agreement.

ARTICLE 29 SAFETY AND HEALTH

1. The Company will continue to make every reasonable effort to provide safe and healthful conditions of work for its employees and to comply with applicable federal, state, and local safety and health laws. The Union agrees to cooperate with the Company in requiring its employees to observe safety regulations and rules as from time to time may be presented by the Company.

2. The Company will continue to provide adequate first aid facilities and access to emergency medical treatment when necessary, as recommended by qualified medical personnel.

3. A Combined Company and Union Safety Committee shall be established at the facility. Three (3) hourly employees will be selected by the Union to be members of the Committee. Its functions and activities are limited to the following:

- (a) To meet on a monthly basis to discuss and make recommendations in reference to unsafe conditions and/or unsafe practices.

- (b) Minutes of Committee meetings shall be prepared by the Company and distributed to both Union and Company representatives.
- (c) The Combined Committee will be allotted two (2) hours, per month to conduct a safety inspection of the plant.
- (d) Committee members will recommend compliance with plant safety rules.

4. Beginning January 1st, 2004, the Company will reimburse employees up to \$50 per calendar year towards the purchase of ANSI approved steel toed safety shoes. The employee must provide proof of purchase.

ARTICLE 30 BULLETIN BOARDS

The Company agrees to permit posting on three (3) designated bulletin boards, announcements and notices of the Union concerning meetings of the Union, results of Union elections, appointments to office, and social and recreational affairs of the Union. Notices or announcements not covered above must be submitted to the Human Resources Manager or a designated representative for approval. The Company will not be required to allow the posting of any announcement or notice containing anything offensive, political, or reflecting upon the Company or any of its employees.

ARTICLE 31 TEMPORARY EMPLOYEES

1. A temporary employee is described as an individual hired to work during a period to cover necessary vacation replacements or at other times of the year as a result of increased customer demand.
2. During the term of this agreement ending 12/16/06, should it become necessary to retain temporary employees more than five (5) consecutive calendar months, those temporary employees would become permanent without a probationary period.

3. Employees of the temporary workforce shall not be retained while employees are on layoff.

4. Employees of the temporary workforce will not be allowed to exercise the job bidding rights, transfer rights, or shift preference rights of regular employees. Temporary employees will not have voluntary overtime rights before regular employees.

5. Temporary employees will not receive any of the benefits which regular employees are entitled to receive. These include group insurance benefits, holiday pay, funeral pay, jury duty pay, and vacation pay.

ARTICLE 32 NOTICES

1. Any notices to the Union or the Company required or permitted to be given under this Agreement shall be deemed to have been given properly if it shall have been mailed, by registered mail, return receipt requested, addressed to the party to which such notice is required or permitted to be given as follows:

In case of notices to the Company:
Rheem Sales Company, Inc.
P.O. Box 2098
Milledgeville, Georgia 31059

In case of notices to the Union:
USWA, District 9
Staff Office
301 East Oakland Avenue
Oakland, FL 30760-0712

It is understood that either party may correct their address by serving written notice to the other party.

2. If any part of this agreement is rendered void or illegal by any law or governmental regulation applicable thereof, or by the decree of a court of competent jurisdiction, said invalidation or illegality of said part of this Agreement shall not affect any of the remaining parts thereof and same shall continue in full force and effect.

3. It is understood that any provisions of this Agreement may be amended at any time by mutual consent of the parties, hereto upon being reduced to writing and signed by the Union and the Company.

ARTICLE 33 PENSION

Effective January 1, 2004, Pension Plan Changes incorporating provisions a-d shall be provided for employees hired prior to December 16, 2003:

- (a) For the life of this contract ending 12/16/2006, the amount of monthly pension shall be determined by multiplying \$22.00 by the number of years of continuous service with the Company.
- (b) An employee shall become vested under the Pension Plan on the completion of five (5) years continuous service.
- (c) An early retirement program (actuarially reduced) will be made available to employees at age sixty (60) with ten (10) years of service with the Company.
- (d) A Disability Retirement Program will be provided for eligible employees with ten (10) years of service. There will be a minimum payment of \$125 per month.
- (e) The Company will establish a match in the 401(k) of 50 cents on the dollar up to 4 % of the employee's earnings. This provision applies to all employees, regardless of date of hire. The Company will pay the service fees during the life of this contract only.

ARTICLE 34 DENTAL INSURANCE

1. Effective 01/01/04 the Company will provide Dental Insurance coverage for eligible employees as follows:

	01/01/04	01/01/05	01/01/06
Yearly Maximum (per covered individual)	\$1,750	\$1,750	\$1,750
Preventative Services	100% of the usual and prevailing fee		
Basic Services	80% of the usual and prevailing fee		
Major Services	50% of the usual and prevailing fee		
Deductibles	Preventative Services = None Basic Services = None Major Services = \$50 per year for each covered individual		
Orthodontia	50% of covered expenses up to a maximum lifetime benefit of \$1,000 for each covered person.		
Employee Contributions:			
Employee	\$2.50/wk	\$2.75/wk	\$3.00/wk
Spouse	\$2.50/wk	\$2.75/wk	\$3.00/wk
Dependents	\$2.50/wk	\$2.75/wk	\$3.00/wk

Employees returning from any time away from work during which no insurance premium contributions were collected will be responsible for paying their portion of the premiums for the time they were out of work. The employee will have a normal weekly deduction, plus an additional deduction of 50%. This deduction will be made each pay period, and will be discontinued when the unpaid premiums have been repaid. Example: an employee has an insurance premium of \$10 per week, and is out for three weeks. When he returns his insurance deduction will be \$15 per week (his regular \$10 deduction, and \$5 to repay the missed premiums) for six weeks.

ARTICLE 35 GROUP INSURANCE

The Company will provide a program of group insurance benefits for eligible employees and dependents to include the following provisions:

	01/01/04	01/01/05	01/01/06
Life Insurance	\$26,000	\$26,500	\$27,000
Accidental Death and Dismemberment Insurance	\$11,000	\$11,500	\$11,500
 Weekly Disability Benefit for Non-Occupational Disability	 \$200	 \$200	 \$200
 Medical:	 01/01/04	 01/01/05	 01/01/06
In-network deductible, Single	\$175	\$200	\$250
In-network deductible, Family	\$350	\$400	\$500
Out-of-network deductible, Single	\$350	\$400	\$500
Out-of-network deductible, Family	\$700	\$800	\$1,000
Co-insurance, in-network	85% / 15%	80% / 20%	80% / 20%
Co-insurance, out of network	65% / 35%	65% / 35%	65% / 35%
Out-of-pocket, in network, Single	\$1,000	\$1,225	\$1,250
Out-of-pocket, in network, Family	\$2,000	\$2,450	\$2,500
Out-of-pocket, out / network, Single	\$1,325	\$1,425	\$1,525
Out-of-pocket, out / network, Family	\$2,650	\$2,850	\$3,050
Lifetime Medical Maximum	\$600,000	\$600,000	\$600,000
Prescription Drug Co-Pays, Retail			
Generic, Life of Contract	\$10		
Preferred, Life of Contract	Minimum of \$20 or 15%, whichever is greater, with a maximum of \$50		
Non-Preferred, Life of Contract	Minimum of \$40 or 20%, whichever is greater, with a maximum of \$100		
Prescription Drug Co-Pays, Mail Order			
Generic, Life of Contract	\$20		
Preferred, Life of Contract	Minimum of \$40 or 20%, whichever is greater, with a maximum of \$105		
Non-Preferred, Life of Contract	Minimum of \$80 or 25%, whichever is greater, with a maximum of \$210		
 Employee Contributions:			
Employee	\$5.50/wk	\$6.00/wk	\$6.75/wk
Spouse	\$7.50/wk	\$8.25/wk	\$8.50/wk
Dependents	\$7.50/wk	\$8.25/wk	\$8.50/wk

Employees returning from any time away from work during which no insurance premium contributions were collected will be responsible for paying their portion of the premiums for the time they were out of work. The employee will have a normal weekly deduction, plus an additional deduction of 50%. This deduction will be made each pay period, and will be discontinued when the unpaid premiums have been repaid. Example: an employee has an insurance premium of \$10 per week, and is out for three weeks. When he returns his insurance deduction will be \$15 per week (his regular \$10 deduction, and \$5 to repay the missed premiums) for six weeks.

Chiropractic care will be covered, with a \$1,000 yearly maximum.

Five (5) cosmetic medical procedures will not be covered by the medical insurance plan. They are as follows:

Gastroplasty - a stomach stapling operation for weight loss;

Blepharoplasty - to correct "droopy eyelids";

Rhinoplasty - a nose bob procedure;

Pharyngoplasty - procedure to cure snoring;

Radial Keratotomy - surgical correction of nearsightedness.

Medical insurance benefits will be provided for unmarried children age 19 under age 23 if a full-time student in an accredited educational institution) who are dependent on you for support and are not employed on a regular full-time basis. This includes legally adopted children, foster children and stepchildren.

Coverage for physically or mentally disabled children, unmarried and incapable of self support, can be continued as long as your coverage is in force - provided the child's disability began before age 19 (or 23 if a full-time-student). Additional proof may be required from time to time.

Group insurance for regular new employees starts on the first day of the month following 30 days of employment. Dental coverage begins on the first day of the month after six (6) months of employment.

Specific coverages will be listed in Group Insurance Booklets to be issued by the Company.

ARTICLE 36 DURATION OF AGREEMENT

The terms and conditions of this agreement will continue in full force and effect from December 16, 2003 until midnight, December 15, 2006 and from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to December 15, 2006 or any anniversary thereof of its intention to modify or terminate the agreement.

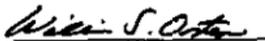
Rhem Sales Company, Inc.

Local Union Negotiating Committee



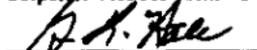
J.R. Jones

President - Air Conditioning Division



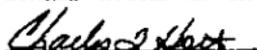
William S. Ostan

Corporate Vice President - Human Resources



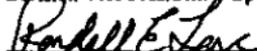
Gary Hale

Division Vice President - Human Resources



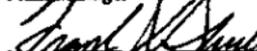
Chuck Holt

Division Vice President - Operations



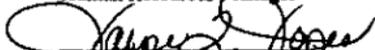
Randy Layne

Plant Manager



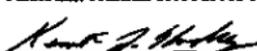
Frank X. Sheehan

Human Resources Manager



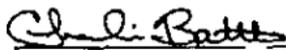
Jayne T. Jones

Assistant Human Resources Manager



Kenneth J. Hendry

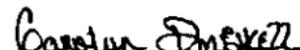
Labor Relations Manager



Charlie Battle



Larry Charleston



Carolyn Driskell



Ben Harper



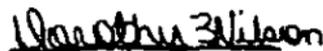
Sandra Mallory



Bobby Smith



Darryl Wilson



Dorothy Wilson

SCHEDULE "A"
12/16/03 TO 12/15/04

LABOR GRADE	JOB CLASS.	START	12 MOS.	24 MOS.	36 MOS.
1	Janitor (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
2	Parts Handler (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
3	Open (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
4	Assembler Press Operator Systems Cleaner Material Handler Conveyor Loader/Unloader Cycle Counter (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated

		START	6 MOS.	12 MOS.	
1	Janitor (Hired prior to 12/16/03)	\$10.40	\$12.18	\$13.38	
2	Parts Handler (Hired prior to 12/16/03)	\$10.40	\$12.43	\$13.63	
3	Open (Hired prior to 12/16/03)	\$10.40	\$12.43	\$13.78	
4	Assembler Press Operator Systems Cleaner Material Handler Conveyor Loader/Unloader Cycle Counter (Hired prior to 12/16/03)	\$10.40	\$12.63	\$14.18	
LABOR GRADE	JOB CLASS.	START	2 MOS.	4 MOS.	6 MOS.
5	Tube Bender Jacket Line Assistant Press Salvage Maintenance Helper U-Wrap Operator Bendmaster Operator Expander Operator Storekeeper Shear Operator Sheetmetal Handler Warehouse LTO	\$13.96	\$14.34	\$14.46	\$14.58

	Paint Salvage				
	Coil Lacer				
	Tube Cutter				
	Blower Wrap Operator				
	Insulator				
	Tractor/Trailer Spotter				
			2	4	6
6	Receiving Clerk	START	MOS.	MOS.	MOS.
	Wire Cutter	\$14.26	\$14.58	\$14.76	\$14.88
	Powder Paint Systems Operator				
	Double Coil U Wrap Operator				
	Coil Salvage				
	Brazer				
	Inspector				
	Press				
	Heat				
	Cool				
	Warehouse LTO (Loader only)				
	Spotwelder				
	QAS Molding Plastics				
	Fin Press Operator				

LABOR GRADE	JOB CLASS.	START	3 MOS.	6 MOS.	9 MOS.	12 MOS.
7	Gas Furnace Repair Electric Furnace Repair Receiving Inspector Fabricator Hand Arc Welder Drum Machine Operator QAS Heating Inspection/Repair Return Bend Operator	\$14.61	\$14.86	\$15.11	\$15.23	
8	Die Setter "B" Coil Set-Up/Operator Air Conditioning Repair CQT-CQE Auditor CMM Operator Spot Weld Set-Up/Operator Automatic Brazer Robot Welder Coil Salvage VTI Inspector VTI	\$14.89	\$15.14	\$15.39	15.51	
9	Maintenance "B" Furnace Jacket Line Operator A/C Jacket Line Operator Appliance Repair Water Treatment Systems Operator	\$15.20	\$15.38	\$15.55	\$15.68	\$15.80
10	Cut-Up Line Op. Slitter Operator A/C Jacket Line Operator (in Dept 026) Machinist	\$15.42	\$15.70	\$15.88	\$16.00	\$16.12

LABOR GRADE	JOB CLASS.	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.
11	Die Setter "A" Injection Mold Op./Set-up	\$16.16	\$16.34	\$16.53	\$16.71	16.88
12	Jig and Fixture Maker	\$16.55	\$16.74	\$16.93	\$17.11	\$17.28
13	Maintenance "A" Toolmaker "B"	\$17.01	\$17.20	\$17.38	\$17.57	\$17.75
14	Toolmaker "A" Electronics Technician	\$17.50	\$17.71	\$17.91	\$18.10	\$18.28

Group Coordinator:

This classification will be paid at the rate of twenty (20) cents per hour higher than the highest rate of any classification over which the Group Coordinator has responsibility. Employees will be selected to fill Group Coordinator vacancies by the Company and such openings will not be posted for bid. Except as noted above in this paragraph, all provisions of this agreement will apply to employees in the Group Coordinator Classification.

Paychecks will be placed in envelopes.

SCHEDULE "A"
12/16/04 TO 12/15/05

LABOR GRADE	JOB CLASS.	START	12 MOS.	24 MOS.	36 MOS.
1	Janitor (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
2	Parts Handler (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
3	Open (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
4	Assembler Press Operator Systems Cleaner Material Handler Conveyor Loader/Unloader Cycle Counter (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated

LABOR GRADE	JOB CLASS.	START	6 MOS.	12 MOS.
1	Janitor (Hired prior to 12/16/03)	\$10.72	\$12.50	\$13.70
2	Parts Handler (Hired prior to 12/16/03)	\$10.72	\$12.75	\$13.95
3	Open (Hired prior to 12/16/03)	\$10.72	\$12.75	\$14.10
4	Assembler Press Operator Systems Cleaner Material Handler Conveyor Loader/Unloader Cycle Counter (Hired prior to 12/16/03)	\$10.72	\$12.95	\$14.50

LABOR GRADE	JOB CLASS.	START	2 MOS.	4 MOS.	6 MOS.
5	Tube Bender Jacket Line Assistant Press Salvage Maintenance Helper U-Wrap Operator Bendmaster Operator Expander Operator Storekeeper Shear Operator Sheetmetal Handler	\$14.28	\$14.66	\$14.78	\$14.90

Warehouse LTO
Coil Lacer
Tube Cutter
Blower Wrap Operator
Insulator
Tractor/Trailer Spotter

6	Receiving Clerk	\$14.58	\$14.90	\$15.08	\$15.20
	Wire Cutter				
	Powder Paint Systems Operator				
	Double Coil U Wrap Operator				
	Coil Salvage				
	Gas Welder				
	Brazer				
	Inspector				
	Press				
	Heat				
	Cool				
	Warehouse LTO (Loader only)				
	Spotwelder				
	QAS Molding Plastics				
	Fin Press Operator				

LABOR GRADE	JOB CLASS.	START	3 MOS.	6 MOS.	9 MOS.	12 MOS.
7	Gas Furnace Repair Electric Furnace Repair Receiving Inspector Fabricator Hand Arc Welder Drum Machine Operator QAS Heating Inspection/Repair Return Bend Operator	\$14.93	\$15.18	\$15.43	\$15.55	
8	Die Setter "B" Coil Set-Up/Operator Air Conditioning Repair CQT-CQE Auditor CMM Operator Spot Weld Set-Up/Operator Automatic Brazer Robot Welder Coil Salvage VTI Inspector VTI	\$15.21	\$15.46	\$15.71	15.83	
9	Maintenance "B" Furnace Jacket Line Operator A/C Jacket Line Operator Appliance Repair Water Treatment Systems Operator	\$15.52	\$15.70	\$15.87	\$16.00	\$16.12
10	Cut-Up Line Op. Slitter Operator A/C Jacket Line Operator (in Dept. 026) Machinist	\$15.74	\$16.02	\$16.20	\$16.32	\$16.44

GRADE	CLASS.	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.
11	Die Setter "A" Injection Mold Op./Set-up	\$16.48	\$16.66	\$16.85	\$17.03	\$17.20
12	Jig and Fixture Maker	\$16.87	\$17.06	\$17.25	\$17.43	\$17.60
13	Maintenance "A" Toolmaker "B"	\$17.33	\$17.52	\$17.70	\$17.89	\$18.07
14	Toolmaker "A" Electronics Technician	\$17.82	\$18.03	\$18.23	\$18.42	\$18.60

Group Coordinator:

This classification will be paid at the rate of twenty (20) cents per hour higher than the highest rate of any classification over which the Group Coordinator has responsibility. Employees will be selected to fill Group Coordinator vacancies by the Company and such openings will not be posted for bid.

Except as noted above in this paragraph, all provisions of this agreement will apply to employees in the Group Coordinator Classification.

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SCHEDULE "A"
12/16/05 TO 12/15/2006

LABOR GRADE	JOB CLASS.	START	12 MOS.	24 MOS.	36 MOS.
1	Janitor (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
2	Parts Handler (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
3	Open (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated
4	Assembler Press Operator Systems Cleaner Material Handler Conveyor Loader/Unloader (Hired after 12/16/03)	\$9.00	\$11.00	\$13.25	To be negotiated

LABOR GRADE	JOB CLASS.	START	6 MOS.	12 MOS.
1	Janitor (Hired prior to 12/16/2003)	\$11.05	\$12.83	\$14.03
2	Parts Handler (Hired prior to 12/16/2003)	\$11.05	\$13.08	\$14.28
3	Open (Hired prior to 12/16/2003)	\$11.05	\$13.08	\$14.43
4	Assembler Press Operator Systems Cleaner Material Handler Conveyor Loader/Unloader Cycle Counter (Hired prior to 12/16/2003)	\$11.05	\$13.28	\$14.83

LABOR JOB GRADE CLASS.	START	2 MOS.	4 MOS.	6 MOS.
5 Tube Bender Jacket Line Assistant Press Salvage Maintenance Helper U-Wrap Operator Bendmaster Operator Expander Operator Storekeeper Shear Operator Sheetmetal Handler Warehouse LTO Paint Salvage Coil Lacer Tube Cutter Blower Wrap Operator Insulator Tractor/Trailer Spotter	\$14.61	\$14.99	\$15.11	\$15.23
6 Receiving Clerk Wire Cutter Powder Paint Systems Operator Double Coil U Wrap Operator Coil Salvage Brazer Inspector Press Heat Cool Warehouse LTO (Loader only) Spotwelder QAS Molding Plastics Fin Press Operator	\$14.91	\$15.23	\$15.41	\$15.53

LABOR GRADE	JOB CLASS.	START	3 MOS.	6 MOS.	9 MOS.	12 MOS.
7	Gas Furnace Repair Electric Furnace Repair Receiving Inspector Fabricator Hand Arc Welder Drum Machine Operator QAS Heating Inspection/Repair Return Bend Operator	\$15.26	\$15.51	\$15.76	\$15.88	
8	Die Setter "B" Coil Set-Up/Operator Air Conditioning Repair CQT-CQE Auditor CMM Operator Spot Weld Set-Up/Operator Automatic Brazer Robot Welder Coil Salvage VTI Inspector VTI	\$15.54	\$15.79	\$16.04	\$16.16	
9	Maintenance "B" Furnace Jacket Line Operator A/C Jacket Line Operator Appliance Repair Water Treatment Systems Operator	\$15.85	\$16.03	\$16.20	\$16.33	\$16.45
10	Cut-Up Line Op. Slitter Operator A/C Jacket Line Operator (in Dept. 026) Machinist	\$16.07	\$16.35	\$16.53	\$16.65	\$16.77

LABOR GRADE	JOB CLASS.	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.
11	Die Setter "A" Injection Mold Op./Set-up	\$16.81	\$16.99	\$17.18	\$17.36	\$17.53
12	Jig and Fixture Maker	\$17.20	\$17.39	\$17.58	\$17.76	\$17.93
13	Maintenance "A" Toolmaker "B"	\$17.66	\$17.85	\$18.03	\$18.22	\$18.40
14	Toolmaker "A" Electronics Technician	\$18.15	\$18.36	\$18.56	\$18.75	\$18.93

Group Coordinator:

This classification will be paid at the rate of twenty (20) cents per hour higher than the highest rate of any classification over which the Group Coordinator has responsibility. Employees will be selected to fill Group Coordinator vacancies by the Company and such openings will not be posted for bid. Except as noted above in this paragraph, all provisions of this agreement will apply to employees in the Group Coordinator Classification.

Paychecks will be placed in envelopes.

2005

January

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June

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August

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April

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June

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July

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August

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September

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October

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November

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December

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The current contract expires on 12/15/08; so the holidays following that date are not listed.