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Title: **Hussman Corporation and United Steelworkers of America (USWA), AFL-CIO Local 9014 (2000)**

K#: **3394**

Employer Name: **Hussman Corporation**

Location: **MO Bridgeton**

Union: **United Steelworkers of America (USWA), AFL-CIO**

Local: **9014**

SIC: **3585**

NAICS: **333415**

Sector: **P**

Number of Workers: **1200**

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1,200
workers

123394

AGREEMENT

99 pgs.

BETWEEN

**HUSSMANN CORPORATION
BRIDGETON, MO.**

Rec'd

AND

6/29/01

**UNITED STEELWORKERS
OF AMERICA
AFL - CIO - CLC**

LOCAL 9014



**DECEMBER 23, 2000 TO
DECEMBER 23, 2004**

**SAFETY GLASSES MUST BE
PROPERLY WORN
AT ALL TIMES WHILE IN THE PLANT**

REPORTING PROCEDURES

Hourly employees unable to work must report by message or telephone, calling directly to the department to which you are assigned. You should call in as soon as possible, but no later than two (2) hours after the starting time of your shift.

**TO REPORT YOUR ABSENCE, CALL THE TELEPHONE
NUMBER ASSIGNED TO YOUR DEPARTMENT.**

SHEET METAL:

550-A4/A5/A7/A8/A9;
Tool & Die 505-06 298-6580

CASE ASSEMBLY:

Cases 510/02/03/04/08/12/14/15/18;
Ends 530-31; Modification 540-43; Lighting 580-80;
Light Duty 580-87; and Color Control 590-98 . 298-6581

CUSTOM PRODUCTS/PACE/COIL & TUBE:

Coil & Tube 520-22; PACE 500-01; and
Custom Products 550-53/54 298-6582

PAINT:

Paint 560-61 298-6583
Paint 560-57 298-6585

PRODUCTION & INVENTORY CONTROL/FACTORY SERVICE:

Receiving 590-93; BMPS 590-95; and
Factory Service 590-97 298-6584

PRODUCT DISTRIBUTION (SHIPPING/TRAFFIC):

575-75 298-6586

MAINTENANCE:

505-05 298-6587

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AGREEMENT

This Agreement, dated December 23, 2000, is entered into by and between Hussmann Corporation, Bridgeton, Mo. (hereinafter referred to as the "Company") and the United Steelworkers of America, AFL-CIO on behalf of its Local 9014 Union (hereinafter referred to as the "Union").

ARTICLE 1

Recognition of Union

Section 1. The Company recognizes the Union as the collective bargaining representative of all hourly paid production and maintenance employees at the Company's 12999 St. Charles Rock Road, Bridgeton, Missouri Plant as certified by the NLRB, Case 14RC9063. Excluded from this unit are all salaried, clerical and professional employees, guards and supervisors as defined in the Act, and all other employees.

Section 2. Company employees not in the bargaining unit shall not routinely perform production or maintenance work except in emergencies, unexpected absence situations, training, unforeseen business and on other insignificant or minor occasions.

Section 3. Office employees shall be considered and treated as office employees regardless of the plant area in which they physically perform their work.

Section 4. The parties agree that in the event new products or changed models of existing products are being implemented by the Company, non-bargaining unit members may be used on production work for start-up periods while de-bugging and start-up is being accomplished.

ARTICLE 2

Purpose and Scope

Section 1. The parties recognize that the successful day-to-day operation of a plant and the attainment of efficiency rests with both parties. Both recognize that attitudes of managerial and bargaining unit people are important to the attainment of harmonious relations and the maintenance of the Company's competitive position in its various markets. Accordingly, both parties pledge their cooperation in forthrightly administering this Agreement.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement.

Section 3. The provisions of this Agreement constitute the entire agreement between the Company and the Union and all prior agreements, either oral or written, are hereby cancelled. The specific terms of this Agreement may be changed only by mutual consent, reduced to writing and signed by authorized representatives of the parties. The authorized representatives for the Union shall be defined as the Local Union grievance committee in conjunction with the International Representative.

ARTICLE 3

No Strike - No Lockout

Section 1. The Union agrees that it will not cause or permit its members to cause or participate in any strike, slowdown, stoppage of work or interference with the efficient operation of the Company's business during the term of this Agreement.

In the event any member causes or participates in any of these prohibited acts, the Union agrees to immediately instruct those members involved to cease such unauthorized conduct.

Section 2. During the term of this Agreement, the Company will not lockout.

ARTICLE 4
Management Exclusive Rights

Section 1. Except as they may be partially compromised by a specific provision herein, the following Management's rights shall be absolute, and the decision authority for these matters shall be exclusively that of Management:

- A. The right to make all plant and office location decisions;
- B. The right to determine the services to be performed and products to be produced or not produced;
- C. The right to set and maintain standards of workmanship and quality to be maintained;
- D. The right to schedule production;
- E. The right to make all decisions as to equipment, tools and machines to be used;
- F. The right to set and maintain methods, processes and means of machining, handling, assembling, servicing and repairing all components and products;
- G. The right to purchase, control and determine the use of all raw, semi-finished and finished parts/material to be used;

- H. The right to determine any and all sub-contracting decisions, production, maintenance and service;
- I. The right to create reasonable plant rules and compel their observance;
- J. The right to establish and compel observance of production standards, time-studied or otherwise;
- K. The right to direct the workforce, including but not limited to hiring, determination of hours and pay, assigning, promoting, demoting, transferring, suspending, laying off, disciplining, and discharging;
- L. The right to cease doing business; partially or completely terminating operations;
- M. The right to manage the Company as Management deems best.

The above rights are among those vested exclusively with Management.

ARTICLE 5 Union Membership/Check-Off

Section 1. Employees who have signed Union membership cards, and employees hired following the representation election of January 25, 1980, shall become and remain members of the Union after completing sixty

(60) days of employment following the date of this Agreement or the date of their employment, whichever is later.

Each employee who on the effective date of this Agreement is a member of the Union in good standing, and each employee who becomes a member of the Union after that date shall, as a condition of continued employment, maintain his membership in good standing in the Union.

Employees who chose to remain non-members as provided above shall, as a condition of continued employment, pay an amount equal to the prevailing Union dues deduction for their representation for the duration of this Agreement.

Section 2. Upon receipt of an individually and voluntarily signed check-off authorization card, the Company agrees to deduct initiation fees, Representation fees, and/or dues in accordance with such authorization.

Union dues deductions shall be made weekly, and promptly remitted to the International Treasurer of the Union, as agreed, on a monthly basis.

The initiation fee, as designated to the Company by the International Treasurer of the Union, shall be deducted by the Company and remitted to the International

Treasurer in the same manner as dues are collected.

Section 3. The Company shall furnish to the International Treasurer of the Union each month a list of all employees covered by this Agreement for whom deductions have been made. A copy of such list shall be furnished to the President of the Local Union.

Section 4. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken, or not taken, by the Company, in reliance upon authorizations furnished to the Company, by the Union, or for the purpose of complying with any of the provisions of this Article.

ARTICLE 6

Union Representation

Section 1. The Union shall keep the Company informed in writing of all Stewards and Officers of the Local Union authorized to transact business with the Company, together with their general responsibilities and jurisdictional area, if applicable. All such representatives shall be regular full-time employees of the Company.

Union business and matters of non-grievance nature shall be handled by Union repre-

sentatives "off-the-clock".

Section 2. All work interruptions by an employee and/or Union representative in connection with the Grievance Procedure herein shall not result in a production hardship and their absence from regular work assignments shall be arranged with the approval of their immediate supervisor. Such approval shall not unreasonably be withheld. Such lost time shall be accounted for on a form provided by the Company, and the Company reserves its right to discontinue pay for abuses.

In those situations where employees have been suspended (Article 8, Section 4), Industrial Relations will schedule a meeting with the Chief Steward or Assistant Chief Steward, "off-the-clock", in an attempt to gather facts, identify and interview witnesses, if appropriate. Such meeting to be held "off-the-floor" to minimize distraction and disruption and with a view toward resolving the incident.

Section 3. It is expected that in the usual case grievance investigations, discussions and meetings sanctioned by the Grievance Procedure herein shall be conducted during non-work time. When not practical, and Company representatives schedule a meeting during regular work time with a Union representative(s), or in the case of 2nd and 3rd

Step meetings, time lost from their regular work shall be paid for at the affected employee's straight time rate and such cost shared equally by the Company and the Union. (Such time will be accounted for and the Union billed monthly.)

Section 4. The Union time identified above shall be the only Union time paid for by the Company.

Section 5. The Union's International Representative shall have access to the Company's plant during working hours provided he makes prior arrangements for such visits with Industrial Relations.

Section 6. Local Union officers, Stewards, Committee members, and Union witnesses shall be excused from work upon proper notification by the Union and approved by the Company, so long as no production inconveniences will be caused by such absences. The Union agrees to cooperate with the Company in holding such activity to a minimum.

Section 7. Upon approval by the Company, a Leave of Absence may be granted to those employees who request such a leave to take employment with the Union. These employees shall continue to accumulate seniority for the first twelve (12) months of the Leave, at which time the employee's

seniority will be considered "frozen" and retained. However, the employee's uninterrupted total time with the Company will be considered for vacation and pension eligibility. Application for renewal of the Leave of Absence must be done each twelve months and approved by the Company. For the first twelve (12) months the Company will provide Medical benefits (employee must pay any employee required contribution). All other benefits will be paid for by the employee.

ARTICLE 7

Grievance Procedure

Section 1. The parties desire that complaints and grievances be settled whenever possible by the supervisor and the employee(s) in the Cost Center where the complaint originates.

Grievances are defined as an alleged violation by the Company of a specific provision of this Agreement.

STEP 1. An employee who believes he has suffered a grievance shall within five (5) days after the incident upon which the grievance is based, meet and discuss the matter with his supervisor in an attempt to arrive at a satisfactory settlement. The departmental shop steward may be present during this discussion as the aggrieved employee may elect. Any settlement reached at this stage is non-prece-

dent setting and shall be viewed as settlement for the instant incident only. If no satisfactory settlement is reached in Step 1, the grievance may be reduced to writing in quadruplicate citing the specific Article and Section of the Agreement believed to be violated, together with the necessary specific information to accurately state the case. The grievance shall then be signed by the aggrieved employee and his departmental shop steward. In the absence of this regular departmental steward, a readily available departmental steward, or next, a Union Officer, may sign the grievance. The written grievance must indicate that Step 1 was fulfilled.

STEP 2. The original and three (3) copies of the grievance shall be presented to the Industrial Relations Department within seven (7) working days of the incident, who shall, within five (5) working days, schedule a Step 2 meeting. Distribution will be made as follows:

- (1) Original to Industrial Relations
- (2) Yellow to Chief Shop Steward
- (3) Pink to aggrieved employee
- (4) Goldenrod to supervisor

Present at this Step 2 meeting shall be the grievant; the department Shop Steward or, in

his absence, the Union official who signed the grievance; the Chief Shop Steward or, in his absence, the Assistant Chief Shop Steward; the Local Union President, and no more than two (2) Grievance Committee persons, and Company representatives. The Company shall answer in writing within two (2) working days following the Step 2 meeting.

STEP 3. If the Union desires to appeal the Company's answer of Step 2, he shall, within five (5) working days request that the grievance be heard at the 3rd Step of the Procedure by making his request in writing to the Director of Human Resources or his designee.

Such meetings will be scheduled by Industrial Relations and held within fifteen (15) working days of the appeal.

At the 3rd Step meeting, the Union Staff Representative; President; Chief Shop Steward or, in his absence, the Assistant Chief Shop Steward; Departmental Shop Steward or, in his absence, the Union official who signed the grievance; and no more than two (2) Grievance Committee persons may meet with the Company representatives.

The Company's final position will be committed to writing within ten (10) working days of the 3rd Step meeting and appropriately disseminated to the Union.

In the event the Union desires to appeal the Company's 3rd Step answer to arbitration, the Union Staff Representative will request arbitration in writing within fifteen (15) working days of the Company's answer. Unless so appealed, the Company's 3rd Step answer shall be considered final and binding.

Section 2. In the event no satisfactory settlement of the grievance is reached in Step 3, the grievance may be referred by the Union to arbitration by means of the following procedure:

The Arbitrator shall be appointed by mutual agreement of the parties hereto, however, in the event the parties fail to agree upon an Arbitrator within five (5) working days, then the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified names; each party will strike three (3) names each; the seventh (7th) name will automatically be the Arbitrator. The Arbitrator shall render his decision within thirty (30) days following the date of the hearing.

By mutual agreement, one Arbitrator may hear multiple grievances, including similar grievances, same issue.

The Arbitrator shall be limited to determining questions involving the interpretation or application of the terms of this Agreement,

and any agreement made supplementary hereto. He shall have no authority to add to, or subtract from, or to change any of the terms of this Agreement, including existing wage rates.

The Parties, by mutual agreement, may use a "mini-arbitration" process for mutually-agreed-to cases. In any event, the Arbitrator's limited authority will remain as stated above.

The decision of the Arbitrator shall be final and binding upon the Company, the Union and all employees covered by this Agreement.

The fees and expenses incidental to the services of the Arbitrator shall be shared equally by the Union and the Company, and each party shall bear the cost of the preparation, presentation, and witness costs of their own case.

Section 3. No grievance, the basis of which occurred prior to the signing of this Agreement, shall be processed under this Grievance Procedure.

Section 4. The time limits mentioned in the Grievance Procedure shall exclude Saturdays, Sundays, and holidays, and may be extended by mutual agreement.

Section 5. In the event an employee dies, the Union may process grievances on behalf of, and with the written consent of the

executor or administrator of, his estate with respect to any benefits or monies due under any provision of this Agreement.

ARTICLE 8

Rules - Discipline - Discharge

Section 1. The Company reserves the exclusive right to create reasonable plant rules and compel their observance.

Company rules shall be set forth in writing and shall be announced to all employees and shall be given to new employees at the time of employment. A copy shall also be given to the International Representative and the Local President.

Changes in Company rules affecting employees shall be posted on official information boards. A copy shall also be given to the International Representative and the Local President.

Section 2. The maintenance of discipline and the full power of dismissal shall remain with the Company. Alleged instances of discipline and discharge without cause are subject to grievance. When the Director of Human Resources or a designee conducts an investigatory interview with an employee who has been suspended pending investigation, the Company will ask the employee if they want Union Representation.

Section 3. In all instances of discipline, suspension or discharge, a copy of the Disciplinary Action Report Form will be given to the employee involved, and a Union Representative promptly notified.

Section 4. In some instances of rules or contract violations, the employee violator will be suspended without pay pending investigation of the facts and final determination of penalty up to and including discharge. A reasonable attempt shall be made by the Company to make a final determination within five days of the suspension pending investigation, excluding Saturdays, Sundays and holidays, unless extenuating circumstances are involved.

In all discharge cases, if unjustifiable Company action is alleged, a grievance must be filed in writing within five (5) working days, and will enter the grievance procedure in Step 2. At this Step 2 meeting, the grievant may be available to make a statement in his behalf. If the case proceeds to Step 3, the grievant may attend the meeting upon request of the Union to again make a brief statement on his own behalf.

In other than discharge cases, the regular Grievance Procedure shall be used to appeal alleged unjustifiable Company disciplinary action.

Section 5. In the event a contested suspension or discharge results in arbitration and the arbitrator rules that the suspension or discharge was unjust and directs reinstatement, such action may be with full, partial or no back pay. In this event, any income from unemployment compensation shall be deducted from the directed award.

Section 6. Employees discharged shall be notified by Certified Mail.

ARTICLE 9

Seniority - Layoff

The Company and the Union recognize: (1) the older service employees' desire for job security and stability to be influenced by their seniority, as well as (2) the necessity for the Company to maintain operational efficiency and not be subjected to inefficient employee reassignments in short-term situations.

Section 1. For the purpose of this Agreement, seniority is defined as the length of continuous service with the Company dating from the last date of hire of each employee.

Section 2. All new employees shall be regarded as probationary employees for the first sixty (60) calendar days of employment, during which time the employees may be disciplined up to and including discharge with or without cause and such disciplinary action

will not be subject to the Grievance and Arbitration provision of this Agreement, and without redress from the Union.

Section 3. Seniority ranking of employees hired on the same date shall be determined by the lowest clock number assigned.

A copy of the plant and department seniority lists shall be posted in the plant and updated monthly. The Local Union shall be furnished two copies of both lists.

Section 4. Only continuous service will be credited toward seniority. Seniority and the employee/employer relationship shall terminate if:

- A. The employee quits.
- B. The employee is discharged and the discharge is not reversed through the Grievance Procedure.
- C. The employee fails to return to work following recall per Section 9, this Article.
- D. The employee is absent from work for three (3) consecutive work days without advising the Company and giving reasons satisfactory to the Company for such absence.
- E. The employee gives false reason for a

leave of absence, over-stays a leave, or engages in other employment during a leave.

- F. The employee has made a settlement for permanent, total disability.
- G. The employee is retired.
- H. An employee is not in active employment with the Company for a continuous twenty-four (24) month period.
- I. An employee has been on a continuous eighteen (18) month leave for sickness or accident.
- J. The employee falsifies or omits relevant information on his application for employment. This does not apply to employees who have three (3) or more years of service with the Company.

Individuals who are employed after termination caused by any of these reasons will be considered new employees.

Section 5. It is the desire of the Company to transfer or promote to better jobs the employees who demonstrate the skill, ability and capability to perform such jobs.

Skill and ability to perform the work required will be considered by the Company

in making promotions, transfers, layoffs, and call-backs. Where skill and ability to perform are judged relatively equal by the Company, seniority will govern.

Section 6. In the event business conditions necessitate a reduction in production schedules, temporary interruptions may result in a reduced work week. Cut-backs and reductions will be confined to the Cost Center on the affected shift. If a partial crew is retained, the employee with the least seniority within the over-manned Cost Center shall be the first laid off, presuming fully qualified, more senior employees are readily available to be assigned the necessary work.

When employees affected by a reduced work week are transferred or assigned by Management to perform available work in other Cost Centers in their department and shift, such transfers or assignments shall be afforded to senior employees provided the senior employees are fully qualified.

Section 7. If it is expected that a reduction in production may last no more than ten (10) consecutive normal work days, then the short-term layoffs, and/or cutbacks and reductions will be confined to the Cost Center on the affected shift. Under these conditions, the least senior employee within the over-manned Cost Center will be placed on layoff, provided fully qualified, more senior employ-

ees are readily available to be assigned the necessary work.

When employees affected by a reduced work week are transferred or assigned by Management to perform available work in other Cost Centers in their department and shift, such transfers or assignments shall be afforded to senior employees provided the senior employees are fully qualified.

Section 8. If Management anticipates a layoff to last longer than ten (10) consecutive normal work days, then reductions and cut-backs will be made on a departmental basis, with the least senior employee in the reduced Labor Grade displacing the least senior employee he is fully qualified to displace on the shift in the next lower Labor Grade, and so on, but not below the Labor Grade II level. Employees not reassigned in accordance with this procedure shall then be reassigned to displace the least senior Labor Grade II employee in the Case Components and Paint Department or the Case Assembly Department known as 510-540, first on the shift, or next irrespective of shift, except in the positions of Electrician, Foam Machine Operator, Vacuum Forming Operator and Powered Industrial Equipment Operator, providing they can efficiently perform the necessary work with reasonable orientation. Employees with prior demonstrated job related experience who have not been disqualified

can also displace a less senior employee in the above referenced four specific positions providing they can efficiently perform the work with reasonable orientation. The displaced employee will then displace the least senior Labor Grade I employee in the plant, on the shift; next, in the plant, irrespective of shift. If a reduction is initiated at the Labor Grade I level, the least senior Labor Grade I in the plant shall be assigned to displace the least senior Labor Grade II employee in the above mentioned two departments, first on the shift, or next irrespective of shift, provided the displaced Labor Grade I employee can efficiently perform the necessary work with reasonable orientation. The displaced employee will be placed on layoff.

Section 9. Laid-off and reduced employees, including those assigned to the Case Components and Paint Department or the Case Assembly Department known as 510-540 in accordance with Section 8, shall be restored, reassigned, or recalled in line with their seniority and qualifications prior to promotional opportunities being offered for bid or new employees being hired.

If, following the layoff and recall procedure of Sections 8 and 9, an employee is moved to a shift different than the employee had prior to the most recent layoff and subsequent recall, the employee shall be transferred to his pre-layoff shift provided he makes writ-

ten request to his present supervisor within ten (10) working days of the recall, and further provided there is a junior qualified employee available for transfer from the desired shift within the department.

Laid-off employees will be recalled by certified special delivery letter, telephone, or telegram directed to the employees' latest address as it appears on records in the Personnel Office.

When any method of recall is used other than certified special delivery letter, confirmation of the recall notice will be sent the same day as the recall, by certified mail, unless the employee reports to the Industrial Relations Office the day he or she is notified.

A recalled employee is expected to immediately notify the Company of his intention to return to work.

Exceptions may be made in case of sickness, accident involving the employee or his or her immediate family, death in the immediate family, or where an understanding is reached between the Company and the employee for reasonable notice to terminate other employment.

Section 10. The Company will consider members of the Union for appointment to supervisory and other jobs which are excluded

from the bargaining unit without regard to seniority. When former Union members, who have been removed from the bargaining unit by appointment to excluded jobs are returned to the bargaining unit, they shall reassume all seniority as defined in this Agreement. However, when employees in the bargaining unit are moved to positions not covered by this Agreement, they shall continue to accumulate seniority for the first twelve (12) months on the new job, at which time the employee's seniority will be considered "frozen" and retained. However, the employee's uninterrupted total time with the Company will be considered for vacation and pension eligibility. These employees will not displace actively working employees in the bargaining unit.

Section 11. With the inception of future Flexible Manufacturing Cells, new machinery technology and/or processes, related and required training will be offered to actively working employees who are interested and capable to undertake and achieve such training; first, to the more senior employees performing related work; next, to the more senior employees in the Department. Selected employees will be given appropriate classroom training in addition to "on-the-job" training. Such training will be on-the-clock at the employee's regular straight time rate of pay.

Section 12. When inventory is sched-

uled by the Company, it shall continue to use salaried and hourly employees as it has in the past. However, when the Company selects hourly employees, it will first offer such work to the senior employees in the department, regardless of shift, who shall have the right to accept or reject the opportunity. If the Company is not successful in getting a sufficient number of volunteers from within the department, the least senior employees in the department may be required to perform the work.

ARTICLE 10 Promotion Procedure

Section 1. When vacancies believed to be permanent in Labor Grades I through VII (except Leader-type positions if established by the Company) exist which management deems necessary to be filled, then reduced qualified employees shall be returned to their Labor Grade. If additional vacancies exist, the Company will post notice of the opening, setting forth the Labor Grade, primary duties to be performed, pay range, location of job, shift and necessary qualifications. Notices shall remain posted for a minimum of forty-eight (48) consecutive hours.

Eligible employees who believe themselves qualified for the promotion and who desire to make application may do so by obtaining an Application for Promotion from

their Supervisor and completing the form in triplicate. The employee should then go over the application with his Supervisor, who will complete the form, return the employee's copy to him, and submit the original copy of the application to the Personnel Department no later than the end of his shift.

The Company will consider the applications for promotion, make selections, post the names of the employees who are awarded the jobs, and make the new assignment within one (1) week, unless production requirements prohibit such a move. If the successful bidder has not been moved in two (2) weeks, he shall receive the higher of the two rates of pay.

As a matter of communication, the Chief Steward will be given the following:

- a) Copy of Promotional Opportunities posted.
- b) Copy of Application for Promotion.
- c) Copy of Job Award/Promotion announcement.
- d) Copy of Promotional Opportunities cancelled and posted.

Section 2. An eligible applicant for promotion is defined as an employee whose signed Application for Promotion is received by the Personnel Department while the

notice of the job opening is posted and who has not been awarded a promotion within the three (3) months prior to his present *Application for Promotion*.

In the event an employee is a successful promotional bidder and his job is subsequently cancelled, through no fault of his own, he shall have immediate bid rights if otherwise eligible.

Section 3. Employees may apply for jobs in a higher Labor Grade which have a pay advantage or for jobs in the same Labor Grade which are on a shift which is advantageous to the employee. An employee shall not be allowed to make more than one lateral Labor Grade move in a six (6) month period. An employee may not bid to a shift change more than once in a six (6) month period in the same Labor Grade. Employees with a minimum of 10 years seniority may be allowed one down bid in a two year period. However, the Company may limit the number of down bids to 10% of each Labor Grade, Cost Center and shift, equally distributed over a 12-month period.

An employee shall not suffer a reduction in his current straight time pay rate (excluding shift premium) when moving within the same Labor Grade or moving to a higher rated Labor Grade.

Section 4. Eligibility for promotion, qualifications for the promotional opening, demonstrated ability and seniority shall be factors considered for promotion. Ability shall be based on present and past job performance.

Section 5. When an employee is promoted to a position or vacancy under the provision of this Article and it develops that the employee is not capable of handling the position as determined by Management, he may be entitled to return to his former Labor Grade, provided a full-time opening exists for which he is fully qualified. Otherwise, he may be assigned to a lesser Labor Grade where a full-time opening exists for which he is fully qualified. If no full-time openings exist, he shall then displace the least senior Labor Grade I in the department on the shift; next, on the shift in the plant; next, in the plant.

When an employee is promoted to a new position and if within thirty (30) days, it is mutually agreed that the employee is not capable of handling the position, the employee will be returned to his former Labor Grade displacing the least senior employee, and so on. In this situation, the employee will be viewed as "disqualified" and not eligible to bid again for a twelve (12) month period.

In certain extraordinary situations, an employee may be transferred to a lower Labor Grade by mutual agreement of the parties.

Section 6. The Company reserves the right to appoint leadpersons, when such action, in the opinion of the Company, is necessary. Selection will be made on the basis of individual ability and leadership because their duties are of a minor supervisory nature. However, the Company shall not appoint any employee to the position of leadperson with less than five (5) years seniority. Furthermore, with regard to leadpersons with less than five (5) years seniority, the Company shall not use the skill and ability clause of Article 9, Section 5 to protect them from layoffs of longer than ten (10) consecutive normal work days. The Company may eliminate or change leadpersons as it sees fit without regard to the Union.

Leadpersons shall be offered production work overtime in their assigned Cost Center provided they are fully qualified and further provided there is a fair and equitable distribution of overtime within their Cost Center.

Section 7. Temporary assignments shall not exceed thirty (30) consecutive work days unless such an assignment is a result of an employee who is off for an approved leave. Temporary assignments are not intended to circumvent the Promotion opportunities to vacancies believed to be permanent. When a temporary transfer involves a shift change, the transferred employee will be the junior qualified employee from the selected Cost

Center provided the remaining employees are fully qualified to perform the required work.

ARTICLE 11 Hours and Overtime

Section 1. Eight (8) consecutive hours per day, excluding a 30 minute lunch period shall constitute a normal day's work.

Forty (40) hours per week, five consecutive days, shall constitute a normal week's work. Ordinarily, for most employees, the regular work week will be Monday through Friday.

An employee's work day shall consist of twenty-four (24) consecutive hours, beginning with the regular starting time of the shift to which he is assigned.

Ordinarily, the regular work day shall start between 5:30 a.m. and 8:00 a.m. for the first shift; 3:00 p.m. to 4:00 p.m. for the second shift; and 10:30 p.m. to 12:00 midnight for the third shift. In the event circumstances make it necessary to deviate from this regular schedule, management will attempt to resolve any hardship cases.

When additional shifts are required to meet production demands, that determination will be made by management for each affected Cost Center. When it is necessary to operate (3) shifts per work day, the following

may be observed:

- A. Eight (8) consecutive hours per day shall constitute a normal day's work.
- B. A twenty (20) minute paid lunch shall be provided during the normal shift.
- C. Starting times for shifts shall be determined by Cost Center and communicated in advance to the employees.

Section 2. One and one-half (1-1/2) times the employee's regular straight time hourly rate of pay shall be paid for:

- A. All hours worked in excess of eight (8) in one work day.
- B. Hours worked in excess of forty (40) in one work week. All paid hours or unscheduled hours will be credited as hours worked for purposes of this section. This includes time off for approved official Union business and time on active military reserve duty.
- C. Hours worked on the sixth day of one week, provided the employee has worked all the hours for which he is scheduled the preceding five (5) days.
- D. Hours worked on the seventh day in one week, provided the employee has worked

all the hours for which he is scheduled the preceding six (6) days.

Section 3. There shall be no pyramiding of overtime, and where more than one overtime rate is applicable, only one shall be applied.

Section 4. Management will give as much advance notice as possible to schedule overtime. In cases of late notice (less than four (4) hours for incidental; less than twenty-four (24) hours for weekend or holiday), such overtime will not be compulsory.

In case of incidental, day-to-day overtime, the employee performing the job will be the first assigned the work. Other employees in the Cost Center on the shift will share in overtime opportunities provided they are fully qualified to perform the work scheduled. Any daily overtime over two (2) hours per day shall be voluntary.

Weekend and/or holiday overtime opportunities will be equitably distributed among the fully qualified employees in the same Cost Center on the shift where the work is scheduled. The Company will maintain a weekend overtime tracking system to begin January 1 of each year. The overtime tracking system list will be available to employees and the Union for review.

NOTE: Parties verbally agree to initiate this change as of April 1, 2001.

All hours over eight (8) hours per day on the sixth day of a week shall be voluntary. All hours on the seventh day of a week or a holiday shall be voluntary. An employee who has an approved vacation day scheduled for the day before or the day following a weekend, including long weekends as a result of a holiday, will not be required to work weekend overtime. If overtime is offered and refused or worked, the overtime opportunity will be charged as part of the equitable distribution process.

Weekend overtime preceding an employee's approved one week vacation will not be compulsory.

Employees who are properly scheduled or agree to work overtime and who do not report as expected will be considered absent the same as any other work day. Absences and declines for overtime will be charged for the overtime in terms of overtime distribution.

Section 5. Unless notified one and one-half (1-1/2) hours in advance by public announcement or personal message, a seniority employee who has been scheduled to work or has been called in to work because of unexpected circumstances shall be provided at least four (4) hours of work, on his shift, that

same day, if he reports as scheduled, unless the unavailability of work is caused by a breakdown, unforeseen emergency or other condition beyond management control.

Section 6. Company-paid rest and refreshment breaks of ten (10) minutes in the forepart of an employee's shift and ten (10) minutes in the afterpart of the shift at times designated by the Company, will be provided to each employee.

ARTICLE 12

Wages

Section 1. Hourly wage rates and their effective dates appear in the Wage Appendices of this Agreement.

Section 2. All employees will be subject to and limited to the rates of pay in the Wage Appendices of this Agreement. Seniority employees who are promoted to a higher Labor Grade will receive the appropriate corresponding Time Progression Rate (TPR) for their new Labor Grade. Likewise, a demotion will result in wage reduction to the appropriate corresponding Time Progression Rate (TPR) in the lower Labor Grade. For example, an employee receiving a Grade I - 18 mo. TPR who is promoted to Grade II will receive the Grade II - 18 mo. TPR; an employee receiving a Grade IV - 30 mo. TPR who is demoted to Grade I will receive the Grade I -

30 mo. TPR. An employee will be credited with progression step time in the previous Labor Grade in promotional and demotional situations. The Company reserves the right to hire within the Minimum/Maximum ranges of the Labor Grades. Only time spent actively working will be considered in accruing progression step time.

Section 3. Each wage change resulting from promotion or demotion shall become effective on Monday, coincidental with or next following the action. Likewise, employees completing a step within their job progression schedule shall receive their increase starting the first Monday following the final approval of the increase.

Section 4. It is agreed the Company has the unilateral right to establish new jobs and to determine the job duties of each employee. In the event the Union's Local President disagrees with the Company's evaluation of a new job, he shall first discuss the matter with the Director of Human Resources with a view toward resolution. Failing a satisfactory resolution, a grievance may arise within three (3) days of that discussion and will be heard at the 3rd Step of the Grievance Procedure.

The Company will notify the Union's Local President in writing of significant additions or deletions to the overall scope of duties changed within a Labor Grade.

Section 5. A premium of \$0.50/hour shall be paid for each hour actually worked on a night shift to an employee who is regularly assigned to a night shift.

Section 6. Unless specifically bargained, reduced to writing, and signed by the parties, no add-ons or premium pay will automatically be paid to any Labor Grade.

Section 7. Pay checks shall be available for second shift employees on Thursday, and all other employees not later than Friday of each week. No more than one week's pay shall be held back in any pay period. Vacation checks will be made available to employees immediately prior to their leaving for vacation time off.

Section 8. Group Leaders/Leadpersons designated by the Company shall be eligible for at least \$0.15/hour additional.

Section 9. Employees assigned to perform a job in a higher Labor Grade shall receive the appropriate corresponding Time Progression Rate of the higher Labor Grade for such temporary assignments, when such assignments are for a regular work day.

Employees temporarily assigned to perform a job in a lower Labor Grade shall continue to receive their regular pay rate unless such assignment is designated as permanent.

ARTICLE 13 Vacations

Section 1. Seniority employees within the Bargaining Unit shall receive vacation with pay according to the following table:

| Length of Service on Employee's Employment Anniversary Date | Workdays Off For Vacation |
|---|---------------------------------|
| 1 year | 5 |
| 2 years through 7 years | 10 |
| 8 years through 16 years | 15 |
| 17 years through 24 years | 20 |
| 25 years | 25 |

The vacation year is designated as the twelve (12) consecutive month period following an employee's anniversary date.

Section 2. The requirement for vacation eligibility shall be 1200 paid hours during the twelve (12) month period preceding the employee's anniversary date. In the event an employee fails to attain the paid hours requirement for vacation eligibility because of time lost due to a work related injury for which the Company accepts liability, he shall if he calls it to the Company's attention, be credited for the hours paid by Workers' Compensation as paid hours for vacation eligibility purpose.

If an employee fails to attain the paid hours requirement for vacation eligibility because of time lost due to Article 9, Section 6, or approved official Union business, he shall if he calls it to the Company's attention, be credited for those unscheduled hours.

Section 3. Vacation pay shall be paid at the time vacations are taken. Employees can waive time off and receive pay with the Company's written consent. Additionally, an employee may elect to waive a vacation day and receive the vacation pay to cover the loss of pay due to an absence. Such consent will not be unreasonably withheld.

Section 4. If it is necessary for the Company to schedule a partial or complete vacation shutdown, not to exceed two weeks, the employee will be required to take vacation during the shutdown period unless the employee is scheduled to work. The Company will post notification of the shutdown by April 1 of each calendar year. If a vacation shutdown is belatedly scheduled, employees not scheduled to work shall have the option of electing layoff as opposed to vacation if they advise the Company on a timely basis.

Section 5. In the event that vacations can be scheduled on a staggered basis, insofar as deemed practicable by the Company, preference on the choice of vacation time off will

be made by Cost Center on the basis of seniority with the Company by February 15 of each year. Normal vacation scheduling will include inventory periods.

Section 6. Employees with vacation eligibility who are on layoff at the time of a vacation shutdown will receive vacation pay at that time, and will be considered as having taken their vacation at the time of shutdown.

Section 7. Terminated employees shall not accrue vacation eligibility since last anniversary except in cases of retirees and estates of deceased employees whose vacation shall be prorated.

Section 8. Eligible employees may elect to take vacation in increments of one day at a time. This shall apply to two situations:

- 1) Reduced work week per Article 9, Section 6, at the employee's option.
- 2) Requests made by the end of the employee's prior shift with the Supervisor's approval.

ARTICLE 14

Holidays

Section 1. The following holidays shall be observed as paid days for employees who have seniority on the date the holiday occurs,

regardless of the day of the week on which they fall, providing the employee qualifies:

New Year's Day, M. L. King's Birthday, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day.

- A. No holiday pay will be paid any employee who does not work as scheduled his last scheduled work day before the holiday and his first scheduled work day as scheduled after the holiday, unless such absence is excused by the Company in advance.

An exception may be made to the above attendance requirement for holiday pay qualifier if absence is excused by the Company; such approval shall not be unreasonably withheld.

- B. When one of the above enumerated holidays falls within the vacation shutdown, the Company may designate the last work day before the shutdown or the first work day following the shutdown as the holiday.
- C. When one of the above enumerated holidays falls within an employee's vacation period and he is absent from work during

his regular scheduled work week because of such vacation, holiday pay will be given in addition to the vacation pay. The vacationing employee may arrange to be off the day before or after his vacation by mutual agreement with his supervisor. If the day before or after the vacation is not scheduled, this day off without pay may be scheduled by mutual agreement at another time during the vacation year.

- D. No holiday pay will be paid any employee on layoff or on any leave of absence, excluding a scheduled reduced work week.

Holiday pay shall be computed on the basis of eight (8) hours regular straight time pay.

Section 2. When an employee works on a holiday, the employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate for all hours actually worked in addition to receiving holiday pay. However, if an employee is scheduled to work and does not report for work, he or she will receive no holiday pay.

Section 3. In the event a holiday falls on a Saturday or Sunday, it may be celebrated on a designated regular work day preceding or following the holiday weekend, as may double holidays that fall on a weekend.

ARTICLE 15

Insurance

Section 1. Seniority employees are eligible for enrollment in a Company-paid insurance program effective ninety (90) days following the date of hire. An outline of the program is as follows:

Effective January 1, 2001, Life Insurance in the amount of \$21,000. (Will become \$22,000 effective January 1, 2002; \$23,000 effective January 1, 2003; and \$24,000 effective January 1, 2004.)

Accidental Death and Dismemberment insurance in the amount of \$21,000. (Will become \$22,000 effective January 1, 2002; \$23,000 effective January 1, 2003; and \$24,000 effective January 1, 2004.)

Effective January 1, 2001, a weekly sickness and accident insurance benefit of \$265/week will be paid for a maximum of 26 weeks. (Will become \$275/week on January 1, 2002; \$285/week on January 1, 2003; and \$300/week on January 1, 2004.) Any benefits received or payable from the Social Security Disability Insurance Program and Retirement Plan will be offset against any Weekly Sickness and Accident insurance benefits payable.

Effective December 21, 1996, medical benefits for hospital and surgical expenses incurred by the employee and qualified dependents are provided under the Hussmann Welfare Plan through United Health Care Select Plus Plan. Any benefits paid under this program will be coordinated with any other group plan or government plan so there will be no duplication of coverage or payment.

Effective February 1, 1994, benefits for dental expenses incurred by the employee and qualified dependents are provided through a Delta Dental Plan. Any benefits paid under this program will be coordinated with any other group plan or government plan so there will be no duplication of coverage or payment.

Specific details of these benefits and any employee contributions will be included in a Summary Plan Description. The provisions of the Plan between the Company and the carrier selected by the Company will govern.

Section 2. Life Insurance, Accidental Death and Dismemberment Insurance and Medical Benefits will continue to the end of the month following the month in which lay-off starts. Weekly Sickness and Accident insurance coverage will cease on the date of layoff.

Section 3. During the period of leaves of absence, including military encampment, granted by the Company, life insurance, accidental death and dismemberment insurance and medical benefits will continue. Weekly Sickness and Accident Insurance coverage will cease on the date the leave commences.

ARTICLE 16

Retirement Plan

The Company and the Union have negotiated a Retirement Plan which is hereby incorporated by reference and made an integral part of this Agreement.

A benefit of \$31.00 a month for each year of credited service will be the payable benefit for employees retiring on or after January 1, 2001; effective January 1, 2004, will be \$32.00 a month.

The Company will provide an opportunity to all Bridgeton hourly employees to participate in a Company sponsored 401K program with contribution rates of between 2-15% of eligible earnings. Eligible earnings are defined as base wages, overtime pay, shift differentials, and vacation pay. Eligible hourly employees are those who have one year's active service in which they worked at least 1,000 hours. Employees may enroll at any time after their eligibility date. Contributions will begin the first payroll of the month after enrollment.

ARTICLE 17

Bereavement-Funeral

In the event of the death of a spouse, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, parent, or step-parent of a seniority employee, the employee shall be allowed three (3) consecutive scheduled working days off with pay at the employee's regular straight time rate provided that the employee attends the funeral or a memorial service and furnishes proof thereof if requested by the Company, and further provided that the Company shall not pay for the employee's regularly scheduled day off.

ARTICLE 18

Jury Duty

The Company shall grant actively working seniority employees who are required to serve on jury duty the employee's regular straight time hourly earnings during his or her scheduled regular work week, provided appropriate notice of jury duty has been received and the showing of proper proof of service.

ARTICLE 19

Leaves of Absence

Section 1. Upon proper application, a seniority employee may be granted a personal leave of absence of a complete work week or more, but not exceeding ninety (90) days,

and shall retain his seniority ranking, providing he does not work for another employer. The employee will be required to apply any unused vacation to the approved Leave of Absence.

Section 2. Any employee may be granted a medical leave by the Company upon the basis of facts and the presentation of a certification from a doctor designated by the Company or the presentation of a statement from the employee's doctor which, in the opinion of the Company, satisfactorily states adequate medical reasons necessitating the employee's absence from work.

It shall be the responsibility of the employee on medical leave of absence to keep the Company apprised of his status on a weekly basis, and to advise the Company in advance of his availability for work promptly following his release from the appropriate physician and in accordance with instructions from the Company Insurance Department. It is understood that an employee returning from a medical leave of absence must be physically able to resume the performance of the duties of his regular work assignment. The Company will attempt to reinstate the employee promptly following proper release.

Section 3. The Company and the Union agree to comply with the Federal law relating to the rights of employees who enter

the military service of the United States or serve as active reservists.

Section 4. Attendance at official Union meetings directed by the International or Local Union President and necessitating employee/Union officers absence from work shall be permitted, upon appropriate notice and validation, so long as no production inconvenience will be caused by such absence. Under such circumstances, employee/officers will not be required to apply unused vacation to the leave of absence.

ARTICLE 20

Health and Safety

Section 1. The Company and the Union agree that the safety and health of employees is of primary importance, and is every employee's responsibility.

The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards.

The Company shall continue to comply with all Federal, State and Local provisions and regulations for the safety and health of the employees at the plant during the hours of their employment, including reasonable provisions for first aid, needed safety devices and special protective equipment as it deems necessary.

It shall be the duty of all employees to cooperate and assist in maintaining the plant, equipment, and facilities in a clean, safe and sanitary condition. Employees shall not misuse or deface the plant, equipment or facilities.

The Joint Company-Union Safety Committee is established for the purpose of working towards improving the safety performance in the plant. The Committee would perform such functions as analyzing safety trends as to on-the-job accidents, reviewing light duty assignments, and reviewing results of department safety tours.

The Committee is comprised of three representatives appointed by management and four representatives appointed by the Union with one of the Union members being the President of the Local Union. The Committee would meet up to twice each month "on-the-clock" for up to a total of four hours.

Section 2. Once each month at a time designated by the Company, departmental supervisors will conduct a safety inspection of the work area. For this inspection, the supervisor will select an employee of that work area (rotating selection) to accompany him with a view toward identifying hazards and maintaining compliance of safety rules and procedures. A safety report form will be completed, being signed by the Supervisor and the

employee and turned in to the Safety Manager. The employee will be given a copy of this observation report.

Section 3. All on-the-job injuries shall be immediately reported to the affected employee's supervisor.

An employee injured on the job will be paid his regular straight time rate of pay for the time lost receiving medical care on the day of the accident.

If an injured employee is not able to complete his/her shift on the day of the accident as determined by authorized Medical Doctor, the employee shall be paid his regular straight time rate of pay for the remaining hours of his regular shift for the day of the injury only.

Section 4. At its discretion, the Company may implement a "light duty" work area for employees who are temporarily physically unable to perform their regular duties. Such assignments will be tempered by the employee's condition and appropriate doctor's evaluation of the suitability of the available work. Such assignments, when available, shall be approved in advance by the Company. Such temporary assignments will represent exception to the Promotion article and Seniority article. Employees assigned to the "light duty" work area shall maintain their regular Labor Grade pay. Employees assigned

to the "light duty" work area shall maintain their shift provided they have the seniority to do such and work is scheduled.

Section 5. Safety shoes must be worn by all employees while in the Plant. The Company shall provide each employee an allowance of \$40 per year for the purchase of safety shoes.

The Company shall provide each employee an allowance of \$50 toward the purchase of safety glasses every two years.

ARTICLE 21

Official Union Bulletin Board

The Company will provide a bulletin board at each of the two plant entrances and at three mid-plant locations for use by the Union for officially sanctioned Union business as authorized by the Local President.

The purpose of these information boards is to convey meaningful information such as Union meetings, special official Union announcements, absent use that is inflammatory, inciting, abusive to employees or the Company, or political in nature.

ARTICLE 22

Non-Discrimination

Section 1. There shall be no discrimination for or against any employee because of age, religion, race, creed, color, disability, national origin, or sex, or for the purpose of evading the spirit of this Agreement.

Section 2. Wherever there is a masculine reference within this Agreement, such reference likewise applies to employees who are of the female gender.

ARTICLE 23

Validation

In the event this Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by the decree of a court of competent jurisdiction, all other portions of the Agreement shall remain in full force and effect.

ARTICLE 24

Closedown Effect - Severance Pay

Section 1. The Company agrees that it will give notice to the Union of a decision to permanently close all plant operations. Such notice shall be in writing with a copy to the Union in accordance with the WARN Act.

Section 2. In event of plant closedown for reasons of labor costs or otherwise, sole obligation to the Union and employees shall be limited to the requirement of Section 1 of this Article, and fulfillment of the following severance program.

- A. Any vested but unpaid vacation shall be paid in full to each eligible employee coincidental with the termination of operations.
- B. Employees actively at work at the time of the announcement of the decision to terminate operations who have five (5) or more years of continuous service shall receive one (1) week's pay (forty (40) times his or her straight time hourly rate) for each complete year of service beyond five (5) to a maximum of ten (10) weeks' pay, providing employee remains with the Company until his or her services are terminated by the Company.

Section 3. No termination other than those described in this Article shall be subject to this severance program.

Section 4. The parties agree that should a plant closedown occur during the term of this Agreement, the employer has no other obligation to its employees or the Union beyond the date coincidental with the last seniority employee permanently laid-off.

ARTICLE 25

Duration

This Agreement shall be and remain in full force and effect from December 23, 2000, until Midnight on December 22, 2004, and from year to year thereafter unless sixty (60) calendar days notice shall be given in writing by Certified Mail by either party to the other party prior to Midnight on December 22, 2004, or any annual renewal date thereafter, of its desire to amend, modify, or terminate this Agreement. Such notice by either party shall cause this entire Agreement to terminate on the respective expiration or anniversary date.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year written above.

FOR THE COMPANY

Henry C. Cernansky
Glenn L. Compton
Richard A. Kurt
Linda M. Macchia
Glennon J. Miller
Larry W. Parson
Louis T. Stralka

FOR THE UNION

George F. Becker
Leo W. Gerard
Richard H. Davis
Leon Lynch
David A. Foster
Jerry A. Kearns
Gary E. Reay
Brenda M. Singleton
James W. Moore
Donald R. Gant
Delmer D. Compton, Jr.
William E. Mister
Donald Chester

WAGE APPENDIX
NORMAL PERFORMANCE TIME PROGRESSION RATE
Effective Date 12/23/00

| LABOR GRADE | Start | 6 Mo. | 12 Mo. | 18 Mo. | 24 Mo. | 30 Mo. | 36 Mo. |
|--------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Grade I | \$11.45 | \$11.98 | \$12.51 | \$13.03 | \$13.58 | \$14.14 | \$15.15 |
| Grade II | 11.63 | 12.17 | 12.71 | 13.25 | 13.81 | 14.38 | 15.40 |
| Grade III | 11.77 | 12.32 | 12.87 | 13.42 | 13.99 | 14.57 | 15.60 |
| Grade IV | 11.98 | 12.54 | 13.11 | 13.67 | 14.26 | 14.85 | 15.90 |
| Grade V | 12.19 | 12.77 | 13.35 | 13.93 | 14.53 | 15.14 | 16.20 |
| Grade VI | 12.40 | 12.99 | 13.59 | 14.18 | 14.80 | 15.42 | 16.65 |
| Grade VII | 12.61 | 13.22 | 13.83 | 14.44 | 15.07 | 15.71 | 16.95 |

WAGE APPENDIX
NORMAL PERFORMANCE TIME PROGRESSION RATE
Effective Date 12/23/01

| LABOR GRADE | Start | 6 Mo. | 12 Mo. | 18 Mo. | 24 Mo. | 30 Mo. | 36 Mo. |
|--------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Grade I | \$11.95 | \$12.48 | \$13.01 | \$13.53 | \$14.08 | \$14.64 | \$15.65 |
| Grade II | 12.13 | 12.67 | 13.21 | 13.75 | 14.31 | 14.88 | 15.90 |
| Grade III | 12.27 | 12.82 | 13.37 | 13.92 | 14.49 | 15.07 | 16.10 |
| Grade IV | 12.48 | 13.04 | 13.61 | 14.17 | 14.76 | 15.35 | 16.40 |
| Grade V | 12.69 | 13.27 | 13.85 | 14.43 | 15.03 | 15.64 | 16.70 |
| Grade VI | 12.90 | 13.49 | 14.09 | 14.68 | 15.30 | 15.92 | 17.15 |
| Grade VII | 13.11 | 13.72 | 14.33 | 14.94 | 15.57 | 16.21 | 17.45 |

WAGE APPENDIX
NORMAL PERFORMANCE TIME PROGRESSION RATE
Effective Date 12/23/02

| LABOR GRADE | Start | 6 Mo. | 12 Mo. | 18 Mo. | 24 Mo. | 30 Mo. | 36 Mo. |
|------------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Grade I | \$12.45 | \$12.98 | \$13.51 | \$14.03 | \$14.58 | \$15.14 | \$16.15 |
| Grade II | 12.63 | 13.17 | 13.71 | 14.25 | 14.81 | 15.38 | 16.40 |
| Grade III | 12.77 | 13.32 | 13.87 | 14.42 | 14.99 | 15.57 | 16.60 |
| Grade IV | 12.98 | 13.54 | 14.11 | 14.67 | 15.26 | 15.85 | 16.90 |
| Grade V | 13.19 | 13.77 | 14.35 | 14.93 | 15.53 | 16.14 | 17.20 |
| Grade VI | 13.40 | 13.99 | 14.59 | 15.18 | 15.80 | 16.42 | 17.65 |
| Grade VII | 13.61 | 14.22 | 14.83 | 15.44 | 16.07 | 16.71 | 17.95 |

WAGE APPENDIX
NORMAL PERFORMANCE TIME PROGRESSION RATE
Effective Date 12/23/03

| LABOR GRADE | Start | 6 Mo. | 12 Mo. | 18 Mo. | 24 Mo. | 30 Mo. | 36 Mo. |
|------------------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Grade I | \$13.00 | \$13.53 | \$14.06 | \$14.58 | \$15.13 | \$15.69 | \$16.70 |
| Grade II | 13.18 | 13.72 | 14.26 | 14.80 | 15.36 | 15.93 | 16.95 |
| Grade III | 13.32 | 13.87 | 14.42 | 14.97 | 15.54 | 16.12 | 17.15 |
| Grade IV | 13.53 | 14.09 | 14.66 | 15.22 | 15.81 | 16.40 | 17.45 |
| Grade V | 13.74 | 14.32 | 14.90 | 15.48 | 16.08 | 16.69 | 17.75 |
| Grade VI | 13.95 | 14.54 | 15.14 | 15.73 | 16.35 | 16.97 | 18.20 |
| Grade VII | 14.16 | 14.77 | 15.38 | 15.99 | 16.62 | 17.26 | 18.50 |

HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the Company agreed that they will pay for an Educational Assistance Program for all eligible hourly employees according to the following guidelines:

1. All Bridgeton hourly employees are eligible after one year of employment with Hussmann.
2. The courses or programs must be leading to a job related undergraduate degree, certificate, or diploma. Classes are limited to one per school term (up to 5 credit hours).
3. Reimbursement of expenses is capped at \$2,500.00 per employee per year and covers 100% of tuition, fees, and parking; and 75% of books.
4. Employee must pass the course with a "C" average or better.
5. The administration and approval process of the program will be run in accordance with HR policy D-11.
6. In the event of a company initiated work schedule change, non-refundable fees will be reimbursed.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the parties agreed that if an employee were awarded back pay per Article 8, Section 5, the Company would administer the issue of Unemployment Compensation consistent with the arbitration of Raymond Roberts regarding Grievance No. 81-33 dated June 26, 1981.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the Company agreed to provide the following information regarding Union membership:

1. Provide a monthly listing to show the names of active Union employees for whom the Company has not deducted Union dues. This list will include the employee's name, monthly gross earnings, and hours worked.
2. On a quarterly basis, provide a computer printout listing in alphabetical order of names, addresses, and Social Security numbers of all bargaining unit members.
3. Provide a list of employees recalled from layoff at the time of recall to include name, date of recall, and shift to report.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 contract negotiations, the Company agreed to continue the concept of a full-time Union representative (Chief Shop Steward). The Union representative will be assigned to the first shift.

This representative will be responsible to resolve complaints at the lowest possible level and to continue to improve and foster positive Union/Company relations.

The Company will agree to pay for one-half the time that the representative spends in the Plant up to twenty (20) hours per week. All Union time will be credited for pension credits and vacation eligibility.

If the Union representative wishes to discuss a complaint with the employee during work time, the representative must first gain approval from the employee's immediate supervisor.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
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(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, both parties discussed the issue of temporary transfer of qualified employees into the Sheet Metal Department from other departments in order to meet increasing Sheet Metal manpower requirements during the busy season. The parties have agreed to the following selection and assignment criteria when management expects this temporary transfer to exceed thirty (30) days:

1. The Company shall first ask for qualified volunteers.
2. The Company shall then select junior qualified employees by department providing the remaining employees in said department can perform the required work in that department.
3. Where practicable, employees designated for temporary transfers shall be assigned to the shift that they were on at the time of selection. The remaining employees shall be assigned to a shift consistent with the manpower needs of the Company.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
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(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, both parties discussed the importance of resolving pay check shortages. If requested by the employee, the Company will issue a special check if the shortage is verified by the supervisor as eight (8) or more gross pay hours on a weekly pay check.

The schedule for issuing this check is as follows:

1. The first shift employee must notify the supervisor of the shortage on or before five (5) hours prior to the end of his Friday shift. The special check would then be available at the end of the shift on Friday.
2. The second shift employee must notify the supervisor of the shortage on or before the end of his shift on Thursday. The special check would then be available at 4:00 p.m. on Friday.
3. The third shift employee must notify the supervisor of the shortage on or before the end of his shift on Friday morning. The special check would then be available by 1:00 p.m. on Friday.
4. Checks received on any other days because of holidays falling due shall be treated in the same manner as though it was a regular pay day.

In order to meet the above-referenced requirements, it is understood that pay checks for first shift shall be distributed within the first two (2) hours of an employee's shift.

In the event of unforeseen circumstances, the above schedule may vary.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSBmann

Husmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the parties discussed at great length the duties and responsibilities of the Leadperson position as referenced in Article 10, Section 6, of the Agreement. In order to clarify this issue, the following is a list of major responsibilities of this position:

1. Assist Supervisor in assuring timely performance of assigned work with due regard for quality, quantity, costs, and safety requirements.
2. May assist Supervisor in planning and organizing of departmental operations to include systems work to meet production schedules.
3. Interface with Expediting, Materials Control, Scheduling, Manufacturing Engineering, Quality Assurance, etc. in the coordination of intra-departmental activity.
4. Assist the Supervisor in the training of the workforce.
5. Assist the Supervisor in ensuring that good housekeeping, cleanliness and orderly work areas exist through the efforts of all employees.
6. When not performing Leadperson duties, perform production work as assigned.

Leadpersons are not responsible for:

1. Involved with issuing discipline.
2. Direct input and verification of payroll data to the Payroll system.
3. Giving "direct orders" to employees.

The Company has assured the Union that they will thoroughly investigate any alleged abuse of the Leadperson position to resolve the issue.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
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December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

Effective this date, it is the position of the Company that the use of temporary employees contracted through an employment agency does not fall under the category of sub-contracting as contemplated in Article 4, Section 1H of the current collective bargaining agreement.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Husmann Corporation
12999 St. Charles Rock Road
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(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the Company agreed that if the Company physician requires an employee to be evaluated through a work hardening program, the Company shall pay for the cost of such program.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
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(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

**SUBJECT: COST CENTER MOVEMENT WITHIN A DEPARTMENT
EFFECTIVE DATE: JUNE 1, 1997**

Dear Mr. Kearns:

During the 1996 contract negotiations, the parties discussed the importance of resolving issues pertaining to movement of least senior employees from Cost Center to Cost Center within a department.

In respect to this issue and the desire of both parties to make the movement of employees across cost centers within a department as efficiently and effectively as possible, the following has been agreed to:

1. When transferring Labor Grade I and Labor Grade II employees between Cost Centers in the Case Assembly and Case Components and Paint Departments, the Company shall transfer the junior qualified employees except for the positions as set forth in Article 9, Section 8 ... Case Assembly Electrician, Foam Machine Operator, Vacuum Forming Operator and Powered Industrial Equipment Operator, provided fully qualified more senior employees are available to perform the necessary work.
2. Both parties agree to meet and discuss any potential unforeseen areas of conflict should they arise under this Letter of Agreement as it relates to fair and equitable treatment of employees and/or the ability of the Company to reasonably conduct efficient and productive production with the Plant.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

SUBJECT: MAINTENANCE TECHNICIAN CERTIFICATION PROGRAM

Dear Mr. Kearns:

During the 2000 contract negotiations, both parties agreed to continue the Maintenance Technician Certification Program per Article 12, Section 4, of the Agreement. The specific job duties are outlined in the Maintenance Technician job description.

The specific criteria for this position is as follows:

1. Selection for Training - Employees will be selected for training in accordance with Article 9, Section 11, of the Agreement.
2. Testing and Certification - Employees selected will be required to pass a pre-requisite evaluation before they begin the classroom training. In addition, an employee must successfully complete the Performance Evaluation requirement of the program before he/she starts the "Hands On" training. After completion of this training, the employee must pass the Certification requirement of the program before becoming a successful bidder as a Maintenance Technician. Refer to the attached document for more details regarding the Maintenance Technician Certification Program.



Employees have two opportunities to pass the Performance Evaluation and Certification requirements of the program. If an employee is unable to pass these requirements after two attempts, then the employee will be ineligible to reenter the program until all eligible Maintenance employees (who are on the seniority list as of August 1, 1992) are considered for the program.

3. Temporary Transfer - Only employees who have successfully completed the Certification requirement of the program will be eligible to receive the Maintenance Technician pay rate for temporary assignments per Article 12, Section 9, of the Agreement.
4. Wage Rate - The Maintenance Technician job will be bid and awarded per Article 10 of the Agreement. A successful bidder must have successfully passed the Certification requirement of the program. Once the bid is awarded, the employee will be assigned and paid as Labor Grade VII plus an adder of \$0.85/hour.

Sincerely,

Richard A. Kurt
Director, Human Resources

HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the parties discussed issues involving working conditions during the summer months. Based on these discussions, the Company commits to conducting a study to determine the feasibility and cost associated with improving the flow of air through the shop. This study will be conducted by August 31, 2001.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

SUBJECT: CELL OPERATOR CERTIFICATION PROGRAM

Dear Mr. Kearns:

Regarding the assignment of newly certified cell operators and selection of employees for future cell operator training programs, the parties have agreed to the following selection criteria:

Assignment of Newly Certified Cell Operators: Once an employee has successfully completed the certification process for a Cell Operator, the following steps will be taken:

1. The newly certified employee shall be automatically promoted to Labor Grade IV Cell Operator without a bid. The employee shall be assigned to the shift that the employee was on at the time of the certification.
2. The Company shall post a bid for a Labor Grade IV Cell Operator. The bid shall be for the shift that the newly certified Cell Operator is assigned.
3. The bid shall be awarded to the senior qualified Labor Grade IV Cell Operator on any shift. After the bid is awarded, the Company shall have the right to transfer the junior qualified Labor Grade IV Cell Operator from the overmanned shift to the undermanned shift. If no bid is awarded, no transfer is necessary.
4. Example A: Employee A, assigned to the first shift, is newly certified and is automatically promoted to Labor Grade IV Cell Operator on the first shift. The Company posts a bid for a



Labor Grade IV Cell Operator on first shift. If Employee B, a second shift senior qualified Labor Grade IV Cell Operator, bids for the first shift job, he shall be awarded the job. If the Company decides to fill the second shift vacancy made by Employee B, Employee C, the junior qualified Labor Grade IV Cell Operator on the first shift, shall be transferred to the second shift to fill that vacancy. If Employee A is the junior qualified Cell Operator on first shift, Employee A shall be transferred to the undermanned shift.

Example B: Employees A and B, assigned to the first shift, are newly certified and automatically promoted to Labor Grade IV Cell Operators on the first shift. The Company posts a bid for two Labor Grade IV Cell Operators for the first shift. Employee C, assigned to the second shift, and Employee D, assigned to the third shift, are the two senior qualified bidders and are awarded the first shift jobs. If the Company decides to fill the two vacancies made by Employees C and D, Employees E and F, the junior qualified Labor Grade IV Cell Operators on the first shift shall be assigned to fill the vacancies on the second and third shifts. The more senior employee of Employees E and F shall have the option to select the second or third shift. The more junior employee shall be assigned to the remaining undermanned shift.

5. *Consistent with the Management's Rights clause and long standing past practice, the Company shall have the right to determine manpower requirements on each shift and shall have the right to permanently transfer junior qualified employees to other shifts as needed.*

In order to protect the rights of qualified employees, the parties have agreed to allow training bids to those qualified employees for the express purpose of entering Cell Operator Training. Preference will be given to those employees performing relevant work in the Sheet Metal Department. After that preference is exercised, the training bids will be awarded to the senior bidders on a plant-wide basis. The training Labor Grade pay will be each individual bidders pre-bid Labor Grade pay.

If an employee fails to successfully complete the training, the employee shall be returned to his former Labor Grade and shift displacing the least senior employee.

Sincerely,

Richard A. Kurt
Director, Human Resources

HUSSMANN

Hussmann Corporation
12999 St. Charles Rock Road
Bridgeton, MO 63044-2483
(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Keams
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Keams:

During the 2000 negotiations, the Company agreed that they will pay the total premium for Medical/Dental coverage up to the below listed maximums:

| | |
|---------------------------------|----------------|
| Single Coverage | \$166.62/month |
| Employee + 1 Dependent | 315.94/month |
| Employee + 2 or More Dependents | 465.27/month |

The Parties agreed any cost in excess of these amounts will be shared equally by the Company and employees, except that the maximum employee contribution for Medical/Dental coverage shall not exceed the following:

| | <u>1/1/01</u> | <u>1/1/02</u> | <u>1/1/03</u> | <u>1/1/0</u> |
|---------------------------------------|---------------|---------------|---------------|--------------|
| Single Coverage | \$15/month | \$15/month | \$20/month | \$25/month |
| Employee + 1 Dependent | \$30/month | \$30/month | \$35/month | \$40/month |
| Employee + 2 or More Dependents | \$45/month | \$45/month | \$55/month | \$65/month |

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSMANN

Hussmann Corporation
12999 St. Charles Rock Road
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(314) 291-2000

December 21, 2000

LETTER OF UNDERSTANDING

Mr. Jerry A. Kearns
Staff Representative
United Steelworkers of America
3362 Hollenberg Drive
Bridgeton, MO 63044-2477

Dear Mr. Kearns:

During the 2000 negotiations, the parties discussed issues involving the delivery of food, beverage and snack services to the workforce. Based on these discussions, the Company commits to the following:

1. Develop a process to track the timeliness of food carts in the delivery of the aforementioned services on the shop floor.
2. Establish sanitary standards which the Food Service provider will follow.
3. On a trial basis, introduce vending machines to include items such as soda, candy, snacks, and canned foods.

With regard to the vending service, it is understood that should problems occur, such as vandalism, debris from vending items on the shop floor, unauthorized absences from the work area, etc, the Company retains the unilateral right to discontinue the vending service.

The parties agree and understand that issues involving this letter of understanding and all other food service issues will be between the employee and the Food Service Contractor. In other words, these are not matters for the grievance procedure. However, the Company will meet with the Union on an as needed basis in an effort to resolve any such issues.

Sincerely,

Richard A. Kurt
Director, Human Resources



HUSSMANN CORPORATION
BRIDGETON PLANT

DEPARTMENTS/COST CENTERS

PRODUCT DISTRIBUTION

Staging Area/Warehouse 575-75

FACILITIES/MAINTENANCE

Maintenance 505-05

CASE COMPONENTS & PAINT

PACE 500-01

Coil & Tube 520-22

Ends 530-31

Custom Products 550-53

Custom Products - S.M. 550-54

New Paint Line 560-57

Paint 560-61

Lighting 580-80

Light Duty 580-87

SHEET METAL

Shearing 550-A4

Whistler 550-A5

Forming 550-A7

Cells 550-A8

Welding 550-A9

TOOLING & PROCESSING

Tooling 505-06

CASE ASSEMBLY

| | |
|--------------------------|--------|
| Impact - Medium Temp | 510-02 |
| Impact - Wide Island | 510-03 |
| Impact - Reach-In | 510-04 |
| Impact - Frozen Food. WI | 510-08 |
| Self-Contained Deli | 510-12 |
| Deli | 510-14 |
| Impact - Deli | 510-15 |
| NF6 | 510-16 |
| Foam | 510-18 |
| Modification | 540-43 |

FACTORY SERVICE PARTS

| | |
|-------------------|--------|
| Service Storeroom | 590-97 |
|-------------------|--------|

PRODUCTION & INVENTORY CONTROL

| | |
|--------------------------|--------|
| Receiving/Stores | 590-93 |
| Bare Metal Parts Storage | 590-95 |
| Color Control | 590-98 |

12/21/00

AGREEMENT

SUBSTANCE ABUSE POLICY (INCLUDING DRUG TESTING)

The parties have agreed to the Substance Abuse Policy (including Drug Testing) attached hereto, and incorporated by reference herein, and to the following items.

1. The Company agrees to pay for transportation costs to and from collection site at which the drug/alcohol testing will be administered.
2. The Company collection procedure shall follow the NIDA guidelines for specimen collection.
3. Urine specimens will be tested for the following substances:

| | Screening <u>Cutoff</u> | Confirmation <u>Cutoff</u> |
|-----------------|----------------------------|-------------------------------|
| Amphetamines | 1000 ng/ml | 500 ng/ml |
| Barbiturates | 300 ng/ml | 100 ng/ml |
| Benzodiazepines | 300 ng/ml | 100 ng/ml |
| Cocaine | 300 ng/ml | 150 ng/ml |
| THC - Marijuana | 100 ng/ml | 15 ng/ml |
| Opiates | 300 ng/ml | 150 ng/ml |
| PCP | 25 ng/ml | 5 ng/ml |
| Methadone | 300 ng/ml | 100 ng/ml |
| Propoxyphene | 300 ng/ml | 100 ng/ml |
| Methaqualone | 300 ng/ml | 100 ng/ml |

A blood alcohol (ethanol) level .04 g/dl or above is considered positive.

4. An employee sent for testing, pending the test results, will be allowed to report for work the next day provided his supervisor deems him fit for duty. The Company shall maintain the exclusive right to make such determination and such determination shall not be subject to challenge through the grievance procedure.
5. If discipline is involved, the results will be furnished to the employee if requested. The Company and the Union reserve the right to refer the said results to any disciplinary hearing, arbitration or unemployment hearing initiated by the employee or Union.
6. Only drug/alcohol related offenses after March 22, 1990, will be considered for purposes of administering the Substance Abuse Policy. Prior related offenses will still be considered part of the employee's overall disciplinary record.
7. A refusal to take a drug/alcohol test will be the equivalent of an admission of an alcohol/drug related rule violation.
8. The Union reserves the right to challenge the application of this Plan in each particular case.
9. Any of the above procedures or portion of the Substance Abuse Policy (including

Drug Testing) will be voided if prohibited by any applicable federal or state law.

10. Article III of said policy referring to pre-employment drug testing was not a matter of negotiations between the parties.
11. To clarify the current policy, if rehabilitation is recommended that the employee will follow the recommendation of the immediate counselor.
12. Prior to an employee's return from inactive status of longer than 60 days, notification of passing the Company's standard (equivalent to pre-employment) drug test must be received. An employee who tests positive under this provision shall be handled in the same manner as employees testing positive under reasonable cause.
13. Any employee involved in a work related injury who is sent for medical care outside the manufacturing facility will undergo a drug/alcohol test. The initial alcohol screen will be performed by a breathalyzer/saliva alcohol test. A level of .04 g/dl or above will require confirmation by blood test.
14. The Company and Union will meet and discuss the progress of the Substance Abuse Program every six months.

15. The parties agree that a Rule #10 violation will be deemed the same as a Rule #11 violation. However, the employee in violation of Rule #10 shall sign the same Second Chance Agreement as the employee who refuses to take a drug/alcohol test.

16. An employee shall have a maximum of four (4) hours to produce a urine specimen. The first two (2) hours shall be paid for by the Company at the employee's straight time hourly rate; the second two (2) hours shall be unpaid. The employee shall be allowed to consume up to twenty-four (24) ounces of Company supplied liquids in the first two (2) hours. The failure to produce an adequate specimen within the allotted four (4) hour time period shall be considered the same as a refusal to take the test.

HUSSMANN

HUMAN RESOURCES POLICY

| | |
|--|---------|
| SUBJECT SUBSTANCE ABUSE POLICY (Including Drug Testing) | |
| POLICY NO. | E-27 |
| ISSUED | 4/30/90 |
| SUPERSEDES | |
| ISSUE OF | NEW |

APPLICATION: All U.S. Locations

I. PREFACE

The abuse of alcohol and drugs is a problem affecting all facets of society. Hussmann management believes that the abuse of alcohol or drugs adversely affects employee efficiency, safety, health, and morale. Management is also concerned about the well-being of Hussmann employees and their families and recognizes that alcohol and drug abuse has a negative influence on family stability and welfare. Hussmann management believes that its employees play an important part in shaping how the corporation is perceived by its customers and the general public. An alert and healthy work force enhances the corporation's image and contributes to its continued success. Further,

Hussmann Corporation endorses the provisions of the federal Drug-Free Workplace Act and has taken steps to comply with the provisions of that Act.

II. POLICY

This policy is a condition of employment which all employees accept by continuing to work for Hussmann Corporation.

- A. Any employee who uses, sells, attempts to sell, transfer, or is in possession of illicit drugs during working hours or while on company property will be subject to discharge.
- B. Any employee who is required to take a drug test, under the provisions of this policy, and who subsequently tests positive for illicit drugs, may face possible disciplinary action up to and including discharge. He or she may be required to seek assistance as a condition of his or her continued employment.
- C. Any employee who uses alcoholic beverages or legal prescription drugs without medical authorization during working hours may face disciplinary action, up to and including discharge. He/she may be required to seek assistance as a condition of continued employment.

- D. Employees must report to the Company any conviction for violation of a criminal drug statute in the workplace within five (5) days of that conviction. A "conviction" is defined as a finding of guilt (including a plea of nolo contendere or no contest).

III. APPLICANTS FOR EMPLOYMENT

- A. All final candidates for employment will be required to provide a urine specimen which will be analyzed for the presence of certain drugs. All offers of employment will be made contingent upon satisfactory results of this analysis. Refusal by an applicant to provide a specimen, or a test result which, upon confirmation, indicates the presence of certain drugs, will result in the applicant being rejected from further consideration.
- B. Medication prescribed by a physician and used in accordance with the physician's instructions is not covered by this policy. However, each applicant taking medication is required by this policy to ask his/her physician if such medication may impair his/her ability to safely perform his/her job and to report such a possibility to his/her supervisor upon reporting for work.

C. The drug screen will test for the presence of:

Amphetamines (Amphetamines, Dextro-amphetamines, Methamphetamines)
Cocaine (Benzoyllecgonine)
Cannabinoids (Marijuana, hashish, hash oil, THC)
Opiates (Heroin, Morphine, Codeine)
Phencyclidine (PCP)Barbiturates (Secobarbital, Pentobarbital, Phenobarbital, Butobarbital)Benzodiazepine (Oxazepam, i.e. Valium, Librium, Xanax)Methadone (Methadone)
Methaqualone (Methaqualone)
Propoxyphene (Propoxyphene, Norpropoxyphene)

D. Candidate drug screening will be performed in conjunction with a required physical examination. All final candidates for employment with Hussmann will undergo such an examination. The physician performing the examination will determine if the applicant is currently using prescription or non-prescription medications which may affect the drug screening. If the physician determines that this is the case, he may reschedule the drug screen for a later date or take other appropriate measures to assure the validity of the drug test.

E. All tests for drugs and/or controlled substances will be undertaken at a laboratory

selected by the Company. All specimens will be collected and transported to the laboratory in accordance with the laboratory's established chain of custody procedures. Any initial positive drug test screens will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS).

- F. The Human Resources Department or local authority will notify all final applicants of the procedures for undergoing physical examination and drug screening.

IV. REASONABLE CAUSE

If management has a reasonable cause to suspect that an employee has prohibited drugs or their metabolites in his/her system, or alcohol in his/her system to the extent that it impairs his/her job performance, or has exhibited symptoms of recent use, said employee may be required to submit to *urine, breath, and/or blood tests to determine if drugs, drug metabolites, or alcohol are in the employee's system.*

A supervisor must be able to clearly articulate his/her observations of suspected alcohol or drug use—or impairment from such suspected use. Indications of use and/or impairment from use of alcohol or drugs include direct observation of use, changes in appearance, performance, or behavior, espe-

cially after lunch or break, increased nervousness, and the odor of alcohol or other drugs (e.g. marijuana) on the employee. Other indications may include complaints about the employee's behavior and an increase in accidents or injuries where alcohol or drug use is suspected.

A confirmed positive test may subject the employee to discipline up to and including discharge. It may also require him/her to participate in either a rehabilitation program or an information and education program, as recommended by the Company's Employee Assistance Program. Participation in and completion of the recommended program will be a condition of continued employment. The employee will also be subject to unannounced follow-up testing over a one year period, commencing on the date the first test was confirmed as positive. A second confirmed positive test during that one year period will result in immediate termination.

V. CONSEQUENCES OF TESTING POSITIVE FOR DRUGS OR ALCOHOL

- A. Employees who undergo drug testing and test positive may be eligible for referral to the Company's Employee Assistance Program. If referral to outside treatment

resources is recommended by the Employee Assistance Program, such treatment may be covered by the employee's health insurance. If inpatient rehabilitation is required, the employee will be placed on a medical leave of absence.

- B. As a condition of continued employment, employees who are referred to the EAP, whether inpatient or outpatient, will be required to sign the agreement attached as Exhibit A, Second Chance Agreement. This agreement, among other things, requires that the employee follow all treatment recommendations, allow the treatment program to disclose information to the Employee Assistance Program regarding the employee's treatment, substance abuse, and its impact on job performance, and that the employee cooperate in unannounced follow-up testing for a period of one year after his/her first positive test result. An employee's failure to adhere to any aspect of the agreement or any subsequent positive test result within 12 months of the first positive test will result in immediate termination. This follow-up testing requirement will apply, whether or not the employee has been determined by the Employee Assistance Program to be in need of rehabilitation.

VI. EMPLOYEE ASSISTANCE PROGRAM

- A. Self Referrals. Any Hussmann employee, or immediate family member of a Hussmann employee, may voluntarily seek assistance for a personal problem including alcohol and/or substance abuse by contacting the Employee Assistance Program. All such requests for assistance will be strictly confidential. There is no charge for EAP services, but if it is necessary to refer the employee or family member to an outside resource, the charges for service provided by outside resources (if any) are the responsibility of the employee. In some cases, insurance may cover most or a portion of such charges.
- B. Supervisory Referrals An employee who displays deteriorating job performance, faulty judgment, absenteeism, tardiness or behavior disruptive to normal operations, should be confronted about these observations and referred to the Employee Assistance Program. Supervisors should never attempt to diagnose personal problems or speculate on the reasons for such employee behavior.

Any employee who reports for work, or attempts to work, under the influence of

alcohol or drugs will be required to undergo testing for the presence of alcohol or drugs. If he or she tests positive for the presence of alcohol or drugs, he or she will face discipline up to and including discharge. Job performance problems, disruptive behavior, including behavior which is clearly out of character for that employee, or other signs of impairment which a supervisor can clearly articulate and document, may require medical or EAP referral.

VII. CONSENT

Prior to being required to submit to any testing procedures described in this policy, the employee or applicant must sign a consent form (Exhibit B and C, respectively) provided by the Company and by the laboratory collection facility.

VIII. FAILURE TO COOPERATE

An employee's refusal to submit to such tests for alcohol or drugs, and/or to sign a consent to release information, will be considered a refusal of a direct work order, and will subject the employee to discipline up to and including discharge. Similarly, an employee's refusal to abide by any of the requirements of the Company's Employee Assistance Program,

including but not limited to cooperation in follow-up testing, will result in immediate termination.

IX. LIMITATIONS OF THIS POLICY

This policy does not authorize the use of drug testing on a random basis or without reasonable cause to believe that an employee is under the influence of alcohol or drugs. Supervisors will be trained to focus on and identify job impairment indicators which may be a result of alcohol/substance abuse. However, there may be many reasons for sub-par job performance and supervisors should not attempt to diagnose the causes of impaired performance. When it is suspected that a personal problem may exist, supervisors should refer the employee to EAP.

Exhibit A

SECOND CHANCE AGREEMENT

In consideration of the Company's willingness to continue my employment, I, _____, agree:

1. To cooperate in any number of unannounced surprise tests of my breath, blood, and/or urine for evidence of alcohol or drug use at times determined solely by the Company during the next twelve (12) months.
2. Not to report to work or to work under the influence of drugs or alcohol and not to possess or consume drugs or alcohol while at work or working.
3. If rehabilitation is recommended, to follow my counselor's and/or therapist's directions and recommendations with respect to rehabilitation and to successfully complete any inpatient and/or outpatient rehabilitation programs recommended and/or directed by said counselor and/or therapist and/or any other prescribed guidelines of the rehabilitation program, or the Company's Employee Assistance Program.
4. To authorize persons involved in counseling, diagnosing, and treating me, to disclose to the Employee Assistance Program

my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties and to execute any written authorizations which said counselor and/or therapist require in order to provide the Employee Assistance Program with such information.

I understand and agree that I may be terminated from my job if I violate or revoke any of the terms of this Agreement.

I understand that this Agreement is not a *guarantee of employment* and that I may be terminated at any time for any reason or if there is a collective bargaining agreement then in accordance with the provisions of the collective bargaining agreement notwithstanding my compliance with this Agreement.

I have read and understand this Agreement and certify that I am entering into it voluntarily and with full knowledge of its significance after being given a *reasonable opportunity* to discuss its terms with a representative of the Union, if requested.

Date: _____

Witness

Date: _____

Exhibit B

CONSENT AND RELEASE

I, _____, hereby consent to the collection of urine, and/or blood or breath specimens from me, to the testing of such specimens for alcohol, drugs or their metabolites, to the release of test results and other relevant medical information by [names of facilities which draw and test specimens] to Hussmann Corporation management. I understand that my refusal to consent to testing and to agree to have the results released to a representative of Hussmann Corporation will be considered a refusal of a direct work order, and may subject me to discharge. If an applicant, my refusal to consent may result in my application being rejected.

I have, within the last 30 days, taken the following medications.

| <u>Name of Drug</u> | <u>Prescribing Physician</u> |
|---------------------|------------------------------|
| _____ | _____ |
| _____ | _____ |

Consent Given:

(Signature)
Date: _____

Witness
Date: _____

SECOND CHANCE AGREEMENT (Refusal to Take a Drug/Alcohol Test)

In consideration of the Company's willingness to continue my employment,

I, _____ agree:

1. To cooperate in any number of unannounced surprise tests of my breath, blood and/or urine for evidence of alcohol or drug use at times determined solely by the Company during the next twelve (12) months.
2. Not to report to work or to work under the influence of drugs or alcohol and not to possess or consume drugs or alcohol while at work or working.

I understand and agree that I may be terminated from my job if I violate or revoke any of the terms of this Agreement.

I understand that this Agreement is not a guarantee of employment and that I may be terminated at any time for any reason or if there is a collective bargaining agreement then in accordance with the provisions of the collective bargaining agreement notwithstanding my compliance with this Agreement.

I have read and understand this Agreement and certify that I am entering into it voluntarily and with full knowledge of its significance after being given a reasonable opportunity to discuss its terms with a representative of the Union, if applicable.

Date: _____

Witness

Union Representative or Other Witness

Date: _____

| | | | |
|----------------|---------------|---------------|---------------|
| September 2002 | October 2002 | November 2002 | December 2002 |
| May 2002 | June 2002 | July 2002 | August 2002 |
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| September 2001 | October 2001 | November 2001 | December 2001 |
| May 2001 | June 2001 | July 2001 | August 2001 |
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2003

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|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | 1 | 2 | 3 | 4 | 5 | | | | | 1 | 2 | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 | | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | |
| | | | | | | | | | | | | | | 31 | | | | | | | | | | | | | |

| May 2003 | | | | | | | June 2003 | | | | | | | July 2003 | | | | | | | August 2003 | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | | 1 | 2 | 3 | 4 | 5 | 6 | | | | 1 | 2 | 3 | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
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| September 2003 | | | | | | | October 2003 | | | | | | | November 2003 | | | | | | | December 2003 | | | | | | |
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| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | 1 | 2 | 3 | 4 | 5 | | | | | 1 | 2 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | | 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 29 | 30 | 31 | | | | |
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2004

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| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | | 1 | 2 | 3 | 4 | | | | | | 1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | |
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|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | | | 1 | 2 | | | 1 | 2 | 3 | 4 | 5 | 6 | | | 1 | 2 | 3 | 4 | | | | | | 1 | | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| 31 | | | | | | | | | | | | | | | | | | | | | 30 | 31 | | | | | |
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| September 2004 | | | | | | | October 2004 | | | | | | | November 2004 | | | | | | | December 2004 | | | | | | |
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| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| | | 1 | 2 | 3 | 4 | 5 | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | | | | | | 27 | 28 | 29 | 30 | 31 | | |
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