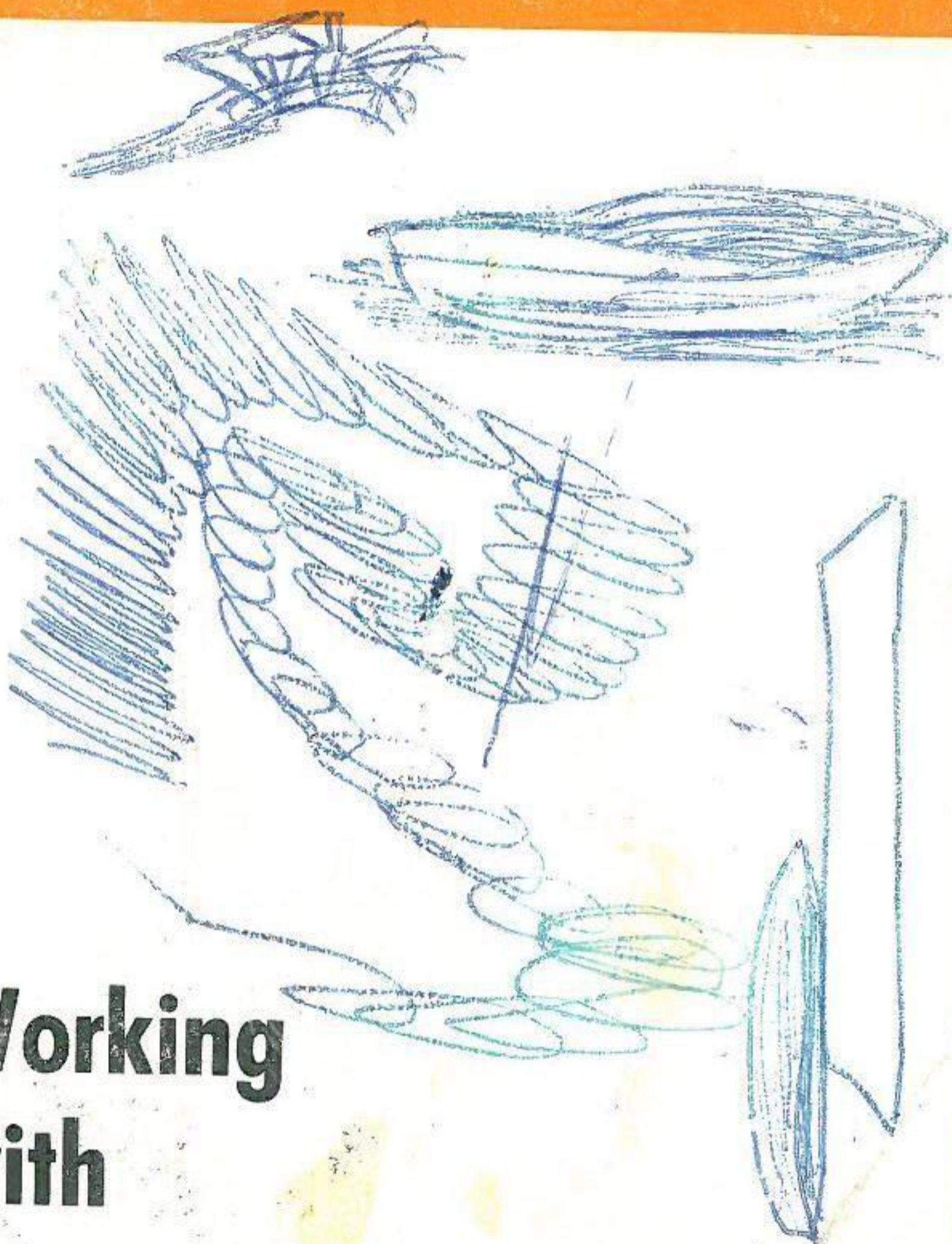


KRUPS



**Working
with
Krupps Engineering Ltd.**

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Working With Krups Engineering Limited

This booklet has been drawn up as an introduction to people beginning work here for the first time and also as a general guide to the Agreement between the Company and the Irish Transport and General Workers Union.

This booklet has a number of different parts which will tell you:

Some information about the Company and the products which you will help to make here;

The rules and regulations governing work and behaviour within the factory;

The facilities and benefits available to workers within the Company;

The procedures and the way to go about doing things in certain circumstances.

Information about the Company

Krups Engineering Limited is a wholly-owned subsidiary of the West German Company, Robert Krups of Solingen, near Dusseldorf, which has been a maker of scales since 1846 and domestic appliances for many years. The Limerick Company started work in 1964 with 120 employees. Since then, the number employed has increased many times and over 1,000 have been employed since 1977. It remains one of the biggest employers in the Mid-West Region.

The Company's range of electrical appliances and scales is very well-known, not only in Ireland, but throughout Europe and all over the world as far away as Australia and New Zealand. Over 90% of what the Company produces is exported and the quality of the products is up to the highest world standards. The Company's products also enjoy a high reputation in the Irish Market and high quality standards are reinforced when necessary by the 48-hour service operated by the factory.

The success of the Company in being able to sell on world markets depends to a large extent on keeping up the highest standards of efficiency and quality.

Working here means that you must do your part in this.

Starting Work

The first morning at work, you will be given an introductory talk by a member of the Training Staff. You will then be brought to meet the Manager of the Department where you are going to work.

The Department Manager will assign you to a Foreperson, who will give you a working place and introduce you to your Supervisor and your new fellow employees.

You will be trained for the necessary period under the guidance of your Foreperson and Supervisor and the Training Instructor. You will be helped and brought along a training programme and, over a period of weeks, your work will improve and become easier for you as you learn.

Conditions of Employment

These are mainly set out in the Agreement between the Company and the Irish Transport and General Workers Union, and for your information, the following particular points are supplied:

1. Entry:

You must be aged 16 years or over and you must apply for a Certificate of Tax-Free Allowances and Social Insurance Registration. Details can be obtained from the Pay Office. You must be in good health which may be verified by a medical examination if required. Any false statements made at interview may affect your subsequent employment. Any change of name or address must be notified at once to the Personnel Department.

2. Payment of Wages:

Your first week's wages will be paid on the **SECOND FRIDAY** after starting work and you will be paid to each Friday for the week you worked up to the Friday before.

Wages are payable by cheque or credit transfer on Thursday morning if

requested by you or by cash on Friday afternoon. All wages are distributed by the Supervisors. If you have a query, about your wages, tell your Supervisor and he/she will query it in the Pay Office for you.

On leaving the Company, all wages will be paid up to date provided you have given the notice required.

TAKE CARE OF YOUR WAGES. DO NOT LEAVE THE PACKET IN AN EXPOSED OR UNSAFE PLACE. CHECK THAT YOU HAVE RECEIVED THE CORRECT AMOUNT. TELL YOUR SUPERVISOR RIGHT AWAY IF YOU THINK SOMETHING IS WRONG.

3. Trial Period:

You will, in the beginning, be employed on a trial basis for three months. At the end of the trial period, a full report on progress and general behaviour will be made. You have to prove in your trial period that you are able and willing to keep the high standard of work, attendance and time-keeping which is expected. If, for any reason, the Company does not wish to complete or continue with

your trial period, your employment can be terminated. Your trial period can be extended to a maximum of six months at the discretion of the Company.

A temporary employee will be employed on a trial basis for six months.

4. Temporary Employment:

The category of Temporary Employee will apply up to, but not beyond, twelve months unbroken service.

5. Training Period:

Training will not be less than four weeks in duration with the exception of persons with previous experience in the Company whose retraining may be accelerated.

6. Union Membership:

All general workers employed in the Company are represented by the Irish Transport and General Workers Union. All employees who have completed their trial period must take up membership of the Union as a condition of further employment. Union contributions at the rate notified to the Company will be deducted

from wages and forwarded to the Union.

7. Works Council:

This Council is a section committee of the Irish Transport and General Workers Union and represents all the general workers in the factory in negotiations and consultation with the Company. The Works Council speaks on your behalf and the Chairperson and members are elected by the employees each year. Your Union representative will give you any further information that you may require.

8. Attendance and Time-keeping:

Your attendance and time-keeping must be of a high standard in order to maintain the production and quality levels needed to sell on the world markets. Further guidelines are contained in Appendix A.

In the event of inability to attend work, a message must be sent to inform your Department Manager as soon as possible on that day within two hours of normal starting time, giving your reason for being absent and when you

expect to be back at work. If your absence is due to illness or accident, a doctor's certificate must be sent in not later than the third day of absence.

9. Hours of Work:

The normal working week is five days, Monday to Friday, and normal hours total 40. Work commences at 8.00 a.m. and finishes at 5.00 p.m. There is a paid tea break in the morning from 10.00 a.m. to 10.10 a.m. and an unpaid lunch hour from 1.00 p.m. to 2.00 p.m. There are a number of production line breaks during the day.

10. Shiftwork:

Various shiftworking arrangements are in operation in the Company.

11. Overtime:

Overtime working is arranged when necessary by the management of the Company. All employees will be required to work overtime when necessary to meet production or emergency requirements.

12. Time Recordings:

You will be instructed about Time Recordings and you will be given a

clock number and a clock card to record your time of entering and leaving. You do not have to clock out when leaving at lunch time but you must clock in on your return.

It is wrong to clock a card for someone else and anyone who does so or has it done for them will be dismissed.

If you have to leave work for any reason, your card must be clocked out. Shortages of wages resulting from failure to clock time-cards will not be made up except in exceptional circumstances which must be certified by the Department Manager.

13. Notice of Leaving or Dismissal:

Normally, one week's notice is required on either side in the event of an employee leaving or being dismissed, with the exception of dismissal during the trial period or in circumstances set out where instant dismissal applies. After 13 weeks employment, one week's notice is required on either side under the Minimum Notices and Terms of Employment Act 1973, which also applies to all subsequent

notice to be given by either side.

14. Dismissal:

An employee may be dismissed:

- 1 During or at the completion of the trial period;
- 2 Arising out of the procedures for regulating Attendance and Non-Attendance and Timekeeping;
- 3 As a result of poor efficiency or inability;
- 4 When work is limited or not available.

The company may dismiss an employee **without notice** for any of the following offences:

- (a) Striking or assaulting another person;
- (b) Theft or larceny, aiding and abetting, or permitting theft or larceny;
- (c) Falsification of any Company records including clock cards, pay cards or recorders;
- (d) Drunkenness during working time or bringing intoxicating liquor into the factory;
- (e) Deliberate damage to the property of the Company or that of any employee;
- (f) Deliberate refusal to obey the instructions of Supervisor or Foreperson or

any other authorised person, after due warning given on the immediate occasion by Supervisor, Foreperson or other authorised person;

- (g) Leaving the place of work without permission, refusing to return to work, or absenting himself/herself from communicating with Foreperson, Supervisor, or other authorised person;
- (h) The use of foul, abusive or obscene language to any other person or placing indecent, offensive or obscene writings on any part of the Company's premises or on the property of another employee;
- (i) Unexcused absence for three consecutive days without notice.

15. Change of Workplace:

The Company cannot guarantee that an employee will stay at the same job or in the same department and reserves the right to change any employee to any other workplace.

16. Problems or Complaints:

The way of dealing with problems or complaints written down here has been agreed between the Company and the Union.

IF YOU YOURSELF OR YOUR FELLOW EMPLOYEES HAVE ANY PROBLEM OR COMPLAINT, LOOK AFTER IT THE WAY YOU SEE WRITTEN DOWN HERE.

Stage 1:

The employee or the group with the complaint should take it up with their Supervisor, or Foreperson, with the assistance of their Works Council Representative.

Stage 2:

If agreement has not been reached at Stage 1, either the employee or the group concerned or their representative should, with the Foreperson, refer the complaint to the Department Manager for discussion with the assistance of the Representative or Chairperson if required.

Stage 3:

If the grievance is not settled at Stage 2, then the Department Management should be asked to refer the matter to the Personnel Department who will discuss it with the Chairperson.

Stage 4:

If agreement is still not reached at Stage 3, then the matter may be discussed at an official Company/ Union Conference.

The agreement between the Company and the Union provides for reference to the Labour Court or Rights Commissioner, but it is the aim of both parties to resolve all matters as far as possible without the intervention of outside parties.

17. Holidays:

The holiday year commences on the first Monday of July.

Summer:

Normally, the factory is closed for production for three weeks together between May and September, usually the last week in July and the first two weeks in August.

Christmas/New Year:

The factory is closed for an extended break over the Christmas/New Year period in conjunction with the Public Holidays. Certain annual leave may be included in this period and it has been agreed that special advance working

agreements will be made each year if necessary in consultation with the Union.

18. Church Holidays:

On Church Holidays, any employee normally commencing work at 8.00 a.m. will be entitled to start one hour later at 9.00 a.m. with pay, in order to facilitate Church attendance. Shift workers, who are working in the forenoon, will be allowed one hour off for Church attendance by arrangement with the Department Manager. If you are late on a Church Holiday, you will also lose payment for this hour.

19. Special Leave:

This is allowed and paid in cases of bereavement by death in the family and at the time of same to all employees who have completed their trial period. In the case of death of Husband, Wife or Child — 4 days paid leave; in the case of death of Father or Mother — 3 days paid leave; in the case of death of Sister or Brother, Grandparents or Parents-in-law — 2 days paid leave.

No other cases of bereavement will be considered for paid leave.

20. Sick Pay Scheme:

The Company/Union Agreement on Sick Pay as signed on 22nd September 1981 has been incorporated into the Company/Union Agreement. This Scheme, which is non-contributory and attendance-related, applies to all employees aged 18 years and over who have completed one year's service with the Company. All applications for sick pay are considered by a Joint Sick Pay Committee which decides whether payment will be made in any particular case. The decisions of the Committee are final. Further guidelines are contained in Appendix B.

21. Pension and Life Assurance Schemes:

All employees aged over 25 years who have over two years service are eligible to join the Pension Scheme on 1st January following compliance with the age and service conditions.

Failure to submit an application to join the pension and Life Assurance Schemes before 30th June of your first year of eligibility will be taken as a final decision on your part not to join and later entry will not be permitted.

The Pension is provided by joint contributions by the Company and employees, and the Life Assurance Scheme is provided by payments by the Company. A booklet with full details of the Pension Scheme is available to eligible employees.

22. Recruitment and Promotion:

When vacancies occur, it is Company policy to advertise internally. Details of any vacancies will be posted on the Company Notice Boards. However, if suitable persons are not likely to be found within the Company, vacancies may be advertised externally.

Factory Nurse:

The Factory Nurse is in attendance during normal working hours and provides first aid treatment for minor injuries and illnesses. In other cases, the Nurse may advise you to see your own doctor or, in certain cases, a doctor nominated by the Company. The Company does not undertake to provide a full medical service for employees. All accidents and sickness, no matter how trivial, must be reported to the Nurse.

Security:

In the interests of Security and Safety, the Security Staff have the authority to control traffic and parking on the Company premises. The Security Staff has the authority to require you to allow them to inspect any bag, container or vehicle within the Company premises. Any such search in any individual case will be carried out with the minimum amount of disturbance and does not imply suspicion on the Company's part. Any employee found in unauthorised possession of any articles or valuables belonging to the Company or to another employee is liable to dismissal and may be reported to the Garda Siochana for prosecution.

Car Park:

A limited number of car parking spaces are available in the Company Car Park. These are allocated in order of service at the discretion of the Personnel Department. Employees who wish to use the car park must display the parking permit. The Company reserves the right to withdraw the car parking facility from any employee who does not comply with the conditions and controls associated with this benefit.

Safety:

Accidents are a constant threat and you should do your part to guard your own safety and that of the others working with you.

- Obey Safety instructions given to you by your Supervisor and Foreperson.
- DO NOT create danger for other people by causing obstruction or leaving dangerous material on the floors. Even small parts could cause a person to fall, so be careful and keep your workplace tidy and passage-ways and firepoints clear.
- DO NOT obstruct the firedoors in the factory.
- Dress sensibly.
- Obey Security instructions.

- Never engage in anything which might cause injury to you or your fellow workers.
- Bring any hazard to the notice of your Supervisor or Foreperson.

An employee, who by his/her action or omission, either creates or fails to prevent a hazardous working situation will be subject to the Disciplinary Procedure.

Alarm Signals:

There are two alarm signals in use in the factory:

1. FIRE (intermittent)
2. EVACUATION (continuous)

If the fire or evacuation alarms sound, please obey the instructions given by Supervisors, Forepersons, or Security Staff. These alarms are tested regularly every month.

Cleanliness:

Please help to keep your workplace clean and tidy. Dispose of used paper cups, cans, etc., into the containers and dustbins provided, both inside and outside the factory buildings.

Canteen:

There is a canteen in the factory. It offers a daily lunch menu, sandwiches, tea/coffee, soft drinks, etc. You are requested to co-operate with the canteen contractors in keeping the place clean and attractive to eat in.

Be careful when carrying bulk orders unless you have something suitable for carrying. Be careful of spillage or causing others to spill liquids on the stairs or passageways.

Sports and Social Club:

Sporting and social activities are organised under the auspices of the Sports and Social Club and are advertised in the factory by means of notices. The Sports and Social Club committee is elected annually and would welcome the interest and involvement of all the Company's employees in its efforts.

Sales:

Employees may purchase appliances at factory prices through the Sales Department by placing an order on any afternoon between 2.00 p.m. and 4.00 p.m. on Monday to Friday. Repairs may be handed in at any time. This facility may be limited from time to time for

reasons of supply or other reasons. Payment for purchases must be made on a strictly cash basis. An employee price list is available from the Sales Department.

Personal Property:

The Company cannot accept responsibility for any property belonging to an employee whether in the factory or in the car parking area. You are strongly advised not to bring any valuable articles or large sums of money with you to work.

Messages and Telephone Calls:

The Company cannot be held responsible for messages by telephone or private letters delivered to the factory.

In the case of a genuine emergency, a message will be taken, or arrangements will be made for a return phone call. A public telephone is installed in the Reception Area, but use of the telephone during working time requires previous permission from your Supervisor or Foreperson.

Conclusion:

This employee Handbook is based on the Agreement between the Company and the Irish Transport and General Workers Union as signed on 4th December 1984. The Handbook is considered as part of this Agreement, and is issued under the terms of Clause 28 of the Agreement.

We could not cover everything in this Handbook, so if you want to find out anything else, ask your Supervisor or Foreperson to find out for you.

Please keep this Handbook for future reference after you have read it.

This Handbook remains the property of the Company and should be returned in the event of your leaving the Company.

APPENDIX A

Attendance and Non-attendance:

The object of the regulations for time-keeping and attendance is to ensure that:

- (a) The necessary standard of punctuality and attendance is achieved to maintain the quality and output levels on which continued success of the Company and employment depends.
- (b) Employees in all departments, whether on time pay, production lines or piecework places, are treated with fairness and uniformity.

1. Warnings for Late-Coming and Non-attendance:

Employees who do not meet the necessary standards as laid down in the Attendance and Non-Attendance Controls Procedures will come under the warning systems. Warnings for late-coming will be accumulated and counted separately from warnings for non-attendance. Warnings will be given as follows:

First Occasion: The employee will be advised of his/her record and that a warning will be issued if further occasions arise.

To be known as VERBAL WARNING.

Second Occasion: First Written Warning.

Third Occasion: Second Written Warning.

Fourth Occasion: Final Warning (Written).

Fifth Occasion: Suspension for one day without pay.

Sixth Occasion: Dismissal Notice in Writing.

The Union Representative will be informed of all warnings other than verbal ones, according as they may be issued. Any suspensions or final warnings will be issued in the presence of a Union Representative.

2. Late-Coming:

An employee is deemed to be late if starting work after normal starting time but within 2 hours of same, after which the employee is deemed to be absent.

3. Excused Absenteeism:

Only leave agreed beforehand with the Department Manager or where the circumstances are accepted as believed by the Manager, will be allowed as excused absenteeism.

Leave:

Leave in special circumstances may be agreed subject to the discretion of the Company.

4. Unexcused Absenteeism

Non-attendance where the Department Manager is not informed beforehand or not informed within two hours of normal starting time is regarded as unexcused absenteeism. Unexcused absenteeism for three consecutive days without notification is classified as an occasion for immediate dismissal.

5. Sickness:

If an employee is sick, the Department Manager should be informed on the day concerned, preferably within two hours of normal starting time.

An employee must produce a doctor's certificate not later than the third day of any illness. The Company will make a payment to the employee in respect of any necessary medical certificates provided, up to a maximum of six medical certificates

per annum. The submission of a certificate at a later stage does not obviate the requirement for notification of illness as set out in the preceding paragraph.

6. Deductions:

All non-attendance, including late-coming, other than non-attendance covered by the Sick Pay Scheme, Bereavement or Jury Duty, shall be unpaid and pay will be deducted according to actual time lost.

APPENDIX B

Sick Pay Scheme:

The Sick Pay Scheme, which is non-contributory, applies to all employees aged 18 years and over, who have completed one year's service with the Company.

1. Eligibility:

Three days waiting time is obligatory in the event of illness before benefit is paid.

Benefit is paid according to the following formula:

Social Welfare Benefits (Flat Rate + Pay Related) PLUS Company Sick Pay = One Day's Sick Pay.

Sick payment is limited to the number of days sick pay to the employee's credit at the time of illness.

2. Allocation of Days for Sick Pay:

(a) Existing employees at time of signing Agreement (22.9.81):

Initial allocation as follows:

SERVICE	ALLOCATION
Over 1 year — under 2 years	55 Days

Over 2 years — under 5 years	65 Days
Over 5 years — under 8 years	75 Days
Over 8 years	85 Days

(b) Employees with less than one year's service at time of signing Agreement (22.9.81):

40 days allocation on reaching one year's unbroken service, less 1.25 days for each month which was not absence-free.

(c) New Employees:

40 days allocation on reaching one year's unbroken service, less 1.25 days for each month which was not absence-free.

3. Accumulation of Days for Sick Pay:

After the initial allocation of days, an employee is credited with 1.25 days of Sick Pay allocation for each further month which is absence-free. An employee can accumulate a maximum of 130 days, including days credited on entering the scheme.

4. Certified Illness:

Only certified illness will qualify for Sick Pay and certificates must state the cause of illness and the period concerned. Certificates should be submitted weekly if possible but not less frequent than every four weeks during the period of illness.

The Scheme will cover accidents or illnesses on or off the job with the exception of accidents or illnesses arising from sport, fighting, drugs, drinking, alcoholism, or repetitive illnesses, or, in the case of female members of the scheme, any illness or incapacity arising out of pregnancy, childbirth, or post-natal disorders.

5. Joint Sick Pay Committee:

All applications for Sick Pay shall be considered by a Joint Sick Pay Committee as to:

- Entitlement under eligibility conditions.
- Whether payment is appropriate in the circumstances of the case.

As the object of the Scheme is to minimize genuine loss of earnings through illness, the Company reserves the right to alter or withdraw the scheme in the light of

improvements and changes in State Social Welfare and other Benefit arrangements.

6. Industrial Injury:

After satisfactory completion of the trial period, any employee who is absent from work due to an accident while working for Krups Engineering Limited will be paid subject to the following:

- (a) Any payment will be at the discretion of the Company and, in making any such payment, the Company is not acknowledging any liability whatsoever with regard to the accident.
- (b) Benefit will be paid according to the following formula:
Social Welfare Benefits (Flat Rate + Pay Related) PLUS Company Industrial Injury Pay = One Day's Industrial Injury Pay.
- (c) Any payment will be separate from the Sick Pay Scheme, though an employee may avail of any Sick Pay allocation due in the event of not receiving Industrial Injury Pay, subject to the decision of the Joint Sick Pay Committee.