

THIS AGREEMENT is made and entered into this 30th day of October 2013, by and between the Briggs & Stratton Corporation, its successors or assigns, hereinafter referred to as "Company" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International Union, on behalf of its Local 2-232 AFL-CIO, CLC hereinafter collectively referred to as "Union." Pronouns used in this Agreement such as "he," "his," or "him" shall apply to both sexes and shall be so defined.

It is mutually agreed by and between the parties as follows:

## **ARTICLE I**

### **Recognition**

#### **Section 1**

The Company recognizes the Union as the sole and exclusive collective bargaining agency for all hourly-paid employees of the Company employed at its plants in the State of Wisconsin in accordance with the provisions of the National Labor Relations Act for the purpose of collective bargaining with respect to wages, hours, rates of pay, working conditions and all other conditions of employment.

#### **Section 2**

The term "Employee" or "Employees" as used in this agreement shall not include office employees, guards, technical and professional employees including Layout Inspectors, Motorsports Technicians, Die Cast Technicians, and monthly-paid Facilitators.

#### **Section 3**

Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and also shall have the right to refrain from any or all of such activities, except to the extent that such right may be affected by this agreement.

**Section 4**

The Company agrees that there shall be no discrimination against any employee because of Union membership and it will not aid, finance, or support any employee or group of employees in any manner for the purpose of undermining the Union.

**Section 5**

The Union agrees that it will not conduct, on Company time, any Union activities other than those of collective bargaining and handling of grievances in the manner and to the extent provided in this contract.

**Section 6**

The Company will not discriminate in its employment practices against any employee or group of employees on any basis prohibited by applicable city, county, state, or federal law. The Union will not discriminate in its membership practices because of said factors and will represent its members free of any discrimination.

Sexual harassment is discrimination. The Company will take corrective action to ensure that such discrimination is not practiced. Reprisal against a grievant or witness is prohibited. Sexual harassment is any sexual attention that is unwanted.

## **ARTICLE II Membership**

**Section 1**

All employees of the Company who are subject to the terms of this agreement, shall, upon completion of their probationary period, become and remain members of the Union in good standing as a condition of employment. Employees losing their good standing in the Union by reason of failure to pay their monthly dues and initiation fee, will not be retained in the employ of the Company and upon written notice from the Union to the Company that any employee is not in such good standing with the Union, the Company will, within five working days, terminate such employee and remove such employee from the payroll of the Company. During such five working days, the Union agrees to meet with the Company for the purpose of discussion of the Union's request. If the employee pays his delinquencies during

such five-day period, he need not be discharged, but no employee shall have this privilege more than twice during the life of this agreement.

New employees of the Company, or former employees of the Company who have lost their seniority and have been rehired, shall be considered probationary employees until after they have been in the employ of the Company for ninety (90) days, after which their seniority and employment continuity shall date back to the last date of hire. Time lost from work due to an industrial injury shall not count toward the probationary period. Although it shall be solely within the discretion of the Company during the probationary period to decide whether or not a probationary employee is to be retained by the Company, no such employee shall be discharged because of his membership or activity in the Union, and the Union will represent, and bargain for, such probationary employees with respect to all collective bargaining matters such as wages, hours, and any other conditions of employment.

## **Section 2**

The Company agrees to deduct and check off from the wages of an employee who is subject to the terms of this agreement after the ninetieth day of their probationary period, the Union initiation fees, and monthly dues as authorized and approved by the Union, upon receipt by the Company of the employee's signed authorization for the deduction of such initiation fees, and monthly dues and the assignment thereof to the Union. The Company shall not be required to make any checkoff which is in violation of law. All such deductions shall be made from the Company's first payroll on the first payday each month for that month's dues and shall be remitted to the Financial Secretary-Treasurer of the Union by the tenth day of each calendar month. Checks therefore shall be made payable to USW (AFL-CIO, CLC) Local No. 2-232. An itemized statement will be sent electronically and by computer printout, in duplicate, showing the index number of each employee and the amount deducted for each employee for monthly dues and initiation fees will be forwarded to the Financial Secretary-Treasurer of the Union as soon as possible.

## **Section 3**

In the event of an overcharge to an employee, in the aforementioned deductions by the Company, and such overcharge has been remitted to the Union, the Union shall be responsible for the adjustment of such claims with the employee

involved. In the event of an undercharge by the Company under the same circumstances, the Company shall make the additional necessary deductions from the first payroll of the following month and promptly remit the amount of such undercharge to the Financial Secretary-Treasurer of the Union.

## **ARTICLE III Representation**

### **Section 1**

For the purpose of collective bargaining, the Union and the employee shall be represented as follows:

- (a) By Union stewards, representing employees in a department or group of departments, each steward to be working in one of the departments he represents. When there is more than one steward in any department or group of departments, no more than one such steward shall be assigned to the handling of grievances from a definite area or for a specific group of employees. If a department does not have a steward or if the steward is absent, an employee may go to a steward in the nearest department.
- (b) The number of stewards in a department or group of departments shall be determined by the Union.
- (c) By Grievance Representatives or Chief Stewards who shall act only in the absence of any regular Grievance Representative. There shall be a second or third shift Grievance Representative when conditions warrant.
- (d) The designation of Grievance Representatives shall be by the Union.
- (e) By a Bargaining Committee consisting of not more than ten (10) members including the Chairperson, and who shall be elected by the members of the Union from among employees of the Company who are subject to the terms of this agreement.
- (f) By the Chairperson of the Bargaining Committee, International Representative and/or any other member of the Bargaining

Committee who may assist the Grievance Representative at any meetings at their respective plant or division locations.

- (g) By International Union officers and/or representatives, not to exceed three (3) who may at any time participate and assist the Bargaining Committee in meetings with Company Representatives.
- (h) The President of the Union and Grievance Representatives shall have access to any plant location upon prior notice to the Plant Vice President or designated Company Representative when circumstances make such notice possible.

## **Section 2**

In negotiations with the Union Bargaining Committee, the Company's representatives shall not exceed ten (10).

## **Section 3**

The Company shall furnish to the Union Office the names of all Facilitators, Plant Vice Presidents and their designated alternates, and all other Company representatives with whom the Union shall deal in handling grievances or other matters. The Facilitator will furnish the steward of the department, an up-to-date seniority list on request. The Union shall furnish to the Company the names of all stewards, Grievance Representatives, Chief Stewards, Bargaining Committee members and officers of the Local Union. Each party shall notify the other in writing of any changes which may take place from time to time.

# **ARTICLE IV Grievances**

## **Section 1**

Complaints or grievances which may arise between the Company and the Union, or between the Company and any employee or group of employees, shall be handled in the following manner.

**Step 1:** An employee having a complaint or grievance, shall have the right, initially, to present the complaint or grievance verbally and directly to his Facilitator or to have such complaint or grievance presented verbally to the Facilitator by his steward. Although the Company agrees that it will deal only with the

designated representative of the Union on such matters as are properly a subject for collective bargaining, it is the desire and the intention of both the Company and the Union that minor routine complaints or grievances of individual employees shall be disposed of as promptly as possible by the Facilitator. If a complaint or grievance is not settled in this step of the grievance procedure, it shall not preclude the aggrieved employee from requesting the Grievance Representative, or filing a written grievance under Step 1-A.

**Step 1-A:** Employees having a complaint or grievance may elect originally to file their complaint or grievance as a written grievance with their steward, and omit Step 1 set forth above. All written grievances shall be made out on triplicate grievance forms provided by the Union and must include the employee's index number, specific article(s) and section(s) of this agreement that have been violated, the details of the violation, remedy requested, and be signed by the aggrieved employee or employees. The 3rd copy shall remain in the grievance book. The steward will present the 2nd copy to his Grievance Representative and the original copy to the Facilitator, and with the Facilitator attempt to bring about a settlement of the grievance. At this discussion the steward may also request the presence of his Grievance Representative. Either the Facilitator, steward or the Grievance Representative may request and obtain the presence of the aggrieved employee at this step of the grievance procedure. A written answer to the grievance shall be furnished to the steward by the Facilitator within twenty-four (24) hours after the discussion of the grievance has been concluded.

**Step 2:** In the event that no settlement can be reached that is mutually satisfactory to the employee, the steward, the Facilitator and the Grievance Representative, then the Grievance Representative may take up the matter with the Plant Vice President or other designated Company Representative. The Company may have a representative of the Personnel Department present at this step. At the request of the Grievance Representative, the steward and/or employee or employees, appropriate Facilitators, or other Company Representatives will be called in by the Plant Vice President or other designated Company Representative. Except in emergencies, the Grievance Representative and Plant Vice President or other designated Company Representative shall not meet more often than once a day at a mutually agreeable time. A written statement to the grievance as to whether it is settled and the terms, if any, or

denied, shall be furnished to the Grievance Representative by the Plant Vice President or other designated Company Representative within twenty-four (24) hours after the discussion of the grievance has been concluded.

**Step 3:** In the event that the grievance is not satisfactorily settled in Step 2 above, the Bargaining Committee of the Union may then take up the grievance with the designated representative of the Company, indicating the grievances to be discussed. At the request of either the Union or the Company the parties shall meet not less than once a week in an attempt to settle grievances. Discharge grievances by employees or general policy grievances by the Company or Union shall be taken up commencing at this step of the grievance procedure. Although it is contemplated that meetings between the Company and the Union shall be restricted to the meetings designated above, meetings at this step may be called by either party on shorter notice in the event of emergency.

## **Section 2**

Should there be no settlement of a grievance or grievances between the Union and the Company after the outlined steps of the Contract grievance procedure have been exhausted, either party may submit such grievance or grievances to arbitration within sixty (60) days after the grievance has first been discussed in the third stage of the grievance procedure. Either party shall notify the other in writing as to which grievance or grievances are to be submitted to arbitration

Should a bargaining unit employee successfully challenge a decision by the Local Union not to pursue a grievance to arbitration at the first Union meeting held after the expiration of the 60 day time limit, the Union may submit such grievance to arbitration within three (3) business days.

Upon making a timely request for arbitration either party shall request the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators.

The parties shall strike names alternately from the panel until one name is left. He shall be the arbitrator. The party requesting arbitration shall strike first and thereafter the parties shall alternate in striking first.

All grievances between the two parties shall be deemed arbitrable. Priority shall be given to discharge cases and the decision of the arbitrator shall be due within thirty (30) days after

the completion of all matters pertaining to the hearing. With the exception of discharge and policy grievances there will be no court reporter nor will there be counsel for either party at the arbitration hearing and each party will be expected to present substantially those same arguments each made in support of their position at the third (3rd) step grievance meeting and there will be no post hearing briefs. If new evidence or arguments come up after 3rd stage, the party finding the new evidence or arguments must notify the other parties prior to arbitration.

The arbitrator will provide the parties with a written award within twenty (20) days after the hearing.

The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to alter any part of the Contract of which this is a part.

The actual cost of the arbitrator, FMCS fee, stenographer and arbitration facilities shall be equally assumed by the parties.

If a backlog of arbitration cases occurs, the Company and Union will schedule a meeting and make a good faith attempt to settle all outstanding grievances.

### **Section 3**

Grievance Representatives, Chief Stewards and stewards shall remain at their work at their respective jobs unless engaged in working on a grievance or performing other official Union business, and for that purpose shall leave their jobs only in accordance with the following procedure:

- (a) A steward shall contact his Facilitator when leaving his job to work on a grievance or perform other official Union business in his department or departments to allow the Facilitator sufficient time to replace him on his job, if necessary. If the steward wants to take up a grievance with his Grievance Representative, he shall so inform his Facilitator who shall promptly have the Grievance Representative called to the steward's department.
- (b) A Grievance Representative shall contact his Facilitator when leaving his job to allow the Facilitator sufficient time to replace such Grievance Representative on his job, if replacement is necessary.
- (c) A steward will be permitted to leave his work in his department when called by a Company representative or a Union



representative for a discussion concerning a grievance or other official Union business.

- (d) A Grievance Representative will be permitted to leave his work in his department to discuss grievances with the Plant Vice President or other designated Company representatives, or with a steward, after such grievance has been submitted to the Grievance Representative by the steward.
- (e) Stewards and Grievance Representatives shall punch out when starting on grievance activity or other official Union business as set forth above and upon their return to work following such grievance activity or other official Union business, shall so notify their Facilitator, and punch in.

#### **Section 4**

The President of the Local Union is a member ex-officio of all committees and chairman of the Bargaining Committee, and shall have the right to attend any and all meetings held between the Company and the Bargaining Committee.

#### **Section 5**

When a steward leaves his work for the purpose of taking up a grievance with his Facilitator and when a Grievance Representative leaves his work for the purpose of taking up grievances with the Plant Vice President or other designated Company Representative under the grievance procedure, he will be paid at his day rate for time lost in handling such grievances, provided he punches in and punches out. If an employee is called away from his work by the Company or at the request of the Union representative to discuss a grievance with the Company representative, in accordance with the above grievance procedure, he will be paid at his day rate for time so lost, provided he punches in and punches out.

#### **Section 6**

Each member of the Bargaining Committee shall be paid by the Company up to a maximum of twelve (12) hours per month for any third step meetings.

#### **Section 7**

The Union agrees that during the term of this agreement, that it will not participate in or recognize any sympathy strike, nor will it authorize, approve or participate in any concerted slow down, strike, work stoppage or other concerted interruptions of

Company operations relative to any dispute amenable to the arbitration provisions of the labor agreement.

The Company agrees that for the same period there shall be no lockouts.

## **ARTICLE V Discipline and Discharge**

### **Section 1**

Any employee who is to be disciplined by a layoff or discharge shall be advised by the Company that he may request and obtain the presence of the Grievance Representative or the steward for his department to discuss the case with him before he is required to leave the plant.

### **Section 2**

Any employee who is called to a Human Resources office or his Facilitator's office for a disciplinary investigation, after he believes he has been sufficiently informed of the subject of the investigation shall be advised by the Company Human Resources representative conducting the investigation, or his Facilitator if he is conducting the investigation, that he may request and obtain the presence of the Grievance Representative or the steward for his department during such investigation. If, as a result of such investigation, a grievance is filed by the employee, the grievance shall be submitted to the grievance procedure beginning at the second step of the grievance procedure. If a written complaint or memorandum of discipline is made in an active employee's personnel file, a copy of such notation shall be submitted to the Grievance Representative and employee concerned.

### **Section 3**

Employees with seniority will not be discharged without just and sufficient cause. The Company will notify the Union Office and Plant or Division Grievance Representative of any discharge within twenty-four (24) hours. A grievance regarding discharge for insufficient cause shall be made in writing, signed by the discharged employee, and shall be delivered to the Human Resources Department of the Company at the 124th Street Plant within three (3) working days after the discharge or within three (3)

working days after the Union Office and Grievance Representative have been given written notice of the discharge. Such grievance shall be a proper matter for the grievance procedure starting at the third step. Employees found to have been unjustifiably discharged, shall be reinstated to their jobs with full seniority, and unless otherwise agreed to between the Company and the Union, shall be paid for all time lost as a result of such discharge.

Grievances with respect to discipline other than discharge shall be handled starting at the second step of the grievance procedure.

### **Attendance/Tardy Policy**

Unless otherwise provided, all absences and tardies shall be handled on a point accumulation system as follows:

1. Tardy or leaving early one (1) hour or less eight (8) or less times in any twelve (12) month period of active employment = 1/3 point for each tardy or leave early.
2. Tardy or leaving early one (1) hour or less more than eight (8) times in any twelve (12) month period of active employment = 2/3 point for each tardy or leave early.
3. Tardy or leaving early more than one (1) hour but four (4) hours or less = 2/3 point for each tardy or leave early.
4. Each absence/occurrence of more than four (4) hours unless specifically excepted in this Article = 1 point for each absence/occurrence.
5. Failure to notify the Company via the ACTT system that an employee is unable to report for work as required by this Article = 1/3 point in addition to any points assessed in accordance with the Attendance/ Tardy Policy.

Exceptions for which no points are assessed are limited to the following:

1. Holidays, unless scheduled to work.
2. Vacations, scheduled and with proper Company approval.
3. Leave of absence if approved by the Company.
4. Medically documented worker's compensation injuries or illnesses.

5. Leave taken in accordance with the terms of the Wisconsin and/or Federal Family and Medical Leave Law or any other applicable law. Any claimed violation of such law(s) shall not be subject to arbitration.
6. Approved Company business.
7. Official Union business.
8. Lack of work.
9. Disciplinary suspensions.
10. For reasonable travel time, and actual court time when an employee is subpoenaed in a matter in which they are not a party. Verification is required.
11. A partial day when an employee is notified at work of a death that is covered under the three (3) day bereavement language. Verification of date of death is required.
12. Medical appointments scheduled outside regularly scheduled hours prior to notice of a change in such hours. Verification of the date the appointment was scheduled and attendance at the appointment is required.
13. One (1) day to attend the funeral of a step-mother-in-law, step-father-in-law, step grandchildren, brother-in-law's spouse, or sister-in-law's spouse.

Consecutive days off for the same verified illness will be considered on an incident basis rather than a daily basis. Non-consecutive days off for the same verified illness will also be considered on an incident basis rather than a daily basis, provided that the employee has not returned to work for more than two (2) days. For example, an employee, off ill with the flu for two consecutive days who returns to work for two (2) days and then is absent the following day due to the same flu, would receive only one (1) point for that entire incident provided proper medical documentation is provided substantiating that the absence was related to the same illness, and that the employee was treated during the period of absence.

The following progressive discipline steps are included in the program:

**Step 1:** An employee who accumulates less than five (5) points will receive no disciplinary action.

**Step 2:** An employee who accumulates five (5) or more points but less than six (6) will receive a first written warning.

**Step 3:** An employee who accumulates six (6) or more points but less than seven (7) will receive a second written warning.

**Step 4:** An employee who accumulates seven (7) or more points but less than eight (8) will receive a third written warning.

An employee with seniority but less than one (1) year of service shall be granted one (1) additional attendance point should they reach seven (7) points. This can only be used prior to one (1) year of service.

**Step 5:** An employee who accumulates eight (8) or more points will be subject to termination.

Attendance warnings will be issued with reasonable promptness.

An employee who accumulates three (3) third written warnings in 548 days of active employment will be subject to termination.

The above policy shall be administered on a 365 day rolling calendar. The current day and the preceding 364 days of active employment constitute the 365 day rolling calendar. Time off for layoffs and leaves is dead time.

An employee who is unable to report for work for any reason must notify the Company via the automated attendance reporting system as soon as possible, but not less than thirty minutes prior to the normal work period. If an emergency prevents an employee from calling thirty minutes before the start of his or her shift, such employee must call or report to work as soon as he or she is reasonably able to do so.

An employee who's seniority entitles him to three (3) or more weeks of vacation per vacation year will be allowed to back-charge up to three (3) vacation days per calendar year for days of absence (except the day before or after a holiday), provided the Human Resources Department is notified via the ACTT system between two (2) hours prior to their scheduled starting time and their regularly scheduled shift ending time upon their return from the absence and they still have unused vacation available. Such absences will not count as points.

When an employee's absentee record reaches Step 5, the Company can decide not to terminate the employee because of mitigating circumstances.

In the event that any employee objects to any warning or discharge, the grievance-arbitration procedure may be invoked: provided, however, the Union's failure to submit to arbitration any grievance related to a warning will not in and of itself establish that such was proper. In the processing of any grievance that may arise hereunder, the Company agrees to furnish to the Union, at its request, all relevant information concerning said grievance.

## **ARTICLE VI Hours of Work**

### **Section 1**

Except where required otherwise for firemen, other similar special operations, and Departments 743 & 476 (Waste Treatment, Heat Treating, and Product Reliability), eight (8) hours shall constitute the normal work day, and forty (40) hours, five (5) work days of eight (8) hours each, either commencing on Sunday and ending on Thursday for the third-shift, or commencing on Monday and ending on Friday for the first and second-shift, shall constitute the normal work week. Although this section does not constitute a guarantee of any minimum number of hours of work per day or per week, the Company shall not reduce the work day below eight (8) hours or the work week below forty (40) hours solely for the purpose of work spreading or work sharing to avoid the layoff provisions of the contract in situations where the layoff is caused by a lack of orders by our customers, except as otherwise provided for in this contract. Work spreading or work sharing to meet other legitimate business needs shall be permitted provided that it shall not extend beyond six (6) consecutive regularly scheduled working days. The Company and Union may agree to mutually extend this period where circumstances dictate. The Company will not spread or share work due to a lack of customer orders. It is only where the Company has sufficient orders but is faced with unusual or unforeseen circumstances (i.e., a strike or recall at a vendor or machine breakdown) of a periodic or short duration that the Company will use this language. It is the Company's intention to use this language only for legitimate business reasons. This language is designed to minimize disruptions in the workforce while satisfying customer demands.

**Section 2**

The work week of each employee, except where required otherwise for firemen, other similar special operations, and Departments 743 & 476 (Waste Treatment, Heat Treating, and Product Reliability), shall start on Monday, Sunday for the third-shift, at the established starting time of his respective shift, excepting as provided in Section 3.

**Section 3**

The starting time of the first shift for the normal bulk of the employees in the bargaining unit shall be 7:00 o'clock A.M. It is mutually agreed that certain departments shall have a starting time of 6:30 o'clock A.M. The starting time for the normal bulk of employees working on the second shift shall be 3:30 o'clock P.M. except in departments where three shifts operate where the starting time for the normal bulk of employees shall be 3:00 o'clock P.M., for the second shift and 11:00 o'clock P.M., for third shift. The variation of the above starting time will not exceed one (1) hour. It is understood that there are special operations, and Departments 743 & 476 (Waste Treatment, Heat Treating, and Product Reliability), which may be scheduled with starting times varying from the above.

The variation in starting times for end products departments shall not exceed two (2) hours when daily overtime is scheduled. In the event of a schedule change the Company shall give as much advance notice as possible. Any change shall take into consideration public transportation schedules.

**Section 4**

One and one-half (1-1/2) times an employee's regular earnings shall be paid for:

- (1) All time worked in excess of eight (8) hours in any one day;
- (2) All time worked in excess of forty (40) hours in any one week;
- (3) All work performed on the sixth day of an employee's work week.

One and one half (1-1/2) times an employee's regular earnings shall not be paid twice for the same hours worked.

**Section 5**

Two (2) times an employee's regular earnings shall be paid for:

- (1) All time worked on the seventh day of an employee's work week.
- (2) All time worked on: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, and the normal work days from December 24 through January 1, inclusive.

Two times an employee's regular earnings shall not be paid twice for the same hours worked.

### **Section 6**

The Company will pay employees for the holidays of Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and the normal work days from December 24 through January 1, inclusive, not worked, on the following basis:

Pay for any holiday period not worked will be for eight (8) hours at the hourly rate of pay (including shift pay), in effect on the day of the holiday. Payment will be made provided the employee has seniority prior to the start of the holiday period and has performed his scheduled hours of work on the last regular work day prior to and first regular work day after the holiday period. An employee who is on authorized leave of absence or vacation, jury duty, bereavement leave, military duty, absent because of industrial and non-industrial injury or verifiable illness, emergency, layoff, or extreme weather conditions, or late less than one (1) hour shall be considered to have worked.

It is further provided that to be eligible for payment the employee must have otherwise performed work for the Company at some time in the half of the month in which the holiday occurs, the first half ending on the 15th and the second half ending on the last day of the month. However, for the Fourth of July Holiday only, an employee shall be entitled to holiday pay provided he meets the last day - first day work requirement, has the required seniority on June 30th and has otherwise performed work for the Company in the second half of June or the first half of July. Time will be considered as worked in the half of the month when an employee is off due to vacation or emergency leave of absence.

If a holiday falls on a Saturday or Sunday, except for the Christmas shutdown, the following Monday shall be observed as the holiday.

In the event that work is performed on any of the holidays mentioned in Section 5 of this Article, the double time for work



performed on such days will be paid to such employees in addition to the straight time pay which such employees are to receive for no work on such holidays. Second shift employees whose work carries over into the holiday by virtue of beginning on the day previous to a holiday and ending during the holiday will be considered to have worked only on the day previous to the holiday and not on the holiday for the purpose of this section. Third-shift employees whose regular shift starts on a holiday and ends on the day following the holiday will be considered to have worked only on the day after the holiday and not on the holiday for purposes of this section.

### **Section 7**

All holidays mentioned in Section 5 of this Article shall be from 12:00 midnight at the end of the day previous to 12:00 midnight at the end of the holiday.

### **Section 8**

When employees are sent home before having worked four (4) hours after having been permitted to come to work without having been notified not to report for work they shall receive a minimum of four (4) hours pay at their regular earnings. In such event such employees may be assigned to any work which they might reasonably be expected to perform. This section shall not apply if the Company has made reasonable effort to give such notice or is prevented from doing so by conditions beyond its control.

### **Section 9 — Overtime**

#### **(1) General**

The performance of overtime work on weekends, holidays and in excess of forty five (45) hours during an employee's regular work week shall be on a voluntary basis except:

- (a) For firemen and other similar special operations, and any end product operations during spikes in production.
- (b) When production demands require that Saturday overtime be scheduled (Fridays for third-shift), the Company will first try to meet its production requirements through volunteers. If not enough employees in the affected department, job classification and shift volunteer, the Company shall have the right to designate by job classification and shift eighteen (18) Saturdays (Fridays for third-shift) per calendar year which do not adjoin a holiday period, or the opening weekend of the Wisconsin

gun deer hunting season for mandatory overtime. A mandatory Saturday (Friday for third-shift) will not be scheduled in excess of eight (8) hours per shift.

- (c) The Distribution Center shall have the right to designate by job classification and shift eighteen (18) Saturdays (Fridays for third-shift) per calendar year which do not adjoin a holiday period, or the opening weekend of the Wisconsin gun deer hunting season for mandatory overtime. A mandatory Saturday (Friday for third-shift) will not be scheduled in excess of eight (8) hours per shift.
- (d) Skilled Trade Maintenance and Skilled Tool Room Work - The Company shall have the right throughout the year to designate two (2) Saturdays (Fridays for third-shift) per month per employee which do not adjoin a holiday period, or the opening weekend of the Wisconsin gun deer hunting season for mandatory overtime. A mandatory Saturday (Friday for third-shift) will not be scheduled in excess of eight (8) hours per shift.

When a weekend is scheduled, employees will be asked for the full weekend. If not enough employees volunteer and the Company desires to increase its Saturday schedule and adds employees, the Company will add from the Saturday list by seniority.

- (e) Seniority shall be recognized in the assignment of overtime work, provided the employee can perform the work satisfactorily, with the understanding that production workers will be assigned production jobs and dayworkers will be assigned daywork jobs.
- (f) Dayworkers will be confined to their daywork classification and labor grade and production workers will be assigned to production jobs unless it is necessary to do otherwise within the department.
- (g) Probationary employees will not be assigned overtime work until all senior employees in the department on a given shift capable of doing the work have been asked to work, except for the skilled trades, where probationary employees may be asked after all senior employees in the given classification and labor grade on a given shift have been asked.
- (h) When overtime becomes necessary after the start of the shift, the employee performing the job must work the

overtime, except if the employee has a legitimate reason not to work the overtime. Then, the Company will offer the work to the most senior employee by classification, labor grade and shift in the department capable of doing the job.

- (i) Whenever possible the Company will notify employees on Thursday of each week when there is to be weekend overtime.
- (j) Overtime may be worked during layoff when production requirements do not justify the recall of employees capable of performing the scheduled work.

#### (2) Dayworkers — Production

If additional dayworkers are needed and there are no additional qualified dayworkers available in the department in the same classification, then qualified dayworkers in the department in the same labor grade will be asked. If additional dayworkers are still needed, the next three labor grade up and down in the department will be combined, and the overtime will be offered by seniority to qualified dayworkers within the six labor grades. If additional dayworkers are still needed, then the most senior qualified dayworker in the department in the next best labor grade (getting lower in number) will be asked.

#### (3) Skilled Work

Whenever possible when overtime work will be involved during the week, the Facilitator shall assign the work to the most senior employee in the department working in the same labor grade and classification. It is understood that the employee to whom the work is assigned or reassigned remains on the job until completed.

#### (4) Weekend and Holiday Work

Overtime work scheduled on weekends or holidays will be assigned in accordance with the above procedure. In a department that has a 2nd or 3rd shift operation each shift will be scheduled an equal amount of hours when possible.

A weekend or holiday shift will not be less than five (5) hours. For Maintenance departments, employees may volunteer for a weekend or holiday shift of not less than two (2) hours.

If because of unforeseen circumstances the overtime work scheduled for a Saturday or holiday cannot be completed, then those employees in the proper classification and at work

capable of doing the job shall be asked to volunteer by seniority to come in and work on Sunday or the day following the holiday if it is not a normally scheduled work day.

(5) Shortage of Personnel

If additional employees are required for overtime work employees from similar departments when available will be asked in accordance with seniority.

In the event of an emergency during any particular shift which would require additional personnel not available in the plant, senior employees from subsequent shifts within a department shall be called.

**Section 10 — Seven Day/Twelve Hour Shift**

Departments 743 & 476 (Waste Treatment, Heat Treating, and Product Reliability), and the Power House may place certain departments or operations on a seven day schedule. Such a schedule will not be used unless business conditions warrant and, when used, will be phased in as necessary. Unless another schedule is agreed to by the general manager and divisional grievance representative according to Article XIII, Section 17, the Company shall have the right to implement the following schedule.

The Company will give affected employees thirty (30) days' notice prior to implementing this schedule or reverting back to the eight (8) hour schedule. This section replaces Article VI (Hours of Work) for employees so assigned. The Company will schedule and pay for work as follows:

(a) Schedule: Four – 12 hour work shifts.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1	X	X	O	O	X	X	X
Week 2	O	O	X	X	O	O	O

(b) Hours

First shift will normally start between 6:00 a.m. and 8:00 a.m. and second shift between 6:00 p.m. and 8:00 p.m. Each shift will have three (3) ten (10) minute breaks. Lunch will be eighteen (18) minutes. These hours are not a guarantee of any minimum number of hours of work per day or per week.

(c) Overtime

One and one-half (1-1/2) times an employee's regular earnings shall be paid for all time worked in excess of forty (40) hours per week.

Two (2) times an employee's regular earnings shall be paid for all time worked in excess of twelve (12) hours per day and on holidays listed in Article VI, Section 5 of the Agreement.

There shall be no pyramiding of overtime.

(d) Shift premium

Non-skilled trades employees who normally work the second shift shall receive \$.30 per hour in addition to their regular earnings. Skilled trades employees who work the second shift shall receive \$.50 per hour in addition to their regular earnings.

(e) Holidays

The two crews scheduled to work the day of the holiday will have that day off with twelve (12) hours of holiday pay. The other crews will receive twelve (12) hours of holiday pay only. Paid holidays and eligibility requirements are listed in Article VI, Section 5.

Holiday pay for the normal workdays from December 24 through January 1 will be based on each individual employee's normally scheduled days of work from December 24 through January 1.

(f) Vacation

Employees who normally work a twelve (12) hour shift schedule and take a day of vacation will be considered to have used one (1) day of vacation and will be paid for eight (8) hours if they have chosen to be paid for their vacation as they use it. During a vacation shutdown when they are not scheduled to work, they will be considered to have used ten (10) days' vacation.

(g) Bereavement

Employees who normally work a twelve (12) hour shift schedule who are absent from work for qualified bereavement will receive twelve (12) hours of straight time pay in accordance with Article IX, Section 6 of the Agreement.

(h) Jury Duty

Employees who normally work a twelve (12) hour shift schedule who are absent from work for jury duty will receive twelve (12) hours of straight time pay in accordance with Article IX, Section 5 of the Agreement.

(i) Military Duty

Employees who normally work a twelve (12) hour shift schedule who are absent from work for military duty will receive twelve (12) hours of straight time pay in accordance with Article IX, Section 7 of the Agreement.

(j) Staffing

Openings will first be filled by volunteers from the department. If not enough employees volunteer, the Company may honor transfer requests, recall employees from layoff, or hire from the outside. This will not preclude the Company from forcing the least senior employees in the department with the skills necessary to keep the operation running. The Company will not hire from the outside if there are qualified employees with transfer requests on file or on layoff.

If an employee is forced onto this schedule and notifies the Company that he does not wish to remain on the schedule, the Company will replace the employee as soon as practical.

(k) Pay for employees transferring to or from the twelve (12) hour shift schedule will be determined by the pay schedule they were on at the beginning of the pay period which starts on Monday and ends on Sunday.

(l) Call in Procedures for Overtime

(1) If an employee is called in for overtime, the most senior employee in the proper labor grade and job classification from the same shift on the off rotation will be called in.

(2) If no employee is available as stated above, then the most senior employee in the proper labor grade and job classification from the opposite shift on the off rotation will be called in.

## **ARTICLE VII Vacations**

**Section 1**

All employees subject to the terms of this agreement who have seniority on May 1 of the vacation year and who have worked for the Company more than 600 hours during the 52 full week period preceding April 1 of the vacation year inclusive, are entitled to a vacation with pay at a rate equivalent to their hourly rate (including shift pay) at the time the vacation is used. Time lost from work due to vacations, jury duty, paid bereavement, and holidays shall be considered, not to exceed a twelve (12) month period, as time worked for vacation purposes. Vacation time may not be accumulated for more than one (1) year.

**Section 2**

Employees who have seniority of less than two (2) years on May 1 of the vacation year, shall receive vacations and vacation pay on the following basis:

A total of 1600 hours of work during the 52 full week period preceding April 1 of the vacation year inclusive, will be considered a full year's employment, and will entitle one who has worked that many hours or more to 40 hours of vacation and vacation pay. Employees who have worked less than 1600 hours in such period shall receive the same proportion of 40 hours of vacation and vacation pay as is the proportion of the total hours they worked to 1600 hours. For example, an employee who worked 1400 hours during such period would receive:

$$\frac{1400}{1600} \times 40 = 35, \text{ or } 35 \text{ hours vacation and pay.}$$

Employees entitled to paid vacation will be paid their vacation as they take it.

Vacation will be paid in four (4) or eight (8) hour increments.

Any vacation pay remaining at the end of the vacation year will be paid by the third paycheck in May.

If an employee retires on July 1 and has at least 560, but less than 600 qualifying hours for vacation pay, additional hours will be added to bring his/her total qualifying hours to 600.

**Section 3**

All employees subject to the terms of this agreement who, on May 1 of the vacation year, have seniority of two (2) years or

more, but less than six (6) years seniority, shall receive vacations and vacation pay as stated above, multiplied by two.

#### **Section 4**

All employees subject to the terms of this agreement who, on May 1 of the vacation year, have seniority of six (6) years or more, but less than thirteen (13) years seniority, shall receive vacations and vacation pay as stated in Section 2, multiplied by three.

#### **Section 5**

All employees subject to the terms of this agreement who, on May 1 of the vacation year have seniority of thirteen (13) years or more, but less than twenty (20) years seniority shall receive vacations and vacation pay as stated in Section 2, multiplied by four.

#### **Section 6**

All employees subject to the terms of this agreement who, on May 1 of the vacation year have seniority of twenty (20) years or more, shall receive vacation and vacation pay as stated in Section 2, multiplied by five.

#### **Section 7**

All employees who had a higher multiple of vacation and vacation pay based on seniority under a predecessor contract shall continue to receive such until they move to the next higher multiple or else retire.

#### **Section 8**

Vacations will, so far as practical, be granted at times most desired by employees. Employees wishing to make such arrangements must do so before May 1st of the vacation year by advising their Facilitator in writing on a form provided by the Company and of which they shall be allowed to retain a copy. Vacation requests of one week or more in June, July, or August will have preference over requests of less than one week. In case of conflict, preference in the time for taking vacations will be granted to employees in accordance with their seniority with those employees higher in point of seniority being given prior choice of vacation time. Employees requesting vacation after May 1<sup>st</sup> of the vacation year will be granted vacation on a first-come, first-served basis after all employees who put in for vacation prior to May 1<sup>st</sup> have been granted vacation.



An employee who schedules any vacation must take the vacation unless they cancel the vacation period at least two (2) working days prior to the scheduled vacation time. One (1) vacation cancellation per vacation year will be afforded an employee without advance notification. After the one-time exception is used, an employee who reports to work on a scheduled vacation will be charged for the vacation and sent home. After the vacation period is cancelled by the employee, when business conditions permit, priority will be given to employees by seniority who requested the vacation before May 1<sup>st</sup> and then to employees who requested the vacation time on a first-come, first-served basis.

Called in vacation is for legitimate emergencies only. This privilege cannot be abused.

### **Section 9**

Employees may take vacation in one-half (1/2) day increments. The following rules will apply to one-half (1/2) day vacations.

- Half day vacations must be scheduled at least one (1) day prior to the date requested.
- At the Facilitator's discretion, a 1/2 day vacation may be granted on the day requested.
- A minimum of one-half (1/2) the scheduled shift must be worked.
- If an employee works more than one-half (1/2) the scheduled shift, they will still be charged with four (4) hours vacation.
- Half day vacations will not apply to weekend work or holiday work.
- Half day vacations cannot be called in.

### **Section 10**

The Company shall have the right to have a vacation shutdown of two consecutive weeks from the last Monday in June and through the last full week in July, to coincide with the shutdown period of the engine assembly plants, which shall be considered vacation time for the employees in the affected plant(s) to the extent of the employee's entitlement. Employees shall be notified of the shutdown dates by January 1<sup>st</sup> of each year.

If there is to be no vacation shutdown or only a partial shutdown, employees of the affected departments shall be so advised by April 1st of the vacation year. Employees of a department scheduled to work during the vacation period or required to perform emergency work where advance notice is not possible, may exercise their seniority as to their choice of working or not working.

**Section 11**

If holidays fall within the vacation period of any employee who is eligible for holiday pay, such employee shall receive the additional pay for such holidays not worked in addition to the regular vacation pay, and such holidays shall not be considered vacation days.

**Section 12**

Employees who qualify for and earn vacation and vacation pay in accordance with the provisions of this Article, but who may be laid off, be discharged, or quit before receiving such vacation and vacation pay, shall be paid their earned vacation pay as promptly as possible.

**Section 13**

Employees who as of May 1 of any year are on the laid off list or absent because of disability and still hold seniority in the Plant, and who have otherwise qualified for and earned vacation and vacation pay in accordance with the provisions of this Article, shall have their vacation pay sent to them as promptly as possible.

**Section 14**

Employees who enter active military service and who have otherwise qualified for vacation and vacation pay shall receive such vacation pay upon request and furnishing sufficient proof of active military service.

**Section 15**

Employees who quit without vested pension rights or are justifiably discharged prior to May 1 of any year, shall not be entitled to any vacation benefits for that year.

**Section 16**

In the event an employee who has qualified for an earned vacation and vacation pay, in accordance with the provisions of this Article, dies prior or subsequent to the end of the vacation

year, such employee's vacation pay will be paid to the surviving spouse, if any, and otherwise to his legal heirs.

#### **Section 17**

Employees who retire or quit with vested pension rights before May 1st of any vacation year shall receive vacation pay when the vacation checks are issued, if otherwise qualified.

## **ARTICLE VIII Seniority**

#### **Section 1**

The word "seniority" as herein used, shall be deemed to mean the right to priority in employment based upon the length of uninterrupted employment continuity as hereinafter provided and qualified.

Employees whose employment with the Company began on the same date, will use their index number to establish seniority for layoff and transfer purposes (excluding bumping) under the contract, with the employee with the lowest index number having the highest seniority on that date.

#### **Section 2**

In applying the seniority provisions of this agreement, employees who may be retained, transferred or rehired for work other than their regular job, must be able to perform satisfactorily the work available.

#### **Section 3**

The members of the Bargaining Committee shall head the plant seniority list during their term of office. At the close of their term, they shall be returned to their regular positions on the seniority roster. The provisions of this Section shall not be considered with respect to job assignment, transfers, vacations, vacation pay or overtime work, but shall apply in connection with remaining on their respective shift in their plant or division at the time of a permanent reduction of the work force or layoff.

#### **Section 4**

Shop stewards shall head the department seniority list during their term of office. At the close of their term, they shall be

returned to their regular positions on the seniority roster. The provisions of this Section shall not be considered with respect to job assignment, transfers, vacations, vacation pay or overtime work but shall apply in connection with remaining in their departments, groups and shifts at the time of permanent reduction of the work force or layoff.

### **Section 5 — Layoffs**

Layoffs may be VOLUNTARY in accordance with the procedure set forth herein.

#### **(a) Volunteering**

- (1) Employees with seniority and wishing to be considered for voluntary layoff shall notify their Facilitator in writing by use of a Voluntary Layoff Card. This card will be made available to employees year-round.
- (2) Facilitators shall, upon receipt of notice of a pending layoff, post such notice for a period of 24 hours, and when possible 48 hours, during which time employees shall have the right to withdraw their name from the list of employees who have already volunteered or add their names to the list of employees who have already volunteered. Said notices shall be in writing and given to their Facilitator.

#### **(b) Layoff of Dayworkers**

- (1) An employee may take a voluntary layoff in inverse seniority order unless there is no fully qualified employee in his department and in his job classification to replace him. Employees who volunteer for layoff in a particular department and job classification shall be scheduled for voluntary layoff prior to any direct transfers or bumping that may take place as herein after provided. Bumping between dayworkers will always be lateral or down in labor grade, never up, and the person doing the bumping must displace the least senior employee in the same job classification regardless of shift. When bumping laterally or to the next best labor grade an employee will stay on his shift if a less senior employee is on such job. The employee being bumped will displace the least senior employee in the same classification regardless of shift or if no such job exists bump laterally or to the next best labor grade that he can handle on his shift.

(2) If not enough employees in a particular classification in a department volunteer to be laid off then the least senior employee(s) by seniority in that job classification and department to be reduced shall be eliminated as provided below:

(1a) If an employee who is not scheduled for voluntary layoff is on a job which is in labor grade one (1) through fifteen (15) and the employee is on a job whose classification is identical to that of the least senior employee on his shift in a similar department as grouped below, the employee(s) will be transferred directly to that job. If seniority does not permit, he will bump the least senior employee in the classification on any shift.

DEPARTMENT GROUPS:

Toolmakers	7350
Maintenance	7000
Model Makers	1320-9450-9530

(1b) If any employee is the least senior employee in his job classification and in his department and does not have direct transfer rights as outlined in paragraph (1a) above, he will be bumped down, regardless of shift, to another daywork job in his department qualifications and seniority permitting. Daywork employees in labor grade fifteen (15) and above, and Setup Helpers, may bump production workers on their shift, seniority permitting or if their seniority does not permit, they may bump the least senior production worker on another shift within their department, seniority permitting.

(1c) An employee who has not volunteered for layoff and has no direct transfer rights as outlined in paragraph (1a) above or bumping rights as outlined in (1b) above will be placed on involuntary layoff.

(c) Layoffs of Production Workers

(1) Layoffs shall be by department on a voluntary basis in inverse seniority order.

(2) If not enough production workers in a particular department volunteer for layoff, then the least senior production workers in the department shall be placed on involuntary layoff.

## Section 6 — Recall

### (a) Employees Who Volunteer For Layoff

- (1) Employees who volunteer for layoff will not be recalled by the Company to their former department, job, and shift to fill a job opening unless there are no employees at work with former job right transfers on file or employees on layoff subject to recall to that particular job opening as herein provided (see Article VIII, Section 6(b)(2)) who are capable of satisfactorily performing the job.
- (2) Employees on voluntary layoff on the first scheduled work day following the July shutdown or the Christmas shutdown will have their status changed from voluntary layoff to involuntary layoff and within six (6) weeks be bumped into their original department, job and shift seniority permitting.
  - (a) If an employee wishes to remain on voluntary layoff, the employee must notify the Company prior to the July shutdown or the Christmas shutdown.

### (b) Employees on Layoff

- (1) Employees on layoff will be placed in one of the following two groups:
  - (1a) Dayworker — (An employee who was on a daywork job at the time he was laid off.)
  - (1b) Production Worker — (An employee who was working as a production worker at the time he was laid off in one of the following departments):

EPPG - 7970

End Products – 1410, 1430, 1440, 1450, 1470, and 1480
- (2) An employee whether a dayworker or production worker, on voluntary or involuntary layoff in either of the two groups will be recalled by seniority to a job in his particular group only and only to a job that he is capable of performing satisfactorily. Voluntarily laid off employees in the particular group subject to recall by seniority may be allowed to remain on layoff until their original department is recalling if there are other less senior employees in the group, whether voluntary or involuntary, who by seniority are subject to recall.

- (3) If there are no employees in the appropriate group in either the involuntary or voluntary layoff category subject to recall according to paragraph (2) above, then the most senior employee on voluntary or involuntary layoff in another group capable of satisfactorily performing the job will be recalled.

Voluntarily laid off employees in the selected group subject to recall by seniority may be allowed to remain on layoff until their original department is recalling if there are other less senior employees in the group, whether voluntary or involuntary, who by seniority are subject to recall.

- (c) Employees on involuntary layoff due to lack of work with two (2) or more years of seniority and entitled to work because of seniority, shall be returned to work within their division that they can perform satisfactorily as soon as practical, or at a maximum within six (6) weeks from the date of their layoff, or if seniority does not permit to another division within nine (9) weeks, if there are no further layoffs contemplated which could affect them and there are less senior employees in other divisions working on jobs in the group. No recalls of employees from layoff will be made during a year when the frequency and size of the layoff does not so permit. When layoffs are due to employees' jobs being eliminated the above language pertains with the exception that affected employees shall be returned to work within six (6) weeks to any division where less senior employees are working on jobs in the group.
- (d) If the Company is in the process of large recalls of laid off employees due to increases in production, it is understood that employees will not be recalled to one department and then have to be moved a short time later to another department according to the above recall language, but that instead the employee will remain on layoff so that he will be recalled directly to the job from which he was laid off.
- (e) Employees that have a minimum of five (5) years seniority, and have notified Personnel that they desire a group change shall be considered for return to work in keeping with the other terms of this contract on and after either the first scheduled work day following the July shutdown or the Christmas shutdown. To be considered for any of the scheduled bumps an employee must notify Personnel of his desire for a group change at least one month prior to the July shutdown or the Christmas shutdown. The Company will make the bumps

during the six (6) week period following the July shutdown or the Christmas shutdown when returning employees to work that they can perform satisfactorily in the other groups. Employees will be returned to work in the other groups in the following manner:

- (1) Production Workers — Will be bumped in to light daywork in Labor Grade 27 through 23, and if their record indicates that they have successfully handled heavy daywork in the past, those jobs.
- (2) Dayworkers — Will be bumped in to production jobs.

### **Section 7 — General**

- (a) The Company shall notify any employee to be laid off forty-eight (48) hours in advance whenever possible and verbally notify the Union Office and applicable Grievance Representative(s) of the pending layoff and departments affected.
- (b) At the time of layoff each laid off employee, whether voluntary or involuntary, shall fill out completely a Recall Data Card, sign it and give such card to his Facilitator for delivery to the Human Resources Department. After having been laid off, if an employee wishes to change any information on his Recall Data Card, he must do so in person at the Human Resources Department at the 124th Street Plant. Copies of recall cards shall be sent to the Union Office upon request.
- (c) There shall be no upgrading in the Daywork group either at the time of layoff or at the time of recall except at the request of the Company.
- (d) Employees on a Labor Grade 23 job or better at the time of layoff will not be recalled on Labor Grade 27 work unless the list of all Labor Grade 27 employees on layoff has been exhausted. Employees on layoff will not be considered for Trucker, Janitor or other heavy duty jobs unless they have proven to the satisfaction of the Company that they are physically capable of handling such jobs.
- (e) After transfer requests of senior employees have been honored, the following groups of employees who are on involuntary layoff may fill open jobs in labor grades up to and including labor grade 18.
  - (1) Dayworkers in labor grades 27 through 19.



- (2) Production workers choosing to change their classification to daywork.

To be considered for these job openings, the employee must notify Personnel of his desire to be considered.

- (f) Any employee at work who lost his former job because of layoff, or being bumped and who at the time had seniority will only be returned to the job and shift from which first removed if he has on file a transfer request to do so. Such requests for transfer shall be honored during recall unless an employee on layoff with more seniority was laid off from said job. No employee will be permitted to withdraw a request for transfer, nor will a request for transfer be honored for a job being filled, after arrangements to fill such job have been started.

If an employee changes department due to layoff or bump and remains in that department for one (1) year or more without submitting a transfer request to his former department, then his former job rights revert to the new department.

- (g) No request for transfer filed under paragraph (c) of Section 9 of this Article need be honored at times of layoff, recall or at times when transfers are the result of layoffs, except that in order to balance the shifts in a given department transfer requests on file from those already in the department and in the same job classification may be honored.
- (h) A list of recalled employees, as well as newly hired employees, will be given to the Union promptly after such employees report for work.
- (i) No new employees shall be hired while there are laid off employees on the seniority list who are able to perform satisfactorily the work available and the Company agrees to notify the Union of its intention to hire employees without seniority if at such time there are any laid off employees having seniority who are still on layoff.
- (j) All employees who are on layoff during the vacation shutdown will be considered to have used all vacation time up to ten (10) days to which they may be entitled.
- (k) Should there be permanent elimination of a department or a major cutback, resulting in permanent elimination of daywork or production jobs in a department (excluding relocation to another department or plant represented by USW Local 2-232)

or permanent elimination of jobs directly due to automation or plant modernization, then employees affected will have an opportunity, to the extent determined by the Company, to as soon as reasonable be directly transferred if seniority permits to similar work which they are capable of doing, where the least senior employees are performing such work. If it is determined that this is not possible, then these employees will be transferred, if seniority permits, to similar work which they are capable of doing in other departments or at other plant locations where less senior employees are performing such work. Shift preference will be given seniority permitting.

When job elimination occurs subject to the above, and the magnitude of such elimination is such that direct transfers are not practical, employees may be laid off for a reasonable length of time before being brought back to jobs in their group.

- (l) When layoffs occur as a direct result of job elimination, employees working on the affected jobs will not be allowed to take voluntary layoff.

Bumping resulting from such layoffs will be managed in a manner to minimize disruption to operations, productivity, and delivery.

### **Section 8 — Insurance**

All subsidized insurance coverage listed below runs concurrently with federal COBRA coverage guidelines.

- (a) If an employee with less than five (5) years of seniority on his last day of work is temporarily laid off, his insurance shall be continued by the Company but not beyond the end of the third month following the month in which the layoff starts.
- (b) If an employee with five (5) or more years of seniority on his last day of work is temporarily laid off, his insurance shall be continued by the Company but not beyond the end of the 6th month following the month in which the layoff starts.
- (c) If an employee with ten (10) or more years of seniority on his last day of work is temporarily laid off, his insurance shall be continued by the Company but not beyond the end of the ninth month following the month in which the layoff starts.
- (d) For employees enrolled in any medical plan provided by the Company, continuation of that portion of insurance up to the

time limits shown in (a), (b), and (c) of this section is contingent on the employee paying any monthly charge normally obtained through payroll deduction.

### **Section 9 — Transfers**

The transfer of employees shall be subject to the following rules, and every transferred employee shall put forth normal, reasonable effort to perform satisfactorily the job to which transferred:

#### **(a) Permanent Transfers**

When making a permanent transfer from a department due to a cut back or loss of jobs, the Company will transfer the least senior production workers or dayworkers from the standpoint of seniority who are not needed to meet production requirements. Transfers will be made to the proper group and classification whenever possible.

#### **(b) Daily Transfers**

(1) Dayworkers: In making transfers from job to job within a department, or daily transfers out of the department, the Company will transfer the least senior employee from the standpoint of seniority from the group of dayworkers (i.e. labor grade and classification) selected by the Company from which the transfer is to be made. If the least senior employee in the group selected cannot perform the job satisfactorily to which the transfer is to be made, the Company may then transfer the next least senior employee from the group who can perform the job satisfactorily. When dayworkers are to be temporarily assigned to a production job on any given day when vacancies must be filled, the Company shall ask the most senior qualified employees from the group of dayworkers (ie: labor grade and classification) selected by the Company assigned to the department and who are readily available in the immediate work area.

(2) Production workers: In making transfers from job to job within a department or daily transfers out of the department, the Company will transfer the least senior employee from the standpoint of seniority from the group of production workers selected by the Company from which the transfer is to be made. If the least senior employee in the group selected cannot perform the job satisfactorily to

which the transfer is to be made, the Company may then transfer the next least senior employee from the group who can perform the job satisfactorily. This paragraph is not meant to prevent the Company from shutting a job down that is not needed that is being run by a more senior employee and moving him to an open job that is needed.

- (3) Transfers will be made on the basis of production worker to production work and dayworker to daywork, unless necessary to do otherwise. Employees assigned to a given department shall receive job assignments at the start of the shift before those that are transferred in for the day.
- (4) If an employee comes in to work late and there is no work available at that time in his department, he will be transferred to another department that has work. In the event that a production job opens up, the most senior employee will be returned to their department for that job.
- (5) In the event that the Company must send employees home for lack of work, the affected employees may volunteer to leave by seniority.
- (6) Daily transfers within end products departments will be based on business needs and skills needed. When making daily transfers out of an end products department, the Company will transfer the least senior employee from the standpoint of seniority from the department and group selected by the Company from which the transfer is to be made.

(c) Vacancies and Shift Openings

When vacancies or shift openings occur or new jobs become available, subject to the exceptions set forth in Sections 7 and 8 of this Article, first opportunity to fill such vacancy or job or shift opening shall be given to the most senior employee in point of Companywide seniority with eighteen (18) or more months of seniority who has on file in the Human Resources Department a written request for transfer to such type of work, subject to the conditions herein contained. The types of transfers here involved, other than shift transfers, are not merely changes of machines, etc., within a department. The employee, in order to be considered, must have qualifications established, such as past experience in the plant, skill, training or ability, so that he may reasonably be expected to be able to perform the work satisfactorily. Transfer requests shall not be

denied because of absenteeism or work record unless either or both of them are poor and the employee has failed to correct them in any given six (6) month period after having been warned to do so as recorded in his personnel file, but employees applying for group lead and set-up jobs must have better than average attendance and work records. Transfer requests shall be valid for six (6) months from date of filing or renewal. The employee will receive a copy of his transfer request or renewal upon request. An employee may be denied a transfer request only once if there is no qualified replacement immediately available and then only in the first six (6) months from the original date of filing.

The employee and his grievance representative shall be so notified in writing of the denial of his transfer request. No employee shall have more than one request on file at any one time.

It is understood that employees with former job rights, who have on file in the Human Resources Department a request for transfer to return to their former department, job, and shift, shall be returned in accordance with seniority and ahead of employees who do not have former job rights to the job from which they were first removed due to layoff, industrial injury or illness. Such employees returning to former jobs shall also have priority, at their request, to return to their former shifts.

It is further understood that if an employee files a request for transfer for a job, other than the job for which he has former rights, and is transferred to such job, he shall there by forfeit the former job rights referred to in the preceding paragraph.

When the Company requires employees to take tests for jobs such as floor inspector, etc., a Union representative may be present during such tests. The Company will furnish the Union Office with a list of all jobs that require testing.

No employee will be permitted to withdraw a request for transfer, nor will a request for transfer be honored for a job being filled, after arrangements to fill such job have been started.

If an employee is unable to satisfactorily perform the work after such transfer, and if the job from which he was transferred has been filled, he is subject to removal to other work he can satisfactorily perform. It is recognized that employees shall not

abuse these transfer provisions by making repeated requests for transfer.

(d) Job Posting

All initial job openings will be posted on Company bulletin boards for two (2) working days (48 hours) and a copy of the posting will be furnished to the Union. The applicable transfer provisions in the contract shall be followed by those persons who seek a transfer as the result of a job posting.

All skilled upgradings in a Model Shop, Toolroom or Maintenance Department will be posted on the appropriate department's bulletin board for two (2) days (48 hours) and a copy of the posting will be furnished to the Union.

Postings will be identified by job title, labor grade, shift, department and plant location. Employees will not be allowed to bid down solely for shift preference.

(e) Returning to Work After Disability

Employees who have been returned to work from sick leave, industrial injury or non-industrial injury shall be reinstated to their former department, job and shift if seniority and physical condition permit.

(f) Lighter Work

(1) The Company will make every effort to find lighter work when the same is available to an employee who temporarily becomes physically unable to perform satisfactorily his regular job due to industrial injury, illness or non-industrial injury.

(2) Temporary Limitation(s)

When possible an employee with limitations, whether from industrial cause or not, will be placed by the Company on available work in his department and on his shift, but if not possible, assigned work on another shift or in other departments.

For an employee with limitations, whether from industrial cause or not, that will require a healing period of some duration, the Company will consider placing him upon an open job for which he is qualified and for which a more senior employee does not have a transfer request on file.

(3) Permanent Disability

An employee who upon completion of his healing period, whether after being on lighter duty at work or after absence from work, and whether from industrial cause or not, but who has permanent disability and can no longer perform his former job, will be assigned by the Company to an open job that he is capable of satisfactorily performing, with or without reasonable accommodation, and for which a more senior employee does not have a transfer request on file. If there is no such open job, then the employee shall be placed by the Company, on the job of a less senior employee for which he is qualified and can satisfactorily perform, or if no such job is immediately available, placed on layoff.

(4) Returning to Former Job

- (1a) Industrial Injury: Upon completion of the healing period the employee shall be given former job rights and upon filing a transfer request to return to his former job and seniority and physical condition permitting, be allowed to bump in and replace the least senior employee in his former department, job and shift.
- (1b) Sick Leave and Non-Industrial Injury: Upon completion of the healing period, whether after being assigned to an open job at Company request or after absence from work and being rehired to a different job because of his physical condition, the employee shall be given former job rights and upon filing a transfer request to return to his former job and seniority and physical condition permitting, be allowed to bump in and replace the least senior employee in his former department.

**Section 10**

The Company shall furnish an accurate seniority list to the Union, and as occasions arise, notify the Union of any additions or deductions in the seniority roster.

**Section 11**

An employee shall cease to have seniority and continuity of employment if:

- (a) He voluntarily quits.
- (b) He is discharged for just cause.

- (c) After having been laid off or otherwise permitted to be absent from work, he does not report for work within one week after a written notice to report for work has been sent by first-class mail to the address furnished by him at the time he is laid off or as appears on the Company's records in the Human Resources Department if otherwise permitted to be absent from work. Employees on layoff will be contacted by letter only if they cannot be reached by telephone. A copy of such notice shall be given to the Union at the time of mailing. Extension of the one-week period will be granted by the Company for satisfactory reasons given by the employee before the expiration of such period.
- (d) He has not performed work for the Company for a period of two (2) years or one-half his length of service, whichever is less. Upon rehiring there shall be no reduction of seniority if the employee has not lost his seniority.  
  
Time off for union leaves (12(e) and 12 (g)) or time off for the healing period of an industrial injury shall not be counted for purposes of this section.
- (e) He is absent for three (3) consecutive working days without notifying the Company, unless there is a satisfactory reason for failure to so notify.
- (f) He is absent for more than five (5) consecutive working days without obtaining permission from Human Resources to be absent, provided that permission will be given for satisfactory reasons, and provided further that failure to apply for such permission within such time shall be excused only for satisfactory reason.
- (g) He fails to respond with proof of disability within twenty (20) calendar days, to an unrestricted certified letter sent by the Company requesting proof of disability to the address furnished by him as appears on the Company's records in the Human Resources Department. A copy of such notice shall be given to the Union at the time of mailing.
- (h) An employee will begin to lose seniority on the first regularly scheduled work day he is absent.
- (i) The Company shall notify the Union, in writing, as soon as possible of all terminations and reason therefor.

## **Section 12**



- (a) The Company will grant employees temporary emergency leaves of absence for up to six (6) weeks subject to extension, upon the presentation of good and sufficient reason for such leaves of absence or extension. An emergency is defined as a sudden, unexpected occurrence demanding immediate action.
- (b) Once every five (5) years any employee with five (5) or more years of seniority will be granted a personal leave of absence of up to six (6) weeks. The above will not have any effect on any temporary emergency leave as stated in Section 12 (a). Leaves of absence will not be granted to employees for the purpose of seeking or working on other jobs or business ventures.
- (c) The Company will grant employees an adoption leave upon proof of such adoption in accordance with state and federal FMLA. The above will not have any effect on any temporary emergency leave or any personal leave as stated in Section 12 (a) and (b).
- (d) Should the Company deny an employee's request for a personal leave of absence, an emergency leave of absence or an adoption leave, the employee shall have the right to request an immediate meeting between the Union and the Company to resolve the issue. The provisions of this Section shall not apply to absences due to an employee's illness or injury.
- (e) The Company further agrees to grant a leave of absence to any employee, not exceeding twelve at any one time, accepting an office with the International Union, Local Union, Milwaukee County Labor Council or State AFL-CIO, CLC for the duration of that office.
- (f) Leaves of absence to accept an elective position to public office shall be by mutual agreement between the Union and the Company.
- (g) When an employee leaves his job in the plant to take a job to serve the Local Union, whether it be an elected position or an appointed position, the employee will have the right to return at his request or at the end of his term in office to the job he left in the plant, seniority permitting. If seniority does not permit, the employee will have former job rights.
- (h) The Company will furnish to the Union and the employee who is issued a leave of absence, a memo stating when the leave begins and when the leave is scheduled to end. When the

Company extends a leave of absence, the Company will issue an updated memo reflecting the change.

### **Section 13**

The following divisions, departments or groups of departments, which the Company can change for legitimate business purposes during the term of this agreement, except as otherwise provided in paragraph (1a) of Section 5 and paragraph (1b) of Article VIII, Section 6, are listed for transfer and layoff purposes only. The Company will not change the following list for the sole purpose of protecting individuals.

#### **Corporate**

##### **Dept. No.**

1050 Buildings & Grounds  
1320 Engineering Model Shop  
4760 Product Reliability  
9420 Metrology  
9450 Model Shop - R&D  
9530 Application Engineering

#### **Distribution Sales and Customer Support**

##### **Dept. No.**

4720 Distribution Center Operations

#### **EPPG-BP Operations**

##### **Dept. No.**

3440 Motorsports Engine  
3480 Conversion Line  
7000 Maintenance  
7190 Laminated Cam Assembly  
7200 Production Stores  
7210 Shipping - Purchased Engines  
7350 Tool Room  
7430 Degreasers/Washers  
7600 Automatic Screw Machines  
7650 Grinders  
7690 General Factory – V9  
7700 Cold Headers  
7710 Central Crib

7970 General Factory – V6  
8130 Quality - Purchased Engines

### **End Products Operations**

#### **Dept. No.**

1390 HSB – Production Control  
1400 HSB – Quality Assurance  
1410 Reconn HPPG  
1430 HSB – Air Cooled  
1440 HSB – Stators  
1450 HSB – Transfer Switches  
1470 HSB – Alternators  
1480 HSB – Liquid Cooled

#### **Section 14**

Employees who choose or are assigned to experimental work, new production, or new machinery and equipment under the seniority provisions of this contract shall have departmental super seniority from the date of assignment for twelve (12) months.

Employees who choose or are assigned to a newly established department under the seniority provisions of this contract shall have departmental super seniority for eighteen (18) months from the date the first employees are assigned.

## **ARTICLE IX Wages**

#### **Section 1**

##### **(a) Daywork Rates**

The following wage increases will be applied to all daywork rates, at the dates indicated:

August 1, 2013 0%  
August 1, 2014 2%  
August 1, 2015 2%  
August 1, 2016, 2%

Labor grades 23A and 27A shall apply to all employees hired prior to 8-1-83 and 23B and 27B to all employees hired on and after 8-1-83.

- (b) Employees assigned as a production worker will be paid no less than \$11.91 per hour. Rates will be increased by \$1.00 per hour after each six (6) month period of active employment, up to \$14.91 per hour. The \$11.91 base rate will be adjusted based on general wage increases after 8-1-2013; the \$1.00 bump is not subject to any general wage increase.

**BRIGGS & STRATTON CORPORATION  
ECONOMIC VALUE ADDED INCENTIVE COMPENSATION  
PLAN  
FOR USW LOCAL 2-232 EMPLOYEES  
Plan Summary**

Following is a summary of the terms of the Briggs & Stratton Corporation Economic Value Added Incentive Compensation Plan for USW Local 2-232 Employees (the "Plan"). **In all cases the terms set forth in the Plan document shall control over this summary.** The formal plan, on file in Human Resources and with the Union, is available for more detailed information.

1. Purpose. To promote the maximization of economic value creation by providing incentive compensation to USW Local 2-232 employees of Briggs & Stratton Corporation (the "Company") in a form which relates the financial reward to an increase in the value of their Company.
2. Eligibility. All USW Local 2-232 employees of the Company who are employed during any Plan Year and have seniority at the end of the plan year or have retired, died, or quit with vested pension rights after having at least 600 hours of work in the plan year.
3. Bonus. The Bonus for Participants for a Plan Year (coincident with the Company's fiscal year) will be equal to 100% of the Company performance calculation, calculated as follows:

$$\text{Participants x Incentive x Performance} \\ \text{Base Wage Award Factor}$$

With the target incentive award being 3% (three percent).

4. Company Performance Factor. The Company Performance Factor is determined as follows:

$$\text{Company Performance Factor} = \frac{\text{NOPAT}}{\text{CAPITAL CHARGE}}$$

- In the event that the Company Performance Factor calculates at less than .6, the Company Performance Factor shall be zero for that year.
5. Base Wage. Includes all wages paid in the applicable fiscal year, excluding profit sharing or EVA bonus payments.
  6. Payment. Payment will be made (net of tax withheld) on or before the end of the second month following the end of the relevant Plan Year.
  7. Applicable Years. This plan is in effect for the Company's fiscal years beginning approximately July 1, 2006 through the expiration of this agreement. Bonuses earned during this agreement shall be paid regardless of any other agreement or the lack of any agreement at the expiration of this agreement.
  8. "Cost of Capital". For the life of this agreement, the Cost of Capital shall be 15%. (12% multiplied by a base goal of 125% (.12 x 1.25 = 15%))
  9. "NOPAT". Means cash adjusted Net Operating Profits After Taxes as defined in the plan document.
  10. "Capital Charge". Means the deemed opportunity cost of employing Capital in the Company's businesses, determined as follows:  
Capital Charge = Capital x Cost of Capital
  11. "Capital". Means the Company's weighted average monthly operating capital for the Plan Year as defined in the Plan Document.
  12. Pension. EVA bonus payments will be considered earnings for pension purposes.

### **Dayworker's Wage Plan**

#### **Section 2**

All new jobs and all new work will be daywork or production work.

All daywork jobs have a job description, job number, and labor grade which has been agreed to by the Company and the Union and each have a copy of the job description.

It is recognized that the Company and the Union used a comparative ranking system and certain bench mark jobs in establishing the daywork system. It is also recognized that daywork jobs can change making them either harder or easier in

comparison to other jobs in the Plan. It is the intent of both parties that jobs with significant changes be identified and be moved up or down in the Plan as necessary in order to maintain equity in relation to other similar jobs. It is also recognized that many jobs may undergo change, but that change does not automatically justify movement up or down, especially when viewed in relationship to other similar jobs which also may have or may be undergoing change. The Company and the Union will recognize all changes dating back to the implementation of the last upgrading or the original date of agreement to a job description, whichever is later.

The Company will furnish the Union with a list of daywork employees, their job number and their daywork rate at such time as daywork tapes are prepared.

- (1) The Company shall write the job description and assign the job number and the labor grade for all new or changed jobs and will submit them to the Union for its approval. Job descriptions are primarily for the purpose of identifying specific jobs and describe generally the duties to be performed on the job. No job description shall require the performance of duties unrelated to the job. No job shall be considered a permanent job until there is an agreement between the Company and the Union on the job description, job number and labor grade. A job once deactivated will not be reactivated without the approval of the Union.
- (2) The rate of pay of a new or transferred employee or an employee who is moved from a job to a job with a different number shall be determined and put into effect by the Company, subject to the approval of the Union. If the rate of pay agreed upon by the Union and the Company is higher than the rate originally determined by the Company, then the correction shall be made, as of the effective date of the agreement.

Employees who request a transfer to a higher labor grade, or from production to daywork, or to a different job in the same labor grade, will have no reduction in pay, subject to the following:

- a) Employees will not be paid more than the midpoint rate for the job they are transferring to.

- b) General wage increases after the transfer will not exceed the amount necessary to move to the next step in progression, up to the midpoint.
- c) Employees are required to complete all weeks worked as defined in Article IX, Section 2 (5) and (8) to reach each step in progression.
- d) This section does not apply to employees assigned to light duty work.

(3) Employees temporarily assigned to a higher rated job on any given day when vacancies must be filled shall be the most senior qualified employees assigned to the department and who are readily available in the immediate work area. They shall have their regular rate increased by thirty cents (30¢) per hour for each hour so assigned, or a minimum of sixty cents (60¢), whichever is greater, per day.

Employees temporarily assigned to jobs in labor grade nineteen (19) through one (1) who had previously held the midpoint of said jobs, shall be paid the midpoint.

An employee shall be so compensated provided he notifies his Facilitator in writing on the form provided by the Company of his claim on each day he is assigned to such higher rated job. Temporary assignments shall not exceed twelve (12) weeks.

Temporary vacancies for group lead and set-up will be filled by employees who meet the requirements of Article VIII, Section 9, sub-section (c).

- (4) Employees will not lose merit positions earned prior to 1-1-91.
- (5) No employee who has worked for the Company for more than 13 weeks on one job shall receive less than the rate of pay at Position 2, and after 26 weeks, at Position 3 of his job's rate range. No employee who has worked for the Company for more than 78 weeks on one job shall receive less than the rate of pay at the midpoint (Position 4) of that job's rate range. (See pages - -.)
- (6) An employee who is lacking the necessary skills or qualifications necessary for performing the job he desires to have in his department may be rotated onto work that will provide such by the Company and at his current rate of pay.

- (7) Employees who do not have the necessary qualifications to be considered for skilled set-up jobs in Labor Grade 15 or a higher pay scale, can obtain the necessary experience on Grade "B" set-up jobs subject to the availability of such jobs and the contract provisions dealing with job changes and/or transfers.

If there is an opening for a Setup "A" employee in a department, that opening will be filled by a qualified Setup "A" employee and if no qualified Setup "A" employee is available, then a Setup "B" employee shall be used to fill the opening.

After 52 weeks on a Grade "B" set-up job, the employee if qualified will be considered, at his request, for transfer to a set-up job under the contract provisions dealing with job changes and/or transfers. Employees may be changed from Grade "B" set-up jobs to set-up jobs at the Company's request at any time, subject to the contract provisions dealing with job changes and/or transfers or removed from Setup "B" because of lack of ability or poor performance.

- (8) For the purpose of determining the number of weeks worked in Paragraphs 5 and 7, a week worked shall be any week in which the employee worked at least 3 full days of the normal work week. Any week in which the employee did not work 3 full days of a normal work week shall not be counted.

- (9) Complaints or grievances related to this Dayworker's Wage Plan, which may arise between the Company and the Union, or between the Company and any employee, or group of employees, shall be handled as follows: Complaints or grievances will be referred to the Union paid Compensation Analyst(s) who will, in step 1, step 1A, and step 2 of the grievance procedure, attempt to resolve the complaints or grievances with the designated Company representative. The Plant Grievance Representative may be present at any of the above steps of the grievance procedure. If a complaint or grievance is not resolved, the grievance will be referred to the third stage of the grievance procedure at which time the daywork analyst may be present to discuss the grievance in dispute. The Union shall have the right to bring in a consultant employed by the International Union USW (AFL-CIO, CLC) or any other mutually agreed upon consultant. The consultant shall have the right to observe any jobs related to the dispute.

In the event the grievance procedure has been exhausted and there is still no settlement, such grievances may be submitted



to arbitration. Any upward adjustment of a labor grade as a result of a grievance will be retroactive to the date of the grievance.

- (10) Production workers must consistently achieve the productivity rates established for each job; or if a Master Standards Data (MSD) system is used, production workers must consistently achieve that standard. If an employee does not maintain defined productivity rates or MSD standards they will be:
1. Issued a written warning in the presence of a union steward and offered training specifically directed at the deficiency.
  2. Removed from the job and placed on involuntary layoff.
  3. Returned to a production job in a different department should an opening become available. There will be no bumping.
  4. If an employee is removed from a second production job, they will be placed on involuntary layoff and will forfeit all rights to production work. They will be returned to a non-production job when an opening becomes available, seniority permitting.
- (11) Master Standards Data (MSD) will be used as the standard for selected packaging and order fulfillment work at the Distribution Center. MSD will replace all historical data currently used to determine production standards on all former piecework jobs that had a rate.

Minimum Standard:

1. Qualified Associates must maintain a baseline performance on a weekly average of 100%. Performance is determined by comparing total standard hours to total actual direct hours during the one-week period.
  - a. Ten (10) or more hours worked during the week will be used in determining the weekly standard.
2. Qualified Associates are accountable to be at or above a minimum daily average of 90%.
  - a. Four (4) hours or more worked during a shift will be used in determining the daily standard.

New Associates will undergo a training period followed by a ramp-up period to get to 100% per the Distribution Center training guidelines.

**Observations:**

Observations are part of a program to maintain a safe and productive work environment to ensure the opportunity for success of every Associate. Salary personnel will perform these observations.

The purposes of the observation are:

- Preferred Method Training
- Coaching
- Review of Policies & Procedures
- Identification of Barriers to Productivity

**Qualified Associates:**

- Certified on the required equipment.
- Qualified per warehouse policy.
- An Associate who has previously been trained and has had prior experience for the task is allowed a one (1) week period of 90% performance when they have not performed the assigned job in the last four (4) weeks. They must achieve at least a 90% average that week. The daily minimum will be 80% during that week. After the first week on their newly assigned job the Associate is expected to perform at the baseline performance.
- Trained Associates with minimal experience on a particular job may be granted a three (3) week ramp-up period to achieve 100%.

- (12) The Company and Union agree to form joint committees on a divisional basis to study and recommend changes to the dayworker's wage plan. The goal of these committees is to recommend changes to the dayworker's wage plan so that the plan is equitable, and supports the Company's efforts to attract new business. Any recommended changes by the committees must be mutually agreed to between the Company and the Union and shall not be a violation of Article XIII, Section 17. These committees can recommend changes that utilize other sections of this agreement (i.e. Article XIII, Section 17, Article XIII, Section 16, etc.) where appropriate. Nothing contained in this section shall restrict the rights of the Company to make changes or exercise other rights as provided in the dayworker's wage plan set forth in Article IX, Section 2, or any

past practice or arbitrator's award, where no mutual agreement has been reached.

(13) See pages **\_\_-\_\_** for Daywork Rate Schedule.

### **Section 3**

All non-skilled trades employees working on the second shift shall receive twenty cents (20¢) per hour in addition to their regular earnings, and employees working the third shift shall receive thirty cents (30¢) per hour in addition to their regular earnings.

All skilled trades employees working on the second shift shall receive thirty cents (30¢) per hour in addition to their regular earnings, and employees working the third shift shall receive fifty cents (50¢) per hour in addition to their regular earnings.

Employees, the major portion of whose work shift is after the hour of 3:00 P.M., shall receive second shift pay; and employees, the major portion of whose work shift is after the hour of 11:00 P.M., shall receive third shift pay.

### **Section 4**

Production workers performing production operations in departments where three continuous eight-hour shifts are scheduled shall be paid three-tenths of an hour at their day rate as lunch allowance in addition to their regular earnings for such day.

Dayworkers in such departments shall not be so paid but shall have a lunch period of three-tenths of an hour and shall work the same regular hours as set forth in Section 3 of Article VI.

### **Section 5 — Jury Duty Pay**

Any employee with seniority and actively engaged at work in the plant regardless of the shift on which such employee works shall be protected by the Company against any loss in pay by reason of jury duty in accordance with the provisions of this section. Employees shall be paid at their regular rate. The computations of payment for jury duty shall be on the basis of straight time, excluding all overtime but including shift premium. The payment made by the Company shall be minus all compensation received by the employee for jury duty. Time spent on jury duty shall not impair an employee's holiday or vacation pay, nor shall it impair an employee's time spent toward acquiring seniority or becoming eligible for group insurance benefits. Daywork employees will not be credited for time worked on a job when absent from work because of jury duty unless such absence

does not exceed the limits established under the Dayworkers' Wage Plan.

In order to be compensated for loss of pay by reason of jury duty, an employee must present his claim within two weeks following the completion of such jury duty. The claim should be presented to the Timekeeping Department in the plant in which the employee works and must be accompanied by proper written verification from the Court or one of its officers as to the exact number of days of jury duty service and the amount of compensation received for such service.

Employees absent from work for jury duty must report such absence in the same manner as any other absence from work.

Employees called for jury duty and excused without actually performing such jury duty will be paid on the same basis that they would have been paid had they actually performed such jury duty.

### **Section 6 — Bereavement Pay**

The Company will grant an employee with seniority and actively engaged at work at the plant or during emergency leave of absence, vacation or holiday periods up to three consecutive work days of paid bereavement leave at the time of the death or burial of a member of his immediate family defined as such employee's spouse, children, step children, full term stillborn infants, mother, step mother, mother-in-law, father, step father, father-in-law, grandmother, grandfather, sisters, brothers, half-sisters, half-brothers, or grandchildren.

The Company will grant employees actively engaged at work at the plant or during emergency leave of absence, vacation or holiday periods one day paid bereavement leave at the time of the death or burial of their brother-in-law, sister-in-law, spouse's grandparent, son-in-law or daughter-in-law.

Employees shall be paid at their regular rate for the time missed from work. The computation of payments shall be on the basis of straight time, excluding all overtime but including shift premium.

Claim for payment should be presented to the Timekeeping Department in the plant in which the employee works and must be made within two weeks following the employee's return to work and also must be supported by satisfactory proof showing the name of the deceased, the name of the employee and the employee's relationship to the deceased.

**Section 7 — Military Duty Pay**

Employees with seniority attending annual encampments or training duty in any branch of the armed forces shall, upon presentation to the Timekeeping Department of proper proof of all payments including allowances, except per diem, travel, and uniform allowances received, be protected by the Company against any loss in pay by reason of engaging in such training duty up to a maximum period of two weeks per year. Similar protection shall be provided for a maximum period of two weeks per year to employees called for emergency National Guard service.

The differential in pay for employees shall be calculated at their regular rate. The computation of payments shall be on the basis of straight time, excluding all overtime but including shift premium.

**ARTICLE X  
Safety and Health****Section 1**

The Company recognizes its responsibility to protect the health and safety of its employees and agrees to observe all federal, state and local laws, and, as promptly as possible, to control recognized safety and health hazards. The Union agrees to cooperate with Company's effort to control hazards and further cooperate to enforce compliance with regulations.

**Section 2**

For purposes of providing a safe and healthy workplace, the Union Plant or Division Grievance Representatives may meet with the Company to discuss matters of safety and health, to review accidents, injuries and their causes, and to discuss methods of correcting safety and health code violations and general hazards.

The Union shall have the right to request via Human Resources for meetings or an inspection of facilities and processes by the Head of the Union's Health and Safety Committee with the Company's designated Representative. The Company shall on request provide material safety data sheets, industrial hygiene test results and other data which the Union deems pertinent to safety and health conditions.

**Section 3**

The Safety Department will notify the Union Plant or Division Grievance Representative of all serious accidents or injuries as soon after they occur, as is practicable.

The Company will provide the Union, upon request, with copies of OSHA Forms 300 (occupational injury report), the Wisconsin WC-12 Form (employer's first report of occupational injury or disease), and other pertinent information.

The Company will provide the Union, upon request, with all data and findings from monitoring and testing concerning industrial hygiene conducted by the Company. Further, the Company will notify the Union and allow the Union Representatives to be present when testing and monitoring in regard to industrial hygiene.

**Section 4**

Any employee called or referred to Safety or Worker's Compensation for an interview with a Company representative has the right to Union representation.

**Section 5**

The Facilitator or group lead shall have the duty to shut down an unsafe operation.

The employees shall have the right to refuse to work on unsafe operations.

**Section 6**

An employee who is injured while at work and who, on that day or on any other day, is sent by the Company to a doctor for treatment, will be paid for time lost on that day at his daywork rate, if he presents a certificate from the doctor.

**Section 7**

An employee who sustains injury while at work, no matter how slight, shall notify his Facilitator at once and report to the Security office for treatment. Such employee shall be paid at his day rate for time so consumed during working hours. Time so lost shall be indicated on the employee's time card, such indication to be by punching in and out where that is possible.

**Section 8**

Employees who go to the Security office for treatment for a non-industrial ailment or injury shall be paid at their day rate for

time so consumed during working hours, provided they indicate time so lost by punching out and punching in and do not abuse this privilege.

## **ARTICLE XI**

### **Apprenticeship Program**

#### **Section 1**

The Company shall have the right to maintain and administer a State Indentured Apprenticeship Program in the skilled trades subject to the terms of this agreement and applicable State and Federal law.

The Company and Union will participate in a Joint Apprenticeship Committee. The J.A.C. will meet at least once every four (4) months to discuss the apprenticeship program. The Committee will consist of nine (9) members: three (3) Company Representatives; three (3) Union Representatives; and three (3) apprentices. The Company Representatives will be selected by the Company. The Union Representatives will be selected by the Union. The apprentices will be jointly selected by the Company and the Union.

#### **Section 2**

Applicants shall be at least 18 years of age.

#### **Section 3**

When practicable, the Company will give first consideration for indentures to individuals already employed.

#### **Section 4**

- (a) The probationary period for an employee upon entering an apprenticeship program shall be six (6) calendar months during which the apprenticeship agreement shall be voidable by either party to the indenture upon written notice to the Wisconsin Department of Industry, Labor and Human Relations.
- (b) The Department of Industry, Labor and Human Relations may annul the indenture after completion of the probationary period upon application of either party and a showing of good cause.

- (c) The termination of an apprenticeship agreement shall not be subject to review under Article IV of this agreement.

### **Section 5 — Wages & Hours**

- (a) An apprentice's wage will be scheduled by the Company to average no less than 60% of position four (4) of the wage scale for the trade during the term of the apprenticeship. The actual wage scale and progression will be detailed in each indenture and approved by the State.

Candidates may receive credit for related work experience. Credit for previous schooling or work experience may be evaluated during the probationary period and then applied.

Those awarded credit will be paid a commensurate rate of pay.

In no case will any candidate receive credit for more than one-half the total hours of his apprenticeship.

- (b) Upon completion of the apprenticeship, the apprentice will be given a Journeyman job, classification and wage rate at a plant location and on a shift to be determined by the Company. Under normal circumstances apprentices will be assigned to the plant in which they have served their apprenticeship. The opening for which an apprentice is being considered shall be treated as an upgrading within the department and the job will be posted within six (6) regularly scheduled working days on the appropriate department's bulletin board for two (2) days (48 hours) and a copy of the posting will be furnished to the Union.

Upon completion of apprenticeship, the employee shall receive the midpoint of his trade.

- (c) All hours of Company approved schooling shall be paid at straight time by the Company.
- (d) The Company shall pay his pre-approved school costs related to tuition and books.
- (e) The assignment of overtime to apprentices working with a given job classification shall only be done after all non-apprenticed employees in the given job classification in which the work is to be done have been asked.

### **Section 6**



The Company shall have the right to assign an apprentice, at Company request, to any given plant, shift, or work assignment within his trade as long as no other non-apprenticed employee already assigned to the given plant, shift or work is displaced.

The Company shall have the right to use qualified skilled personnel in the training of an apprentice.

### **Section 7 — Layoff & Recall**

During a reduction in work force in the skilled trades, apprentices in the affected department and job classification shall be the first employees removed and the last employees recalled.

Apprentices shall have both a Company seniority date in accordance with Article VIII of this Contract and also an apprenticeship seniority date which shall be based on the amount of time remaining for completion of an employee's indenture. The employee with the least amount of time remaining on his indenture and in his particular trade at his plant location shall be the most senior apprentice in that trade.

After being transferred from or laid off from an apprenticeship classification, an employee shall exercise Company seniority.

The Company shall at its discretion have the right to continue a transferred or laid off apprentice's schooling.

### **Section 8**

An employee who is released for any reason from his indenture, shall be transferred to an open job that he can satisfactorily perform or else be placed on layoff.

### **Section 9**

After graduation, apprentices will have trade seniority and Companywide seniority. Trade seniority will date back to the date they started the apprenticeship program and will apply for overtime scheduling and transfers only. This section applies only to apprentices who start their apprenticeship on or after August 1, 1995.

### **Section 10**

All apprentices will accrue a cash liability of \$2,000 per year as the cost of their apprenticeship. This liability will be waived at the rate of \$2,000 per year in return for working for the Company after the completion of their apprenticeship. Any employee who completes his/her apprenticeship, and who leaves before the liability is repaid, will be required to repay the remaining amount of

the accrued liability to the Company at the time of his/her resignation.

Employees will pay all amounts owing to the Company within 90 days following the date that the employee voluntarily terminates their employment. The employee will pay the Company 8% interest on all amounts that remain unpaid after the end of the 90-day period. In addition, the employee will pay the Company's costs and expenses, including actual attorneys' fees, of collecting any amounts payable.

Each apprentice, upon entering the program, will be required to sign a contract that provides these terms.

## **ARTICLE XII Educational Assistance Program**

### **Section 1**

The Company encourages employees to obtain additional education in their fields of endeavor to develop and prepare employees for advancement opportunities and to increase the potential value of employees to the Company.

Thus the Company will provide reimbursement for 75% of out of pocket expenses for tuition, lab fees, and book expenses (not including registration fees, transportation, etc.) to eligible employees satisfactorily completing approved courses as defined below.

(a) To be eligible for educational assistance an employee must:

(1) (a) Be a full-time employee who has six (6) months of seniority at the time of enrollment for, and completion of, the course; or

(b) Be a laid off employee who has at least six (6) months seniority at the time of enrollment for, and completion of, the course. The course(s) taken must be less than six (6) months in duration. The employee must be recalled to full time status within six (6) months of completing the course.

(2) Pay all expenses of the course prior to receiving reimbursement for such course.

- (3) Receive written approval of the specific course from the Human Resources Department in advance.
  - (4) Submit a tuition receipt and evidence that the course has been satisfactorily completed with a grade of at least "C" or its equivalent.
  - (5) If an employee's shift is changed due to a Company transfer and the employee is forced to drop the course they are currently enrolled in, they will be reimbursed for the course. The employee will make every reasonable effort to transfer their class schedule.
- (b) To be eligible for reimbursement under the Educational Assistance Program, a course of study must:
- (1) Be offered by an accredited college, university, or technical school. Correspondence courses are not eligible for tuition reimbursement, unless the Company decides to make an exception.
  - (2) Contribute to the performance of the employee's present or probable future job within the Company.
  - (3) Require class attendance on the employee's time.

The Human Resources Department, or its designee, shall determine the appropriateness of the course or courses to be taken and approve or disapprove the course for educational assistance. Should the Company deny an employee's request for a course, the employee shall have the right to request an immediate meeting between the Union and the Company to resolve the issue.

Upon satisfactory completion of the course, the employee shall present his grade report and educational expense receipts to the Human Resources Department which will request appropriate and prompt reimbursement.

## **Section 2**

- (a) When the Company requires employees to attend or take part in training to maintain skill levels in their current classifications and labor grade, pay for all hours spent in class will be in accordance with the Contract. Employees who go to school Monday through Friday from a department that is on a nine (9) hour schedule will not lose the ninth hour for pay purposes. The Company will attempt to make the training available to all shifts by seniority. The Union will be notified in advance of scheduled schooling and those in attendance.

When the Company schedules voluntary training opportunities for employees to expand their skills in their current classification and labor grade, they will receive pay to a maximum of eight (8) hours per day based on their straight time average, including shift premium, for the week prior to the week in which the training occurs.

Employees who are not in the affected classification and labor grade may request to attend such training in order to qualify themselves for advancement, provided unslotted openings are available, without pay.

- (b) The Company may at times schedule non-paid general knowledge courses to provide technical training for employees to advance themselves. Examples: Blueprint reading, use of the micrometer, statistical process control.
- (c) It is understood that new knowledge being introduced into the shop because of new technology may initially be scheduled under paragraph (a) above, but that eventually such knowledge will become a prerequisite for employees desiring to enter a classification for the first time and that the employee has the obligation at that time to obtain said knowledge on his own, in many cases through use of the Educational Assistance Program.

## **ARTICLE XIII**

### **General**

#### **Section 1**

The Company agrees to allow the Union the use of a sufficient number of bulletin boards. The Union agrees to submit the notices to the Human Resources Department prior to posting and to restrict such notices to:

- (1) Notices of Union recreational and social activities;
- (2) Notices of Union elections;
- (3) Notices of Union appointments and results of elections;
- (4) Notices of Union meetings;
- (5) Notices of Union business.

#### **Section 2**

The Company agrees to notify the Union of all individual wage adjustments and transfers of employees who are subject to the terms of this agreement.

### **Section 3**

The Union recognizes that the Company retains the traditional rights to manage its business and to direct, plan and control plant operations and the working forces. These unilateral management rights include, but are not limited to, the right to determine products to be manufactured or serviced; to introduce, discontinue, or transfer a product or operations or any portions thereof including the sole right to determine when and where such product and operations shall be introduced, discontinued or transferred; to determine, and adjust or modify its operations, methods, processes, facilities, equipment, and materials to be used in connection with manufacture or maintenance.

The Company retains the right to subcontract work subject only to the following:

**Skilled Trade Maintenance Work** — Applicable skilled trades employees of the Company will be utilized for production demand work if they can satisfactorily perform a given job with the readily available equipment in a timely manner.

Subcontractors will be utilized for new construction, rebuilding, replacement or modification of existing machines and facilities and to meet production demands.

When it is necessary to utilize subcontractors for production demands, the Company will assign overtime as stated in Article VI, Section 9, Overtime (1) General (d) as a means of minimizing the use of subcontractors.

To meet production demands, the Company will be allowed to use subcontractors on a temporary basis for reasons such as to fill in for employees on vacation, leave of absence, quit, or until they can hire, without being obligated to assign weekend overtime.

**Skilled Tool Room Work** — For maintenance and repair of dies (this does not include making replacement parts), applicable skilled trades employees of the Company will be utilized if they can satisfactorily perform a given job in the space available with the readily available equipment in a timely manner. The Company will assign overtime as stated in Article VI, Section 9 — Overtime, (1) General (d) as a means of minimizing the

use of outside contractors. If the Company outsources dies for maintenance or repair because of timeliness, the fact that dies are on the outside does not obligate the Company to assign overtime.

While the Company retains the traditional right to subcontract as outlined above, the Company agrees to limit its rights as follows: No in-plant subcontracting of traditional bargaining unit work will be performed when employees and equipment are available, except for skilled trades maintenance work as outlined above, janitorial services with the exception of Burleigh Plant shop floor areas, and engineering field testing.

#### **Section 4**

The Union agrees that in the event of a work holiday, strike, work stoppage or other concerted production interference, a minimum number of firemen and other plant protection employees shall continue in their regular duties of firing and plant protection without interruption or interference. This clause shall not be effective in the event that the Company should endeavor to carry on production operations during such period.

#### **Section 5**

LIFE, HEALTH, AND ACCIDENT. During the term of this agreement, the Company agrees to provide a Group Insurance Plan that includes medical, dental, vision, life insurance, accidental death insurance, accident & sickness (disability) coverage, and wellness coverage.

#### **Section 6**

Facilitators and other managerial employees of the Company may instruct but shall not normally perform work ordinarily done by members of the bargaining unit.

It is hereby agreed between the Union and the Company that in the event of complaints regarding managerial personnel, the Company and the Union will meet and review such complaints and, if necessary, remedial action will be taken by the Company.

#### **Section 7**

The Company agrees to furnish to the Union all address changes.

#### **Section 8**

In the event it becomes necessary to call in employees for emergency work, they shall be paid one (1) hour for coming to the

plant and one (1) hour for returning home following the call, or one (1) hour if the employee does not return home and continues to work his regular shift hours. All such time is to be paid on an overtime basis regardless of the number of hours the employee works on his regular shift.

The above applies only in case of emergency, and does not apply to work done by an employee outside of his regular hours, such work and hours having been pre-arranged and the employee having been so notified.

#### **Section 9**

The Company will make metric tools available for employee use, where necessary during the life of this contract.

#### **Section 10**

The Company will assign the Plant Grievance Representative a room in which to conduct Union business.

#### **Section 11**

Upon request, the Company will furnish the Union, for its own use, with a reasonable number of Contract books, pension and insurance booklets at no cost.

#### **Section 12**

All employees will be paid through direct deposit to a financial institution of their choice.

Employees will be paid on a bi-weekly basis.

#### **Section 13**

- (a) The Distribution Center may use temporary help to meet business demands requiring seasonal employment and vacations of active Distribution Center employees during the season. Temporary help will not be more than 10% of the active Distribution Center bargaining unit employees in March, 20% from April through Labor Day, and 10% from Labor Day through October. Should the season begin early or run later than the Company and Union anticipate, the parties will promptly meet to adjust the schedule.
- (b) With prior written notice to the union including the reason for the need, number of temporary workers anticipated, and expected length of time, the Distribution Center may also use temporary help to fill employment needs when the Company is hiring employees, for spikes in production caused by

events, special projects, or to fill in for a scheduled or unscheduled absence. Such temporary help will not be retained beyond 120 days from the assignment of the first temporary worker after the triggering event. Each triggering event shall be measured independently.

Temporary workers will not be paid more than existing employees performing the same work.

If the Company hires a temporary worker, the probationary period shall be waived once the total time as a temporary and regular employee equals 90 consecutive days. The requirement of consecutive days will be waived provided the break between temporary employment and regular employment does not exceed 30 days and the regular job is the same position they held for at least 90 days as a temporary worker.

Temporary workers will not be utilized if employees are on involuntary layoff who are physically capable of performing the work.

#### **Section 14**

With prior written notice to the union including the reason for the need, number of temporary workers anticipated, and expected length of time, departments other than the Distribution Center may use temporary help to fill employment needs when the Company is hiring employees, for special projects, for spikes in production caused by events, capacity issues at other Company locations, or to fill in for a scheduled or unscheduled absence.

Temporary workers will not be utilized if employees are on involuntary layoff who are physically capable of performing the work and are immediately able to perform the available work.

Temporary help will not be retained beyond 120 days from the assignment of the first temporary worker after the triggering event. Each triggering event shall be measured independently.

If the Company hires a temporary worker, the probationary period shall be waived once the total time as a temporary and regular employee equals 90 consecutive days. The requirement of consecutive days will be waived provided the break between temporary employment and regular employment does not exceed 30 days and the regular job is the same position they held for at least 90 days as a temporary worker.

#### **Section 15**



Should the Company bring in products not currently manufactured in Milwaukee, it shall have the right to use temporary workers for seasonal demand for such products. After normal production is established, non-seasonal positions will be staffed with full-time employees. The Company shall notify the Union when it utilizes temporary workers for such products. Temporary workers will not be utilized if employees are on involuntary layoff who are physically capable of performing the work and are immediately able to perform the available work.

#### **Section 16**

The Company continues to have the right to implement employee involvement, quality and/or productivity improvement programs. Any new pay-based incentive program must be mutually agreed to between the Company and the Union.

#### **Section 17 — Division Specific Contract Language Changes**

To maximize productivity and quality, and to improve the quality of work life for our employees, each general manager and the full Union Bargaining Committee can agree to mid-contract language changes for their division. The changes can be permanent or experimental as determined by the general manager and the full Union Bargaining Committee. All agreed upon changes, however, will be in effect for six (6) months unless both parties agree to end it earlier or extend it. Other than wage rates, insurance, pension, holidays, or vacation, all other changes, even if they impact or affect these sections, shall be permitted. Union representatives will be paid their straight time wage for time spent in these meetings.

## **ARTICLE XIV Termination**

#### **Section 1**

This agreement shall be in full force and effect from October 30, 2013, to and including July 31, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate this agreement is served by either party upon the other at least sixty (60) days prior to the expiration or an automatic renewal.

If such notice is so served, then this agreement shall terminate upon its expiration date or upon the ending of the automatic annual period involved, as the case may be.

## **Section 2**

When no such termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in the agreement, either party may serve upon the other a notice at least sixty (60) days prior to July 31, 2017, or July 31st of any subsequent contract year, advising that such party desires to continue this agreement but also desires to revise or change terms or conditions of such agreement. Such notice shall specify the respects in which change is desired.

## **Section 3**

The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

## **Section 4**

Either party may, upon giving notice in writing to the other at least sixty (60) days prior to July 31, 2017, and/or July 31st of any subsequent year, reopen the contract with respect to all matters pertaining to wages. The respective parties shall be permitted all lawful economic recourse to support their request for wage revisions if the parties fail to agree thereto.

In the event the parties cannot agree upon the requested increase or adjustments, the Union shall have the right to strike in support of its demands with respect to each such reopening.

Executed at Milwaukee, Wisconsin this 30th day of October, 2013.

**BRIGGS & STRATTON CORPORATION**

By: (Signed) Jeffrey G. Mahloch  
(Signed) Kenneth G. Dellemann  
(Signed) Scott P. Langelin  
(Signed) Teri A. Zielski

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION, (AFL-CIO,  
CLC)**

**on behalf of its Local 2-232**

By: (Signed) Leo W. Gerard, International President  
(Signed) Stanley W. Johnson, International  
Secretary-Treasurer  
(Signed) Tom Conway, Int'l Vice President – Administration  
(Signed) Fred Redmond, Int'l Vice President – Human  
Affairs  
(Signed) Michael Bolton, Director, District 2  
(Signed) Breahn Quigley-Knackert, Staff Representative

**Local 2-232 Bargaining Committee**

(Signed) Jesse Edwards  
(Signed) Eric McCrory  
(Signed) Stanley Quezaire  
(Signed) Erica Jackson  
(Signed) Gloria Smith

**MEMORANDUM OF AGREEMENT**

The Company and the Union agree to work mutually to solve problems caused by bumps occurring when either Article VIII, Sec. 6 (c) or Article VIII, Sec. 6 (e) of the Contract is invoked.

## **GROUP INSURANCE PLAN Summary of Benefits**

### **Section 1**

The purpose of this summary is to present a simple explanation for everyday use. For more detailed information, please refer to your benefits booklets or contact the Employee Benefits Department.

The complete terms of your benefits are set forth in master policies/plan descriptions issued by the current carrier(s). In case of any conflict between this summary and such policies and descriptions, the provisions of the policies will control. The terms for the pricing of medical services under the Company contract with the designated carrier/preferred provider program are incorporated herein by reference.

Effective January 1, 2014, hourly employee benefits for medical, dental, vision, life insurance and accidental death will be the same program as provided to salaried employees in the Milwaukee, WI campus with the same employee cost-sharing as salaried employees; eligibility and coverage effective dates will also be the same. Effective with the date of this agreement, the incentive-based wellness program will be the same as provided to salaried employees in the Milwaukee, WI campus. Any changes that the Company makes to salaried employee program benefits or employee cost-sharing, whether in response to changes in applicable law or for any other reason, will be effective at the same time as for salaried employees. If the premiums in any year trigger excise taxes as established under provisions of the PPACA, the Company, the USW and representatives from Local 2-232 will meet and discuss changes, such as, but not limited to, copay, out of pocket, and deductible levels necessary to offset the difference between the annual premium increase and the PPACA excise tax, as the case may be. If after two (2) weeks, the parties fail to reach agreement on the appropriate approach, the Company shall have the right to implement changes.

### **Section 2**

#### **LIFE AND ACCIDENTAL DEATH INSURANCE —**

**For employees only**

**(After 60 days of seniority)**

**Basic**  
**Basic      Accidental Death and**  
**Principal Amount Dismemberment**

**Effective**

January 1, 2012 through December 31, 2013  
 \$33,000                      \$33,000

Effective January 1, 2014, the benefit will be 2x Annualized Base Pay (base hourly rate at September 1 times 2080 hours). Amount is updated every January 1 using base hourly rate as of the prior September 1.

Supplemental options for additional amounts of Life and AD&D, both of the employee and dependent type, will be available at the employee's cost.

**Section 3****WEEKLY DISABILITY BENEFIT —**

**For employees only**  
**(After 6 months seniority)**

(a) <b>Effective Date</b>	<b>Amount</b>
10-21-10	\$365

(b) To be entitled to benefits, an employee must be totally disabled from performing work. For employees with less than 5 years of seniority, maximum period of benefits for a continuous disability is 13 weeks. For employees with 5 or more years of seniority, the maximum period is 26 weeks. (Employees who continue to be disabled after 26 weeks may qualify for social security disability income (SSI), and should contact Social Security Administration.)

Should an employee be capable of performing work, but with restrictions, he will be required to report for reinstatement. If work compatible with such restrictions is unavailable at the time, the employee will be laid off with limitations and should immediately file a claim for Unemployment Compensation. Should Unemployment Compensation deny the claim solely because of its "15% of labor market" rule, the employee will then be considered totally disabled from work.

Through December 31, 2013, benefits are payable beginning with the 1st day of disability due to an accident, and beginning with the 8th day of disability due to disease. However, benefits

are payable beginning with the 1st day on which you are confined in a hospital for a period of at least 24 hours.

Effective January 1, 2014, benefits will be payable beginning with the 8<sup>th</sup> day of any disability.

No disability is payable for any day for which an employee receives Holiday Pay or Unemployment Compensation.

#### **Section 4**

#### **MEDICAL BENEFITS through December 31, 2013 — Employees hired after 8/1/06 will be eligible for only the lowest cost option available.**

#### **For employees and dependents (After 60 days of seniority)**

There are two (2) programs of Medical Benefits available – a standard PPO and a Consumer Directed/High-Deductible (HDP) PPO. Either of the 2 program categories may have more than 1 plan option.

- (a) Standard PPO (Preferred Provider Organization) - A PPO plan provides both medical and preventive health care coverage, but provides higher benefits if services are obtained from the physicians, hospitals and other providers participating in the designated PPO network.
- (b) The High-Deductible PPO Plan provides both medical and preventive health care coverage, but provides higher benefits if services are obtained from the physicians, hospitals and other providers participating in the designated PPO network.  
NOTE: The Deductibles and Coinsurance limits may change in response to federal requirements for the plan's eligibility to be Health Savings Account (HSA) qualified.
- (c) See Appendix 1 for Plan Benefits

Under all medical prescription plans, the prescription drug plan administrator will define the prescription drug category referred to as "Tier levels".

- (d) The following provisions apply both to all Medical Programs and their options.
  - (1) Working Spouse Rule - This provides that in order for a working spouse to be covered as a dependent of an employee under any of the medical plans, that spouse

must enroll in available coverage through his or her own employer. The spouse does not need to enroll in family coverage at the other employer, only single coverage. The working spouse rule requirement will be waived only if the spouse's employer contributes nothing toward the cost of healthcare coverage.

- (2) Obesity related treatment is as follows:
- (a) Charges relating to gastrointestinal surgery for obesity, including bariatric surgery, gastric stapling, banding or similar procedures and complications resulting from any such surgery or procedures will no longer be covered. This exclusion shall become effective January 1, 2007 and shall apply to any complications arising on or after such date, even if the surgery or procedure was performed prior to such date.
  - (b) Charges for services provided by the Children's Hospital of Wisconsin under its "NEW Kids" Childhood Obesity Program will be covered for children under age 18.
- (3) The following services must be pre-approved by the designated utilization review (UR) agency in order to be considered for payment.
- (a) All inpatient hospital admissions (emergencies within 24 hours of admission), except childbirth.
  - (b) All surgeries (emergencies within 24 hours of the surgical procedures).
  - (c) All home health care services.
  - (d) Certain durable medical equipment/prosthetics and custom-made orthotics/braces.
- The employee must ensure that he or his doctor contacts the UR agency in advance of treatment, except as otherwise specified above.
- (4) Charges resulting from the non-emergency use of the emergency room will be payable at 50% after the applicable deductible and/or co-payments are applied.
- (5) Covered expenses include the reasonable and customary charge for semi-private hospital room and board and other necessary hospital services, surgical procedures,

obstetrical services, physicians' and nurses' fees, x-ray and radioactive therapy, physical therapy, diagnostic x-ray and lab fees, ambulance service, prosthetic devices, and other services and supplies.

- (6) For employees hired and subsequently covered under the Medical Plans after 2-1-98, the maximum benefits payable by the plan for pre-existing conditions will be limited to \$4,000 for the first 12 months following the initial enrollment date. For late enrollees, maximum benefits for pre-existing conditions will be limited to \$4000 for the first 12 months following the late enrollment date and to \$4000 for the next 6 months thereafter. Time satisfied under prior creditable coverage will be counted toward the waiting period for a pre-existing condition, unless there was a 63-day or more break in coverage. Effective January 1, 2011, pre-existing condition limitations will no longer apply to children under age 19.
- (7) Continuation of coverage provisions are as prescribed by law.
- (8) The benefits of the medical plans will be coordinated with those available under other plans. The Normal Benefits payable under this plan (what this plan would pay in the absence of other coverage) is the maximum allowable expense.

(e) Wellness Initiatives:

A joint Union/Management Health Education Committee will be established to promote the adoption of healthy lifestyles within the workforce, provide education on the appropriate and effective use of medical services and to permit a forum for discussion of health care topics of mutual concern.

- (f) For a detailed listing of covered medical charges, see your Plan of Benefits booklet or contact the Employee Benefits Department.

(g) SUBROGATION OF BENEFITS

This provision allows the Plan (or its administrator) to recover medical and disability payments it has made for injuries caused by a third party. Recovery is made from a lien to any damages collected through the third party, but only to the extent of benefits payable by the Plan.



**Section 5****DENTAL EXPENSE BENEFITS through December 31, 2013 —****For Employees and Dependents  
(After 6 Months of Seniority)**

There are two (2) programs of dental benefits available – a basic plan and a preferred plan. The Company will contribute the full cost of coverage for the basic plan. The Company will contribute the same dollar contribution for both the basic and preferred plans. The employee will pay the cost difference between the preferred premium and the Company contribution.

<b>Plan Features</b>	<b>Basic Dental PPO</b>	<b>Preferred Dental PPO</b>
Deductible	\$25 Individual \$75 Family	\$25 Individual \$75 Family
Maximum Benefit	\$1,250 per year	\$1,500 per year
Orthodontic Lifetime Maximum Benefit	Plan pays up to \$1,300	Plan pays up to \$1,500
Preventive and Diagnostic (Six month check-up; some x-rays covered every three (3) years)	80%, no deductible	100%, no deductible
Basic Restorative	50% after deductible	80% after deductible
Major Restorative	50% after deductible	50% after deductible
Orthodontics (Braces)	Covered for children up to age 19 at 50% after deductible	Covered for children and adults at 50% after deductible up to plan limits
Children Age	26	26

Limits		
--------	--	--

- (a) The Dental PPO plan, currently administered by Delta Dental, provides network discounts when using their preferred network of dentists. Should the plan administrator change, the Company will make its best effort with any subsequent carrier to provide for the same level of benefits.
- (b) The same conditions as listed in Section 4 (d)(7) and 4 (d)(8) with reference to the medical plans and Section 4 (d)(1) (Working Spouse Rule) will also apply to all dental plans.

**Section 6**

**Additional Health Benefits Insurance Information**

(a)The medical plans premium rates will be weighted year-by-year by applying the most current actuarial norms and standards. For employees choosing any medical plan option, the Company will contribute to the full premium cost at the following monthly percentages, but not beyond \$12,000 annually (\$1,000 monthly) for single medical coverage or \$24,000 annually (\$2,000 monthly) for the medical coverage of an employee plus dependent(s).

Effective Date	Low Cost Plan	High Cost Plan
1-1-13	75%	70%

(b) Any excess premium cost for the Medical and/or Dental Plan selected will be payable by the employee, if actively working, through payroll deduction from each payroll check. If the employee is not actively working, but is still eligible for coverage, any such employee contribution will accumulate in the payroll system to be deducted from future payroll checks through an arrears process. The maximum amount to be deducted from future single payroll checks is an amount that is up to twice the regular paycheck contribution. As an example, should the employee have a regular deduction of \$50 for his/her healthcare contributions and the employee misses two (2) payroll checks (\$100 in arrears), the employee will have \$100 deducted from each of the next two (2) payroll checks. As of the third payroll check, the deduction will return to \$50.

Should the employee be out more than four (4) weeks, the unpaid contribution will be direct billed by a designated third

party. Employees will be required to issue payment to the third party within twenty-eight (28) days of receipt of the billing. If the employee fails to make payment, their health benefits may be cancelled and the employee will need to wait until the next open enrollment period to enroll in benefits.

Employee premium contributions paid through payroll deduction during a calendar year will be taken on a pre-tax basis subject to the requirements of Section 125 of the IRS code and any related regulations. Participation in any of the healthcare options must be selected during the preceding open enrollment.

## Section 7

### VISION CARE BENEFITS through December 31, 2013 —

#### For Employees and Dependents (After 6 Months of Seniority)

There are two (2) programs of vision benefits available. The Company will contribute the full cost of coverage for the basic plan. The Company will contribute the same dollar contribution for both the basic and preferred plans. The employee will pay the cost difference between the preferred premium and the Company contribution. Below is a summary of the current benefit offerings:

Plan Features	Basic Vision Plan	Preferred Vision Plan
Deductible	None	None
Eye Exams Once per 12 months	In-Network: 100% per exam Out-of-Network: \$30 per exam	In-Network: 100% Out-of-Network: \$35 per exam
Eyeglasses	In-Network: Up to \$50, then 20% off balance  Out-of-Network: Up to \$50	In-Network: Up to \$130, then 20% off out-of-pocket costs, such as frames; lenses are paid in full  Out-of-Network: Up to \$65
Contact Lenses	In-Network: Up to \$50, then 15% off balance Out-of-Network: Up to \$50	In-Network: Up to \$150, then 15% off balance Out-of-Network: Up to \$96

Frequency	Either eyeglass lenses or contacts covered every 24 months; frames covered every 24 months	Either eyeglass lenses or contacts covered every 12 months; frames covered every 24 months
Corrective Surgery	In-Network: 15% off retail or 5% off promotional Out-of-Network: Not covered	

**Section 8****HEALTH BENEFITS FOR RETIREES**

- (a) For employees hired after 1-1-02, there will be no Company payment toward the cost of health benefits (medical, dental and vision) coverage upon retirement of any type.
- (b) Retiring employees hired before 1-1-02 with at least 30 years of service shall be eligible for the same health benefits as retiring Milwaukee-based salaried employees, with the same cost-sharing for the lesser of 5 years, or the attainment of age 65.
- (c) With respect to employees retiring after 1-1-92, and their dependents, the Company will not provide any reimbursement for Part B premium of Medicare.

**RETIREMENT PLAN****Summary of Benefits**

The following summary outlines benefits available. For more detailed information, please refer to your Retirement Plan Booklet or call the Retirement Benefits Administrator, phone (866) 417-5663.

The Plan consists of a legal document and trust agreement. In case of any conflict between this summary and the Plan, the terms of the Plan will control. During the term of this agreement, the Company reserves the unilateral right to amend, terminate and administer the Plan in accordance with applicable law.

**ELIGIBILITY FOR BENEFITS**

- I. You may retire under the Briggs & Stratton Retirement Plan with full pension benefits if —
  - You are at least 65 years old and have at least 5 years of service,
  - You have 30 years of service,
  - OR —
  - You have 10 years of service and are totally and permanently disabled.
- II. You may retire early with reduced benefits if —

You are at least 55 years old and have 10 years of service.

- III. You are entitled to a vested annuity at age 65 if you terminate employment after 5 years of service. A reduced annuity is available as early as age 55 with 10 or more years' service.
- IV. Employees hired on or after 8-1-06 are not eligible for Retirement Plan benefits.

### **FULL PENSION BENEFITS**

The amount of your monthly pension is based on your final average monthly earnings, including profit sharing payments (described below), and your Credited Service.

The amount is based on 1.05% of your final average monthly earnings during the highest 5 of your last 10 completed calendar years of service, times your years of credited service through December 31, 2013 and is subject to the following minimums:

<b>Effective -</b>	<b>Minimum Pension Per Month Per Year of Credited Service</b>
August 1, 2012	\$35

### **EXAMPLES**

These examples show how the formula works based on single life pensions with no benefits provided for survivors:

- I. Employee's final average monthly earnings: \$2,500
- Employee's years of Credited Service 30
- 1.05% of \$2,500 = \$26.25

If he retires, he receives the \$35.00 (8-01-2012) minimum for each year of Credited Service (since this is more than the \$26.25 provided by the 1.05% formula).

If he retires on or after 8-01-2012, then he receives \$35.00 x 30 years = \$1,050 monthly for life.

II. Employee's final average monthly earnings:	\$3,500
Employee's years of Credited Service	30
1.05% of \$3,500 =	\$36.75

If he retires, he receives  $\$36.75 \times 30 \text{ years} = \$1,102.50$  monthly for life (since this exceeds the minimum of \$35.00 per year of service).

### **REDUCED BENEFITS FOR EARLY RETIREMENT**

If an employee retires after attaining age 55, but before age 60, his pension benefits will be reduced to the actuarial equivalent of the benefit payable at age 65.

If an employee retires on or after age 60, full pension benefits computed as shown above will be reduced by 4% per year (pro-rated to the number of months) from the date on which he reaches age 65 or attains 30 years of service, whichever is earlier.

Examples below show percentage reductions from full pension benefits for retirement on or after age 60:

#### **Employees who will reach age 65 before 30 years of service**

<b>Retirement at</b>	<b>Reduction</b>
Age 64	4%
Age 63	8%
Age 62	12%
Age 61	16%
Age 60	20%

#### **Employees who will reach 30 years of service before age 65**

<b>Retirement at Age 60</b>	
<b>with service of —</b>	<b>Reduction</b>
29 Years	4%
28 Years	8%
27 Years	12%
26 Years	16%

<b>Retirement at Age 62</b>	
<b>with service of —</b>	<b>Reduction</b>
29 Years	4%
28 Years	8%

## **SERVICE AND EARNINGS USED IN DETERMINING PENSION BENEFITS**

### **SERVICE**

**Service** is used to determine eligibility for a pension. It consists of an employee's last period of continuous employment up to December 31, 1975, plus each calendar year in which he has at least 1,000 hours of employment beginning with 1976 and ending with the earlier of December 31, 2013, or the year in which the employee's normal retirement date occurs.

An employee with service before and after January 1, 1976, and who has between 9-10, 14-15, 19-20 or 29-30 years of service at the beginning of a calendar year before December 31, 2013, will receive credit for another year of service when he completes 1,000 hours of employment during that calendar year.

### **CREDITED SERVICE**

**Credited Service** is used to determine the amount of pension. Credited Service prior to December 31, 1975 consists of the last period of continuous employment up to that date. After January 1, 1976, a participant receives one year of Credited Service for each calendar year beginning with 1976 and ending no later than December 31, 2013, in which he has at least 2,000 hours of employment and a prorated portion of a year for fewer than 2,000 hours of employment. Credited Service shall accrue for employment after his normal retirement date but not later than December 31, 2013.

### **HOURS OF EMPLOYMENT**

**Hours of Employment** means all hours for which an employee is compensated prior to January 1, 2014 including overtime hours (but no premium hours), vacation hours, plus periods of leave of absence for military service, disability, Union activity or layoffs, if the employee returns within the period authorized by such leave or layoff. Periods on strike or personal leaves of absence will not count as hours of employment.

### **FINAL AVERAGE MONTHLY EARNINGS**

All wages including overtime at straight time rates paid to an employee during the period considered as Service are considered as earnings under the Plan. Final average monthly earnings are determined from the highest-paid five calendar years within the last 10 completed calendar years of considered service but no later than December 31, 2013. When an employee is



compensated for less than a calendar year, his compensation shall be annualized.

### **SURVIVOR BENEFITS**

You may elect a lifetime monthly pension computed as shown on the previous page or you may elect certain survivor options which provide a reduced pension during your lifetime, so that payments may continue to your spouse or to other beneficiaries after your death.

Also, as an active employee who has met the requirements for regular or early retirement, you may elect certain survivor options which would provide a pension to your spouse or to the other beneficiaries if you die while actively employed.

These benefits will be explained in detail prior to your retirement. Active employees will be contacted about these benefits about 6 months prior to their eligibility for them and given a full explanation.

The coverage charge for the survivorship benefit is eliminated effective January 1, 2006.

If you desire more information at any time consult your Retirement Plan Booklet or call the Retirement Benefits Administrator.

### **401(K) Retirement Savings & Investment Plan**

Eligible employees will be allowed to contribute on a tax-deferred basis up to 75% of their wages, subject to any government maximums on amounts contributed.

Plan expenses related to individual accounts may be charged to each employee account.

The Company will make a matching contribution of 100% up to the first 2% of eligible employee wages contributed, and 50% of the next 4% of eligible employee wages contributed.

In all cases the terms set forth in the 401(k) plan document will control over this summary.

New employees will be automatically enrolled at a 3% pre-tax contribution of pay level unless they decline to participate or elect a different contribution level using the on-line 401(k) enrollment system. Contributions will automatically increase 1% each year until the contribution is 9% unless the employee opts out of the automatic increase or elects a different contribution level using the on-line 401(k) enrollment system.

### **Letter of Intent**

It is the intent of the Company that during the term of this agreement, if the vacation schedule of the non-exempt and exempt salaried work force would be upgraded beyond that of the hourly work force, that hourly employees would also be beneficiaries.

### **Letter of Intent**

All employees with a seniority date of 12-31-79 or prior, retiring on or after 8-1-06 will be provided a lump sum pension payment of \$25,000 upon retirement. The lump sum amount will be included in the calculation of the monthly pension benefit. To be eligible for this supplemental benefit, the application for retirement under this letter of intent must be received at least four (4) months in advance of the effective date of retirement, provided however, that the four (4) month requirement will be waived if the Company has found a suitable replacement for the employee's job before the four (4) month period expires. Normal provisions of the Retirement Plan will otherwise apply.

### **Letter of Intent**

The Company shall provide the same medical coverage at the same employee contribution level depending on the option selected, as is provided to active employees to persons (limited to 3 in total) who leave the Company's employ to take extended leave for the purpose of holding a full time position with the Local Union (USW Local 2-232).

### **Letter of Intent**

All Department 765 employees who were on a grandfathered rate when performing former piecework operations will continue to be grandfathered in their group average rate for the duration of their employment for purposes of pay raises in future years. In the event a grandfathered pieceworker voluntarily vacates the grandfathered job, he will no longer be eligible for the grandfathered rate.

### **Letter of Intent**

Job preference applies only to employees who have job preference as of July 31, 2013. Employees who did not have job preference as of July 31, 2013 will not become eligible for job preference. Job preference ends on January 1, 2017. Until that date, job preference language from the 2010 to 2013 Agreement will apply to those employees who were eligible for job preference as of July 31, 2013.

Prior to January 1, 2017, the Company and union will meet to address all areas of the collective bargaining agreement which may be affected by the removal of such language, including but not limited to initial job placement based on seniority and rotation.

### **Letter of Intent**

The Company and Union will meet within one week of ratification to schedule dates to discuss replacing the Economic Value Added Incentive Compensation Plan with other incentive compensation systems. Such new systems could include Productivity based plans, or EVA based plans. The new systems will be specifically designed to increase productivity and payout a financial incentive to employees.

### **Letter of Intent**

Production workers who had their pay rate increased as a result of Arbitrator McAlpin's award, will have their current rate frozen until general wage increases to the Production Worker wage scale meet or exceed their frozen rate. Then their pay will be adjusted to and follow the wage scale. Such employees will not receive any general wage increase to their current frozen rate that would put them beyond the wage scale.

Appendix 1

2013 Milwaukee Hourly Medical Benefits				
High-Deductible PPO Plan (HDHP)		Standard PPO Plan		
In-Network	Out-of-Network	In-Network	Out-of-Network	Out-of-Network
Humana Preferred (BHCG)				
<b>Provider Network</b>				
<b>Annual Deductible</b>	\$2,500 Individual \$5,000 Family	\$6,000 Individual \$12,000 Family	\$500 Individual \$1,000 Family	\$1,000 Individual \$2,000 Family
<b>Annual out-of-pocket maximum</b>	\$5,500 Individual \$11,000 Family	\$11,000 Individual \$22,000 Family	\$5,500 Individual \$11,000 Family	\$11,000 Individual \$22,000 Family
<b>Annual Maximum Benefit</b>	\$2.0 Million		\$2.0 Million	
<b>Lifetime Maximum Benefit</b>	Unlimited			Unlimited
<b>Medical, Member Pays</b>				
<b>Co-Insurance</b>	5%	40%	20%	40%
<b>Preventive Care</b>	Covered at 100%	Not covered	Covered at 100%	Not covered
<b>Office Visits</b>	After deductible, 5%	After deductible, 40%	20%, no deductible	After deductible, 40%
<b>Hospitalization</b>	After deductible, 5%	After deductible, 40%	After deductible, 20%	After deductible, 40%
<b>Emergency Room</b>	After deductible, 5%	After deductible, 40%	\$150 copay (waived if admitted), then after deductible, 20%	\$150 copay (waived if admitted), then after deductible, 20%
<b>Prescription, Member Pays</b>				
	Retail Network (30-day supply)	Mail-order or Retail (90-day supply)	Retail Network (30-day supply)	Mail-order or Retail (90-day supply)
	Preventive RX & Smoking Cessation products will not apply to the deductible			
<b>Tier 1 (low-cost generics &amp; brand names)</b>	After deductible, 20%	After deductible, 10%	No deductible, 20%	No deductible, 10%
<b>Tier 2 (high-cost generics &amp; brand names)</b>	After deductible, 30%	After deductible, 20%	No deductible, 30%	No deductible, 20%
<b>Tier 3 (higher cost, mostly brand names)</b>	After deductible, 40%	After deductible, 30%	No deductible, 40%	No deductible, 30%
<b>Tier 4 (high-technology drugs)</b>	After deductible, 25% up to \$100 per prescription per month	After deductible, 25% up to \$100 per prescription per month	No deductible, 25% up to \$100 per prescription per month	No deductible, 25% up to \$100 per prescription per month
<b>Smoking Cessation</b>	Employees and dependents participating in our medical coverage are eligible for an enhanced smoking cessation benefit. Certain prescription (and prescribed over-the-counter) cessation aids are covered at 100% under our medical plans.			

**DAYWORK RATES  
EFFECTIVE AUGUST 1, 2013**

<b>Labor Grade</b>	<b>Pos. 7</b>	<b>Pos. 6</b>	<b>Pos. 5</b>	<b>Pos. 4</b>	<b>Pos. 3</b>	<b>Pos. 2</b>	<b>Pos. 1</b>
<b>1</b>	31.67	30.94	30.55	30.03	27.38	25.82	24.29
<b>2</b>	31.05	30.56	30.03	29.49	26.97	25.45	23.90
<b>3</b>	30.56	30.12	29.49	28.93	26.58	25.05	23.53
<b>4</b>	30.12	29.49	28.93	28.57	26.20	24.67	23.14
<b>5</b>	29.74	28.93	28.55	28.17	25.82	24.29	22.74
<b>6</b>	28.93	28.57	28.05	27.51	25.45	23.90	22.36
<b>7</b>	28.57	28.05	27.51	27.16	25.05	23.53	21.97
<b>8S</b>	28.17	27.51	27.16	26.69	24.67	23.14	21.58
<b>8N</b>	23.80	23.13	22.76	22.30	20.35	18.85	17.32
<b>9S</b>	27.54	27.16	26.69	26.12	24.29	22.74	21.22
<b>9N</b>	23.14	22.76	22.30	21.77	19.97	18.46	16.96
<b>10</b>	22.76	22.30	21.72	21.34	19.61	18.08	16.57
<b>11</b>	22.30	21.72	21.31	20.97	19.21	17.72	16.22
<b>12</b>	21.72	21.31	20.92	20.46	18.85	17.32	15.84
<b>13</b>	21.31	20.92	20.36	20.08	18.46	16.96	15.46
<b>14</b>	20.90	20.36	19.77	19.69	18.08	16.57	15.07
<b>15</b>	20.29	19.77	19.58	19.01	17.72	16.22	14.71
<b>16</b>	19.77	19.58	18.86	18.57	17.32	15.84	14.32
<b>17</b>	19.58	18.86	18.54	18.23	16.96	15.46	13.96
<b>18</b>	18.75	18.49	17.99	17.72	16.57	15.07	13.55
<b>19</b>	18.49	17.97	17.68	17.33	15.84	14.32	12.82
<b>20</b>	17.79	17.49	17.06	16.73	15.07	13.55	12.06
<b>21</b>	17.47	17.06	16.55	16.40	14.32	12.82	11.29
<b>22</b>	16.93	16.52	16.36	16.01	13.55	12.06	10.54
<b>23A</b>	16.52	16.36	16.02	15.84	12.82	11.29	9.78
<b>23B</b>	16.52	16.36	16.02	15.46	12.82	11.29	9.78
<b>24</b>	15.87	15.59	15.24	14.85	12.06	10.54	9.05
<b>25</b>	15.51	15.23	14.71	14.52	11.29	9.78	8.29
<b>26</b>	14.86	14.66	14.49	14.18	10.54	9.05	7.91
<b>27A</b>	14.66	14.52	14.33	14.10	9.78	8.29	7.53
<b>27B</b>	14.66	14.52	14.33	13.55	9.78	8.29	7.53

ASSEMBLY 18.56  
MACHINING 18.89  
NEW HIRE 11.91

DAYWORK RATES							
EFFECTIVE AUGUST 1, 2014							
Labor Grade	Pos. 7	Pos. 6	Pos. 5	Pos. 4	Pos. 3	Pos. 2	Pos. 1
1	32.30	31.56	31.16	30.63	27.93	26.34	24.78
2	31.67	31.17	30.63	30.08	27.51	25.96	24.38
3	31.17	30.72	30.08	29.51	27.11	25.55	24.00
4	30.72	30.08	29.51	29.14	26.72	25.16	23.60
5	30.33	29.51	29.12	28.73	26.34	24.78	23.19
6	29.51	29.14	28.61	28.06	25.96	24.38	22.81
7	29.14	28.61	28.06	27.70	25.55	24.00	22.41
8S	28.73	28.06	27.70	27.22	25.16	23.60	22.01
8N	24.28	23.59	23.22	22.75	20.76	19.23	17.67
9S	28.09	27.70	27.22	26.64	24.78	23.19	21.64
9N	23.60	23.22	22.75	22.21	20.37	18.83	17.30
10	23.22	22.75	22.15	21.77	20.00	18.44	16.90
11	22.75	22.15	21.74	21.39	19.59	18.07	16.54
12	22.15	21.74	21.34	20.87	19.23	17.67	16.16
13	21.74	21.34	20.77	20.48	18.83	17.30	15.77
14	21.32	20.77	20.17	20.08	18.44	16.90	15.37
15	20.70	20.17	19.97	19.39	18.07	16.54	15.00
16	20.17	19.97	19.24	18.94	17.67	16.16	14.61
17	19.97	19.24	18.91	18.59	17.30	15.77	14.24
18	18.94	18.86	18.35	18.07	16.90	15.37	13.82
19	18.86	18.33	18.03	17.68	16.16	14.61	13.08
20	18.15	17.84	17.40	17.06	15.37	13.82	12.30
21	17.82	17.40	16.88	16.73	14.61	13.08	11.52
22	17.27	16.85	16.69	16.33	13.82	12.30	10.75
23A	16.85	16.69	16.34	16.16	13.08	11.52	9.98
23B	16.85	16.69	16.34	15.77	13.08	11.52	9.98
24	16.19	15.90	15.54	15.15	12.30	10.75	9.23
25	15.82	15.53	15.00	14.81	11.52	9.98	8.46
26	15.16	14.95	14.78	14.46	10.75	9.23	8.07
27A	14.95	14.81	14.62	14.38	9.98	8.46	7.68
27B	14.95	14.81	14.62	13.82	9.98	8.46	7.68

Assembly 18.93  
 Machining 19.27  
 New Hire 12.15

DAYWORK RATES							
EFFECTIVE AUGUST 1, 2015							
Labor Grade	Pos. 7	Pos. 6	Pos. 5	Pos. 4	Pos. 3	Pos. 2	Pos. 1
1	32.95	32.19	31.78	31.24	28.49	26.86	25.27
2	32.30	31.79	31.24	30.68	28.06	26.48	24.87
3	31.79	31.34	30.68	30.10	27.65	26.06	24.48
4	31.34	30.68	30.10	29.72	27.26	25.67	24.07
5	30.94	30.10	29.70	29.31	26.86	25.27	23.66
6	30.10	29.72	29.18	28.62	26.48	24.87	23.26
7	29.72	29.18	28.62	28.26	26.06	24.48	22.86
8S	29.31	28.62	28.26	27.77	25.67	24.07	22.45
8N	24.76	24.06	23.68	23.20	21.17	19.61	18.02
9S	28.65	28.26	27.77	27.18	25.27	23.66	22.08
9N	24.07	23.68	23.20	22.65	20.78	19.21	17.65
10	23.68	23.20	22.60	22.20	20.40	18.81	17.24
11	23.20	22.60	22.17	21.82	19.99	18.44	16.88
12	22.60	22.17	21.77	21.29	19.61	18.02	16.48
13	22.17	21.77	21.18	20.89	19.21	17.65	16.08
14	21.74	21.18	20.57	20.49	18.81	17.24	15.68
15	21.11	20.57	20.37	19.78	18.44	16.88	15.30
16	20.57	20.37	19.62	19.32	18.02	16.48	14.90
17	20.37	19.62	19.29	18.97	17.65	16.08	14.52
18	19.32	19.24	18.72	18.44	17.24	15.68	14.10
19	19.24	18.70	18.39	18.03	16.48	14.90	13.34
20	18.51	18.20	17.75	17.41	15.68	14.10	12.55
21	18.18	17.75	17.22	17.06	14.90	13.34	11.75
22	17.61	17.19	17.02	16.66	14.10	12.55	10.97
23A	17.19	17.02	16.67	16.48	13.34	11.75	10.18
23B	17.19	17.02	16.67	16.08	13.34	11.75	10.18
24	16.51	16.22	15.86	15.45	12.55	10.97	9.42
25	16.14	15.85	15.30	15.11	11.75	10.18	8.62
26	15.46	15.25	15.08	14.75	10.97	9.42	8.23
27A	15.25	15.11	14.91	14.67	10.18	8.62	7.83
27B	15.25	15.11	14.91	14.10	10.18	8.62	7.83

Assembly 19.31  
 Machining 19.65  
 New Hire 12.39

DAYWORK RATES							
EFFECTIVE AUGUST 1, 2016							
Labor Grade	Pos. 7	Pos. 6	Pos. 5	Pos. 4	Pos. 3	Pos. 2	Pos. 1
1	33.61	32.83	32.42	31.87	29.06	27.40	25.78
2	32.95	32.43	31.87	31.30	28.62	27.01	25.36
3	32.43	31.96	31.30	30.70	28.21	26.58	24.97
4	31.96	31.30	30.70	30.32	27.80	26.18	24.56
5	31.56	30.70	30.30	29.89	27.40	25.78	24.13
6	30.70	30.32	29.77	29.19	27.01	25.36	23.73
7	30.32	29.77	29.19	28.82	26.58	24.97	23.31
8S	29.89	29.19	28.82	28.32	26.18	24.56	22.90
8N	25.26	24.55	24.15	23.66	21.60	20.00	18.38
9S	29.23	28.82	28.32	27.72	25.78	24.13	22.52
9N	24.56	24.15	23.66	23.10	21.19	19.59	18.00
10	24.15	23.66	23.05	22.65	20.81	19.19	17.58
11	23.66	23.05	22.61	22.25	20.39	18.80	17.21
12	23.05	22.61	22.20	21.71	20.00	18.38	16.81
13	22.61	22.20	21.61	21.31	19.59	18.00	16.41
14	22.18	21.61	20.98	20.90	19.19	17.58	15.99
15	21.53	20.98	20.78	20.17	18.80	17.21	15.61
16	20.98	20.78	20.01	19.71	18.38	16.81	15.20
17	20.78	20.01	19.67	19.35	18.00	16.41	14.81
18	19.71	19.62	19.09	18.80	17.58	15.99	14.38
19	19.62	19.07	18.76	18.39	16.81	15.20	13.60
20	18.88	18.56	18.10	17.75	15.99	14.38	12.80
21	18.54	18.10	17.56	17.40	15.20	13.60	11.98
22	17.97	17.53	17.36	16.99	14.38	12.80	11.19
23A	17.53	17.36	17.00	16.81	13.60	11.98	10.38
23B	17.53	17.36	17.00	16.41	13.60	11.98	10.38
24	16.84	16.54	16.17	15.76	12.80	11.19	9.60
25	16.46	16.16	15.61	15.41	11.98	10.38	8.80
26	15.77	15.56	15.38	15.05	11.19	9.60	8.39
27A	15.56	15.41	15.21	14.96	10.38	8.80	7.99
27B	15.56	15.41	15.21	14.38	10.38	8.80	7.99

Assembly 19.70  
 Machining 20.05  
 New Hire 12.64



<b>Production Worker Rates</b>				
<b>Effective August 1</b>				
	<b>Hire</b>	<b>6 mo.</b>	<b>12 mo.</b>	<b>18 mo.</b>
<b>2013</b>	11.91	12.91	13.91	14.91
<b>2014</b>	12.15	13.15	14.15	15.15
<b>2015</b>	12.39	13.39	14.39	15.39
<b>2016</b>	12.64	13.64	14.64	15.64