

FINAL COMPANY OFFER
4-17-18

ARTICLE I

Recognition

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, ~~or contract workers.~~

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 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 based on any protected characteristic under applicable law, including 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 can include is a sexual attention that is unwanted.~~

ARTICLE II

Membership

Section 1

It is understood and agreed between the parties that an employee will have the right to join or refrain from joining the Union upon completion of their probationary period.

~~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.~~

~~**Section 2**~~

~~The local will receive notice of all new hires, including their job and contact information, via electronic mail within one week of hire.~~

ARTICLE III

Representation

Section 1

(h) The President of the Union and Grievance Representatives shall have access to any plant location upon prior notice and purpose of the visit given to the Plant ~~Vice President~~ Manager or designated Company Representative when circumstances make such notice possible.

Section 3

Upon request, the Company shall furnish to the Union Office the names of all Facilitators, Plant ~~Vice Presidents~~ Management and their designated alternates, and all other Company representatives with whom the Union shall deal in handling grievances or other matters. ~~The Facilitator~~ Human Resources will furnish the steward of the department ~~or line~~, an up-to-date seniority list on request.

ARTICLE IV

Grievances

Section 1

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~~ Human Resources 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~~ Human Resources or other designated Company Representative. Except in emergencies, the Grievance Representative and ~~Plant Vice President~~ Human Resources or other designated Company Representative shall not meet more often than once a day at a mutually agreeable time. ~~When settled during a grievance meeting, the resolution will be noted on the grievance form and initialed by Human Resources and the Grievance Representative.~~ 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~~ Human Resources other designated Company Representative within twenty-four (24) hours ~~upon request~~ after the discussion of the grievance has been concluded.

Section 3

- (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~~ Human Resources or other designated Company representatives, or with a steward, after such grievance has been submitted to the Grievance Representative by the steward.

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~~ Human Resources 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.

ARTICLE V

Discipline and Discharge 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. ~~An employee whose seniority entitles him to less than three (3) weeks of vacation will be allowed up to two (2) unpaid personal days per calendar year, which can be used in 4 hour increments.~~

~~These days must be scheduled with proper Company approval. Requests for time off shall follow the current vacation approval process.~~

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.

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, ~~and notify Human Resources of the situation.~~

An employee ~~who's whose~~ seniority entitles... (housekeeping)

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.

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 two (1-2)~~ hours. 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. ~~For legitimate business reasons, a split shift could be scheduled with a four (4) hour variation from the above starting times at the Distribution Center or Warehouse operations.~~

~~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 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: ...

(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 line**, and shift eighteen (18) Saturdays...

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** Plant Manager and **divisional** grievance representative according to Article XIII, Section 17, the Company shall have the right to implement the following schedule.

ARTICLE VII

Vacations

Section 2

Any vacation pay remaining at the end of the vacation year will be paid by the ~~third~~ second paycheck in May. - (housekeeping)

Section 10

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~~ 30th of the vacation year.

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 by the second check in June.~~

Section 6 — Recall

(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, 1501 and 1536.

Section 9 — Transfers

(c) Vacancies and Shift Openings

When the Company requires employees to take tests for jobs such as ~~floor inspector~~ Setup, etc., a Union representative may be present during such tests. - (housekeeping)

Corporate

Dept. No.

~~1050~~ 1055 Buildings & Grounds

1320 Engineering Model Shop

4760 Product Reliability

9420 Metrology

~~9450~~ 945C Model Shop - R&D

9530 Application Engineering

(d) Job Posting

All initial job openings will be posted on Company bulletin boards for ~~two (2) working days (48 hours)~~ **three (3) working days (72 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.~~

Section 11

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

(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.

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

7630 Heat Treat

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
1490 General Factory - HSB
1501 Products Assembly
1528 Products Production Control
1529 Products Quality
1531 Weld
1532 Finishing
1533 Tube
1534 Warehouse (Richards Street)
1536 Attachments and Accessories

****All Department numbers may be changing due to Granite – (housekeeping)**

ARTICLE IX

Wages

Section 1

(a) Daywork Rates

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

~~August 1, 2013 – 0% August 1, 2017 – 0%~~
~~August 1, 2014 – 2% August 1, 2018 – 2%~~
~~August 1, 2015 – 2% August 1, 2019 – 2%~~
~~August 1, 2016 – 2% August 1, 2020 – 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~~ 12.64 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.

Non-grandfathered production workers will follow the progression through labor grade 23B.

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:

$$\frac{\text{Participants} \times \frac{\text{Target} - \text{Company}}{\text{Target}} \times \text{Incentive} \times \text{Performance}}{\text{Base Wage} \times \text{Award} \times \text{Factor}}$$

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

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

$$\text{Company Performance Factor} = \text{NOPAT}$$

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:

$$\text{Capital Charge} = \text{Capital} \times \text{Cost of Capital}$$

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

(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 was on Active status, 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 Time off for leaves (continuous leave of more than 5 days) or time on light duty shall not be counted.

(10) Production workers Employees must consistently achieve the productivity rates established for each job; or if a Master Standards Data (MSD) an Extended Warehouse Management (EWM) system is

used, ~~production-workers employees~~ must consistently achieve that standard. If an employee does not maintain defined productivity rates or ~~MSD-EWM~~ standards they will be: ... (housekeeping)

(11) ~~Master-Standards-Data (MSD) Extended Warehouse Management (EWM)~~ 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:

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

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~~ the Union and Company will have a joint Health and Safety Committee 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 will have the ability to appoint half of the members of the Joint Health and Safety Committee. The president of the local may serve as an ex-officio member of the Joint Health and Safety Committee. The JHSC shall meet no less than monthly. The Company will provide timely notice of meetings via postings, as well as directly to the Joint Health and Safety Committee members via electronic mail if available.~~

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.

~~Time spent at JHSC regular joint meetings by the Union members of the JHSC shall be considered hours worked, and will be compensated as such by the Employer.~~

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.

~~No employee who exercised his or her rights under this article in good faith, will be discharged, penalized, coerced, intimidated or disciplined, or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe or unhealthy condition did not exist.~~

~~No employee will be disciplined or discriminated against in any way for suffering an injury or illness, or for reporting a symptom, injury, illness and/or accident in good faith. The Employer will not establish any incentive or discipline program or policy that discourages employees from reporting accidents, injuries or illnesses in the workplace.~~

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 5 — Wages & Hours

(a)...

~~In no case will any candidate receive credit for more than one-half the total hours of his apprenticeship, unless dictated by the State.~~

(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 department~~ 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.~~

ARTICLE XII

Educational Assistance Program

Section 2

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 ~~current hourly rate straight time average~~, including shift premium, ~~for the week prior to the week in which the training occurs.~~

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.
- (6) ~~The Union will not post any information regarding the membership, non-membership or dues status of any employee.~~

Section 3

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

~~Subcontractors may also be used to provide Janitorial services, provided it has no impact on the employees currently assigned to those roles.~~

...
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 7

The Company agrees to furnish to the Union all address changes ~~upon request.~~

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.

~~With prior written notice to the union including the reason for the need, number of temporary workers anticipated, and expected length of time,~~

(c) (1) Departments other than the Distribution Center may use temporary help to fill employment needs for (1) seasonal or market driven demand; or (2) 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.

(2) ~~In departments other than the Distribution Center, the Company will not utilize any individual temporary worker for more than eighteen (18) months or 3000 total hours without initiating the hiring process with the Company.~~

~~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.~~

(d) 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.

(e) ~~Upon request, but not less than quarterly, the parties will meet for the purpose of reviewing the seasonal and market driven business developments and opportunities, production hours and estimates, the impact on permanent and temporary headcount, and any necessary adjustments to the workforce.~~

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

(g) 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.

- (h) 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 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 and are immediately able to perform the available 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 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 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~~The Company and the full Union Bargaining Committee can agree to mid-contract language changes ~~for their division. ...~~

ARTICLE XIV

Termination

Section 1

This agreement shall be in full force and effect from ~~October 30, 2013~~ August 1, 2017 (TBD), to and including July 31, ~~2017~~ 2021, 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.
(Adjust dates in Section 2 and 4 as well)

Executed at Milwaukee, Wisconsin this ~~30th day of October, 2013~~ (TBD).

BRIGGS & STRATTON CORPORATION

By: (Signed) Jeffrey G. Mahloch Rachele Lehr
(Signed) Kenneth G. Dellemann Vincent Clark
(Signed) Scott P. Langelin Ellen Basting Dizard
(Signed) Teri A. Zielski
(Signed) Janet Agnello

GROUP INSURANCE PLAN

Summary of Benefits

Section 1

(3rd Paragraph)

Effective January 1, 2014, and annually at Open Enrollment thereafter, 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, or other government regulation(s), 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(es), 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~~ 32 days of seniority)

	Basic	Accidental Death and
Basic		Dismemberment
Principal Amount		
Effective		
January 1, 2012 through December 31, 2013		
\$33,000		\$33,000

Effective January 1, 2014, ~~t~~The benefit will be 2x Annualized Base Pay...

Section 3

WEEKLY DISABILITY BENEFIT —

For employees only

(After 6 months seniority)

(a)	Effective Date	Amount
	10-21-10	\$365.375

(b)...

~~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, ~~b~~Benefits will be payable beginning with the 8th day of any disability.

Section 4 (Please note, the following language will be replaced by the table on page 20-21 of this document)

~~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~~ 32 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.~~

(e)(a) 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 ~~to~~ **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.~~

~~(2) 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.~~

~~(c) — 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 ~~6-32 Days~~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.~~

Delete current table

~~(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)(17)(Working Spouse Rule) 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

VOLUNTARY VISION CARE BENEFITS through December 31, 2013 —

For Employees and Dependents

(After ~~6-Months~~32 days 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:~~

Delete current table

Section 8

HEALTH BENEFITS FOR RETIREES

(d) With respect to retirees who retired prior to August 1, 2006 and who were eligible class members in Case No. 2:10-CV-00700-LA pursuant to the Final Order Approving Class Settlement dated August 11, 2016, the continuation of health benefits, if any, will be consistent with the terms as stated in the Final Order and shall not be subject to the grievance/arbitration process. In case of any conflict between this paragraph and the Final Order, the terms of the Final Order will control.

RETIREMENT PLAN

Summary of Benefits

~~The following summary outlines benefits available. For more detailed information, please refer to your Retirement Plan Booklet or call Fidelity (the Retirement Benefits Administrator), phone (866) 417-5663 (800) 835-5095.~~

ELIGIBILITY FOR PENSION BENEFITS

I. Employees hired on or after 8-1-06 are not eligible for Retirement Plan benefits. (moved from bottom of section – housekeeping).

401(K) Retirement Savings & Investment Plan—RETIREMENT SAVINGS & INVESTMENT PLAN -

(housekeeping)

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, **Human Resources must be notified** and 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

~~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.~~

Delete current Appendix 1 and replace with:

Appendix 1

2017 Medical Plan offerings

Medical Plans	Medical Plan with HRA	Medical Plan with HSA	
Health Account	Health Reimbursement Account	Health Savings Account	Health Savings Account
Coverage Tier	All Levels of Coverage	Employee Only	Employee Plus (dependents)
Covered Benefits	In-Network/Out-of-Network		
Annual Deductible	In-Network – \$1,850 Single, \$3,700 Family Out-of-Network – \$6,000 Single, \$12,000 Family	In-Network – \$1,850 Single Out-of-Network – \$6,000 Single	In-Network – \$2,600 Single, \$3,700 Family Out-of-Network – \$6,000 Single, \$12,000 Family
Annual Out-of-Pocket Maximum	In-Network – \$5,500 Single, \$11,000 Family Out-of-Network – \$11,000 Single, \$22,000 Family	In-Network – \$5,500 Single Out-of-Network \$11,000 Family	In-Network – \$5,500 Single, \$11,000 Family Out-of-Network – \$11,000 Single, \$22,000 Family
Annual/Lifetime Maximum	Unlimited		
Preventive Care	In-Network – 100% Out-of-Network – Not Covered		
Office Visits	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Hospitalization	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Emergency Care in ER	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Non-Emergency Care in ER	In-Network – 50% Coinsurance after Deductible Out-of-Network – 50% Coinsurance after Deductible		
Urgent Care Facility	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Ambulance	In-Network – 10% Coinsurance after Deductible Out-of-Network – 10% Coinsurance after Deductible		
Outpatient Therapy	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Mental Health Treatment	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Substance Abuse Treatment	In-Network – 10% Coinsurance after Deductible Out-of-Network – 40% Coinsurance after Deductible		
Prescription Drug Coverage			
Purchase Location	Retail	Mail Order or Retail	
Purchase Quantity	30-day supply	90-day supply	
Preventive Medications/Prescriptions	Network: No Deductible and member pays 0%		

Non-Preventive Medications/Prescriptions	Network: Deductible applies first, then Tier 1: 20% Coinsurance Tier 2: 30% Coinsurance Tier 3: 40% Coinsurance Specialty: 25% Coinsurance to a maximum of \$100 per prescription per month	Network: Deductible applies first, then Tier 1: 10% Coinsurance Tier 2: 20% Coinsurance Tier 3: 30% Coinsurance Specialty: 25% Coinsurance to a maximum of \$100 per prescription per month
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2017 Dental Offering

DENTAL PLAN	
ANNUAL DEDUCTIBLE & MAXIMUM BENEFITS	
Provider Network	You may use any provider you wish, but your cost is lower if you use a Delta Dental network dentist
Annual Deductible	\$25 Individual/ \$75 Family
Annual Maximum Benefit	\$1,500
Annual Lifetime Maximum Benefit:	\$1,500
Orthodontics	
DENTAL MEMBER PAYS	
Preventive (1)	0%, No Deductible
Basic Restorative e.g. fillings, root canals, etc.	20%, After Deductible
Major Restorative e.g. crowns, bridgework, etc.	50%, After Deductible
Orthodontics Adult and children are eligible	50%, After Deductible

- Two preventive check-ups (exams, x-rays, and cleanings) per individual per year, do not count toward the annual maximum benefit, not subject to deductible.

2017 Voluntary Vision Offering

DELTA VISION PREFERRED (EYEMED NETWORK)	In-Network	Out-of-Network
VISION MEMBER PAYS		
Eye Exam (1)	0%	Charges over \$35
Eyeglasses-Frames (2)	80% of charges over \$130	Charges over \$65
Eyeglasses-Lenses (3)	0%	
Contact Lenses (4)	85% of charges over \$150	Charges over \$96
Corrective Surgery	85% of retail or 95% of promotional cost	100%

- Once every 12 months (to the day)
 - Frames covered every 24 months
 - Lenses covered every 12 months. Basic lenses are paid in full; however, additional charges will apply for add-ons, such as anti-reflective coating, progressive lenses and scratch coating
 - Contacts covered every 12 months
- Note:** Lenses OR contact lenses are covered every 12 months, not both.

Delete current wage tables

May also update other names, titles, dates as appropriate – ie Facilitator to Production Supervisor; "his/her" to "their", etc.