



**An Oshkosh Corporation Company**

Kewaunee, Wisconsin

**2017 – 2022**

**LABOR AGREEMENT**

With

LODGE NO. 487 OF THE INTERNATIONAL  
BROTHERHOOD OF BOILERMAKERS,  
IRON SHIPBUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS, AFL-CIO

**May 2, 2017—May 1, 2022**

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## **CONTRACT**

This Agreement made and entered into between the KEWAUNEE FABRICATIONS, LLC, a wholly owned subsidiary of Oshkosh Corporation, having a plant located at 520 N Main Street, Kewaunee, Wisconsin, hereinafter called "Employer" and/or "Company" and LODGE NO. 487 of the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO, hereinafter called the "Union".

## **PREAMBLE**

Should any portion of this agreement conflict with the Federal, State, or Municipal law, or any directives issued by the President of the United States or any authorized governmental agency, such portion of the agreement shall become inoperative to the extent and for the period necessary to conform to the law or directive without prejudice to any other portion of this agreement.

This agreement is entered into to ensure harmony and complete understanding between the Employer and the Employees and provide the best method for solutions of mutual problems.

It is the intent of this agreement that nothing contained herein shall infringe on or prevent the normal function of an employee to perform his or her work to the best of their ability and the Company to perform management functions.

It shall be the purpose of the parties of this agreement to administer the terms of the agreement in such a manner that it will promote good will and a harmonious relationship.

## **SCOPE AND RECOGNITION**

### **ARTICLE I**

Section 1. The Company recognizes the Union as being the sole bargaining agent for all its production and maintenance employees, except for watchmen, Supervisors, office workers, draftsmen, and guards and agrees to bargain collectively with the regularly constituted Bargaining Committee on all matters pertaining to wages, hours and working conditions or questions arising out of administration or application of this agreement.

Section 2. All employees of the Company covered by this agreement shall, upon the expiration of the 90th calendar day after the effective day of this agreement or upon the expiration of the 90th calendar day after the beginning of employment, whichever is the later, be obligated to become a member of the Union signatory to this agreement and shall remain members in good standing as a condition of employment.

The Union shall notify the Company in writing of any employee who is delinquent in the payment of dues. If such employee does not reinstate within a period of seven days after said notice he shall be dismissed. A laid off employee who is delinquent in the payment of dues loses his seniority and shall not be eligible for reinstatement unless rehired.

The Union agrees to indemnify, defend (if requested to do so), and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues, assessments, and initiation fees from a member's pay, or from any other liability of any nature on account of the Employer's compliance with, or failure to comply with, any provision of this Article.

Section 3. Upon written request of the Union and after the employee has been given seven days to reinstate himself as a member in good standing, an employee who violates Section 2 of this Article shall be dismissed. A laid off employee who violates Section 2 loses his seniority and shall not be eligible for reinstatement unless rehired.

Section 4. The Union shall not restrict membership but shall admit to membership all employees of the Company who are eligible for membership.

Section 5. The Company shall not discriminate against any employee because of their Union affiliation nor because of their activities as Union Representatives nor for any personal reasons. No employee shall be discriminated against for carrying out the provisions of this agreement.

Section 6. On receipt of written authorization from an employee directing the Company to pay the Secretary/Treasurer his union dues, the Company will withhold same from the employee's wages each month and pay same to the Secretary/Treasurer.

Such voluntary written authorization shall read as follows:

**MONTHLY UNION DUES VOLUNTARY CHECK-OFF AUTHORIZATION.**  
Kewaunee Fabrications Division of Oshkosh Corporation is hereby authorized and directed to deduct each month from wages hereafter earned by me in their employ, the amount of monthly dues prescribed by the Union, such sum to be remitted to the Secretary/Treasurer of Lodge No. 487 of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, AFL-CIO, in accordance with the provisions of the Labor Agreement effective May 8, 2012, between the Company and the Union. This authorization shall continue in effect through the term of the Agreement, and from year to year thereafter unless canceled by me, by written notice to the Company and the Union with a period not less than twenty (20) days or more than thirty (30) days prior to any anniversary date of the above Labor Agreement.

/s/ \_\_\_\_\_ Date \_\_\_\_\_

**EMPLOYMENT**  
**ARTICLE II**

Section 1. Employees shall be hired through the Human Resources Department of the Company. New employees shall be on probation for the first ninety (90) calendar days of employment. No claims of grievance shall be made by the Union or the employee with respect to an employee during such period of probation.

Employees may be hired on any shift for their probationary period. If, however, there are employees who have signed for a transfer (Article VIII, Section 4), employees hired on the day shift will be transferred to the second shift after successfully serving their probationary period.

Section 2. The Company shall furnish the Secretary/ Treasurer of the Union and the Union Committee a list each week of all employees hired, laid off, recalled, loaned, upgraded, transferred, or who for any reason have terminated their employment. The list shall show the employee's classification and rate of pay.

Section 3. The Union shall inform the Company of any changes in Committee Members, Stewards or Shop Committees within five (5) calendar days.

Section 4. All new employees on being hired shall be furnished with a written employment notice of required Union affiliation, including initial rate of pay, classification and name of Supervisor, a copy of which will be furnished to the Union. The Company will furnish all employees with a copy of this agreement.



**MANAGEMENT**  
**ARTICLE III**

Section 1. It is agreed that the management of the Employer and its business and the direction of its working forces is vested exclusively in the Employer, and that this includes but is not limited to the following: to direct and supervise the work of its employees; to hire, promote, transfer or lay off employees or to demote, suspend, classify, discipline or discharge employees for cause; to plan, direct and control operations and production and vacation schedules, control raw materials, semi-manufactured and finished parts which may be incorporated in the products manufactured; to determine the amount and quality of the work needed, by whom it shall be performed and the location where such work shall be performed; to determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other person or employer; to introduce new or improved methods, tools, equipment or facilities, or to change existing service practices, methods, tools, equipment and facilities; to schedule the hours of work and to determine the assignment and allocation of duties; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by the Employer and to make, modify and enforce reasonable rules and regulations.

Section 2. The Employer's exercise of the foregoing functions shall be limited only by the express provisions of this contract and the Employer has all the rights which it had at common law except those expressly bargained away in the Agreement.

Section 3. The exercise by the Employer of any of the foregoing functions shall not be reviewable by arbitration, except in case such function is so exercised as to violate an express provision of this contract or any valid Memorandum of Agreement executed during the life of this Agreement.

Section 4. The Employer shall not be restricted by nor obligated to follow any programs, policies, plans, custom or practice occurring prior to the effective date of this Agreement unless expressly set forth herein and made a part of this Agreement. All discretionary benefits or privileges presently in effect and not contained in this Agreement may be continued or discontinued at the discretion of the Employer.

Section 5. ENTIRE AGREEMENT. This is the complete agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Employer has no obligation to any employee or employees other than those specifically provided herein.

Section 6. AMENDMENTS. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by proper representatives of each party.

**NO STRIKE, NO LOCKOUT**  
**ARTICLE IV**

Section 1. During the term of this Agreement neither the Union nor its officers, agents or representatives shall authorize, instigate, condone, sponsor, participate in, support, promote or encourage in any way, nor will any employee engage in or encourage any strike (including sympathy or unfair labor practice strikes), picketing, boycott, work stoppage, or slowdown, or any other attempt to restrict or interfere with work, and during the term of this Agreement the Employer will not lock out any employees because of labor dispute with the Union. Reductions in operations are not to be considered a lockout under this Agreement. It shall be the affirmative duty of the Union, its officers, agents, and representatives to use all available means immediately to encourage employees to cease engaging in any of the conduct prohibited by this Article. The parties recognize the right of the Employer to take such discipline, including discharge, against any employee or employees who participate in violation of this Article, whether such action is taken against all of the participants or against only certain participants, and the parties agree that the degree of the disciplinary action taken by the Employer shall not be considered a grievance or subject to review through the grievance procedure. It is understood and agreed by the parties that an employee does have the right to file a grievance solely on the issue of whether he did, in fact, violate the provisions of this Article.

Section 2. It is understood and agreed that the Union shall have no financial liability under this Article for the unauthorized acts of its members, provided the Union promptly and in good faith uses all available means including internal union discipline to bring an end to such activity in violation of this Article.

Section 3. In the event there is a strike, stoppage of work, slowdown, or other activity prohibited by this Article during the term of this Agreement, neither party shall be obligated to negotiate the merits of the dispute which cause such interruption until such time as the activity is terminated.

Section 4. Violation of any provision of this Article shall be cause for the Employer's entitlement to any relief which may be available at law or in equity.

Section 5. No employee covered by this agreement shall be required to cross a legal picket off the Kewaunee Fabrications, LLC premises.

**WAGES & PAY PERIODS, SPECIAL CLAUSES**  
**SCHEDULE OF CLASSIFICATIONS,**  
**PAY RATES & HOLIDAYS**  
**ARTICLE V**

Section 1. The Company agrees to pay and the Union agrees to accept wage rates as shown on the Wage Schedule.

Section 2. New employees claiming experience in the classification of work for which they are hired shall furnish proof of such experience to the Company. If the employee demonstrates their qualifications during a trial period, up to the duration of the probationary period, they may be advanced in the progression rate.

Employees being recalled after lay off and returning to their former classifications shall receive the rate of pay previously received, including any wage adjustment made during their absence. Time credit for additional experience the employee may have acquired in their classification during the lay off period shall be considered. Should it develop after a trial, not to exceed thirty (30) calendar days that the employee is able to qualify in accordance with additional experience claimed, the rate may be adjusted by agreement of the Company and the Union Committee.

A former employee, returning to his former classification shall be considered for time credit for additional experience the employee may have acquired in his classification during his absence from the Company. Should it develop after a trial, not to exceed thirty (30) calendar days that the employee is able to qualify in accordance with additional experience claimed, the rate may be adjusted by agreement of the Company and the Union Committee.

Section 3.

- (a) Employees may be accelerated (once) in progression based on performance within the first six (6) months of employment, not to exceed the top rate for the level.
- (b) Employees assigned to a higher rated job for more than one shift shall receive the higher rate for the remainder of the temporary assignment.
- (c) Changes in wage rate for filling permanent vacancies shall be effective the following pay period.
- (d) Employees in a progression raise interval shown in this section must work at least twenty-six weeks within this raise period. If the twenty-six weeks are not worked, advancement to the next highest step within that Pay Level shall be delayed by the number of days absent within the twenty-six week period. Time lost due to injuries arising out of and in the course of employment, time off for vacation and paid holidays, and time lost due to pressing personal reasons such as death or marriage in the immediate family, bona fide illness or accident, jury

service or reasons beyond the employee's control, shall be counted as time worked towards the twenty six weeks. The company will evaluate employees in progression with respect to qualifications at the thirteen week interval. Each employee will be given a written document evaluating their performance. Evaluations will focus on positive milestones and any areas for improvement.

- (e) Employees working the second and third shifts shall have the premium shown under Article VIII, Section 2, included in their vacation, holiday, bereavement, jury duty, and etc. pay.
- (f) If any employee is to be held up in progression, the employee will be called in and a discussion will be held and documented. The Human Resource Department will have this information on file and a copy will be furnished to the employee and the Union.

Section 4. If, during the term of this Agreement, new job titles are established with the bargaining unit or the duties of an existing job are combined or substantially changed, the Employer will put the new or changed job titles into effect and establish a rate of pay therefore. Such rate will be discussed with the Union in advance with the object of obtaining its agreement thereon. The Employer may then install the rate with or without agreement. When installed pursuant to agreement, no grievance may be filed with respect to such rate. When installed without agreement, the employee or employees affected or the Union may within thirty (30) calendar days of such installation present a grievance protesting the rate. The sole grounds for any grievance protesting a rate shall be that the rate does not bare a proper relationship to existing rates. If no grievance is filed or upon the settlement of any grievance, the new rate shall become a part of the wage schedule and shall not thereafter be subject to challenge under the grievance procedure.

Section 5. Wages shall be paid weekly on Company time, and in no case shall more than one week's pay be withheld. Effective with a date to be determined after May 5, 2014, wages shall be paid bi-weekly on Company time. Wages will be direct deposited on Friday. Check stubs will be mailed the regularly scheduled work day prior to each payday to the employee's home address on file in the HR Office.

Section 6. Any employee who leaves employment, is laid off or is discharged, shall receive all wages due on the regular pay day immediately following separation.

Section 7. All employees to be laid off shall be given at least two regular working days notice, or in lieu thereof shall receive eight (8) hours pay, except where work is terminated for reasons beyond the control of the Company.

Section 8. Employees working their regular shift, who after leaving their work, are called and report for work at Company premises and are willing to work extra hours shall receive a minimum of four (4) hours pay, except when the reason is beyond the control of the Company.

Section 9. Any employee injured at work, and compelled by the seriousness of the injury to lose part of or the balance of their shift, shall be paid for the full eight (8) hour shift on which the injury occurred, plus any premium due for the shift, and in addition will receive eight (8) hours pay per day for each day lost up to a maximum of three (3) days if not paid by worker's compensation, provided, however, when authorized by attending physician. The injury must be reported to the Human Resources Department, or a Supervisor on the shift during which the injury occurred.

Section 10. Employees advanced to a higher non-supervisory position shall be on trial for a period not to exceed thirty (30) calendar days. Failing to qualify, they shall be reassigned to their former job title. Such employees shall be paid the higher rate for the higher job title during the trial period.

Section 11. Employees assigned to internal customer work during their lunch period shall be allowed to consume their lunch on the Company's time after completing such necessary or emergency work during their lunch period. Employees assigned to external customer work (example: unloading customer truck, etc.) during their lunch period will be allowed to consume their lunch after completing such necessary or emergency work during their lunch period.

Section 12. National Guardsmen or Reservists will be paid for time lost at a training camp up to two weeks per year, which may include the week referred to in Article IX, Section 8. The pay will not be less than the difference between the amount the employee received for military training, and the amount he would receive if working a standard work week. Human Resources to be advised as much in advance as possible as to period of encampment.

Section 13. Each employee with sixty (60) calendar days or more seniority with the Company shall receive holiday pay. Should any holiday fall on a Sunday, the following Monday shall be treated as a holiday, and should any holiday fall on a Saturday, the preceding Friday shall be treated as a holiday, and these holidays shall be paid regardless upon which day they fall. The day before Christmas, Christmas Day, the day before New Years, and New Years Day, may be changed by agreement between the Company and the Union Committee.

There shall be eleven (11) paid holidays per calendar year as follows:

1. New Year's Day
2. Good Friday
3. Memorial Day (observed)
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day following Thanksgiving
8. Day before Christmas Day
9. Christmas Day
10. Day before New Year's Day
11. Personal Holiday

To be eligible for holiday pay an employee must work his shift or be on vacation on the regular established work day (Article VII, Section 1 and 2) preceding or following the holidays, except that an employee shall be eligible for holiday pay under the following conditions:

- (1) If an employee works on an unscheduled work day falling between the scheduled work day, and the holiday preceding, and/or the day following this holiday.
- (2) If an employee is absent not more than three (3) above mentioned work days preceding and/or following the holiday, due to pressing personal reasons, such as death or marriage in the immediately family, bona fide illness or accident, or reasons beyond the employee's control.
- (3) Jury service shall entitle the employee to full holiday pay.

Section 14.

- (a) An employee laid off during the week in which the holiday occurs or absent due to industrial injury or industrial sickness, shall receive holiday pay for the holiday.
- (b) If a paid holiday is worked, an employee working shall be paid at the regular overtime rate for the holiday in accordance with Article VI, Section 3, in addition to holiday pay.
- (c) An employee on a laid off status who requests his vacation during a week in which a holiday falls, will not be paid for the holiday. If an employee requests to take his vacation immediately following his lay off and a holiday falls within that period, he will be paid for the holiday.

Section 15. Bereavement Leave. In the case of the death of an employee's mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchildren, or grandchildren, the employee will be paid three (3) days to be present at or attend to matters of the funeral. The employee shall be compensated for working time lost on regularly scheduled working days. In the case of death of an employee's brother-in-law, sister-in-law, grandmother, grandfather, stepbrother, or stepsister the employee will be allowed off only the day of the funeral or day of wake. For each of such regularly scheduled working days, the employee shall receive up to eight (8) times his regularly straight time hourly rate for time lost on such day. In no case shall the benefits provided by this Section exceed twenty-four (24) times the employee's straight time hourly rate. An employee who leaves during the shift to attend a funeral and returns to work later in the same shift will be excused for up to 4 hours. Company must be notified of this prior to the absence.

The foregoing shall apply to each employee with thirty (30) or more calendar days of seniority with the Company, and providing the employee is not absent from work on those days because of illness or lay off. If an employee is on vacation, and a death occurs, the days and pay allowed for his bereavement leave may be taken immediately following his vacation, or at a later time before the end of the calendar year. If a death occurs on a paid holiday, the same procedure would apply as if on vacation.

Section 16. When an employee is absent and on jury duty, the Company shall pay him his regular rate for eight hours straight time per day, less any fees or wages received for such jury service.

**OVERTIME**  
**ARTICLE VI**

Section 1. Work performed in excess of eight (8) hours on any regular established work day, or work performed outside of the regular hours or shift shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular established hourly rate, provided the regular scheduled shift is worked. Vacation hours up to eight (8) hours per year may be included in computing overtime.

All work performed in excess of twelve (12) hours shall be paid for at two (2) times the employee's regular established hourly rate.

Section 2. Work performed on Saturday shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular established hourly rate up to sixteen (16) hours, double time shall be paid thereafter.

Section 3. All work performed on Sundays or contractual holidays shall be overtime and paid for at two (2) times the employee's regular established hourly rate.

Section 4. Sections 1, 2 and 3 regarding overtime pay does not apply to the truck drivers classification. Employees in the truck drivers classification shall be paid on the basis of forty (40) hours straight time, and all overtime shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular established hourly rate.

Section 5.

- a.) Employees shall be required to work Saturday overtime if notified and requested to work overtime on Thursday by 11:00 am 1<sup>st</sup> shift and 7:30 pm 2<sup>nd</sup> shift and if accepted by the employee, on Friday by 11:00 am 1<sup>st</sup> shift and 7:30 pm 2<sup>nd</sup> shift. Sunday work will be posted on Friday by 11:00 a.m. Notification to employees for overtime work will be made through the Supervisor, and at least one member of the Union Committee will also be informed at the time of notification to the employee. All overtime shall be distributed as impartially as possible. The overtime list for each employee will be calculated on a week to week basis. That list, which is available on Monday morning, will be the list utilized for overtime for the entire week (Monday-Sunday). As much as is practical, work known in advance to require overtime, will be assigned to qualified employees in the department, with the lowest overtime hours. No employee shall be required to work in the plant(s) or yard alone. The Company shall maintain a current list showing the amount of overtime hours each employee has worked and refused for review by the Union Committee. All of the overtime shall be zeroed out as of the date of ratification and upon the expiration of subsequent contracts.



- b.) The selection sequence for overtime is as follows: (1) The regular engaged employee(s) assigned to work in the week overtime occurs has first right to the overtime; (2) If the regular engaged employee refuses the overtime or no employee is regularly engaged on the job prior to the overtime requirement, the opportunity will be distributed to the qualified employee(s) having the least overtime hours in the (a) department or (b) under each Supervisor's jurisdiction; (3) Loaners in a department are not eligible for overtime unless the entire department is working overtime. (4) To qualified employee(s) from the plant overtime list.
- c.) The following rules shall apply for errors in the selection sequence: (1) When the wrong employee is selected to work overtime, (regular engaged employee bypassed), the employee will be given overtime opportunity preference for future overtime; (2) When departmental crew is scheduled to work and an employee is bypassed, the employee will be given overtime opportunity preference for future overtime; (3) When a dispute arises as to how many employees are working across shifts and the Company and Union agree employee(s) were missed they will be afforded equivalent overtime opportunity; (4) When a qualified employee with a lesser overtime hour total is bypassed he will be given overtime opportunity preference for future overtime.

In all rules, overtime opportunities will be created within fourteen (14) calendar days or make the employee whole (i.e., the employee shall receive payment for such overtime missed).

- d.) All employees accepting overtime are required to work their scheduled shift. Employees absent or on vacation on Friday, and who wish to work on Saturday providing work is scheduled, must notify the Human Resources Office or Plant Superintendent or their Supervisor by 9:00 A.M. on Friday as to their availability for Saturday work, and receive verbal authorization to report for the Saturday shift. Employees absent must call in and request information on overtime scheduled and receive authorization to report to work on that Saturday.
- e.) Should overtime have to be worked, employees from the first, second and third shift will divide the shift hours equally, such as four hours or five hours per shift. Employees declining overtime work shall be considered as having worked that period for overtime distribution purposes only, providing they have been notified as outlined above. When an employee is asked to work daily overtime, either prior to shift or end of shift, and he refuses the overtime, he shall be charged those hours as though he worked, provided he was asked during the first four (4) hours of the shift which immediately precedes the overtime.
- f.) The Union will receive a copy of the overtime list weekly and will post it monthly.

- g.) Probationary employees shall have their overtime hours placed equal to the employee in the classification who has the most number of overtime hours worked, excluding all truck drivers.
- h.) A meeting between the Union Committee and the Company to review the distribution of overtime shall be held as often as necessary.
- i.) Weekend Shift Hours – Seven hour day shifts shall be from 5:00 a.m. to 12:00 p.m. Seven hour night shifts shall be from 12:00 p.m. to 7:00 p.m. Five hour day shifts shall be from 7:00 a.m. to 12:00 p.m. Five hour night shifts shall be from 12:00 p.m. to 5:00 p.m. All pay shall be as stated in the contract. Hours can be changed by agreement with the Company and the Union Committee.

Section 6. Probationary employees will be entitled to work overtime after ninety (90) calendar days of employment or if the entire job title is offered overtime.

Section 7. Article VI, Section 3 shall not apply to overtime hours scheduled for the first shift on Monday.

## **HOURS OF EMPLOYMENT**

### **ARTICLE VII**

Section 1. The regular established work day shall start at 7:00 a.m., and this starting time shall be recognized as the beginning of the twenty-four (24) hour day, and the second and third shift worked within this twenty-four (24) hour period shall be considered as belonging to that day. The hours of work for the regularly established work day are: First Shift 7:00 a.m. to 3:00 p.m.; Second Shift 3:00 p.m. to 11:00 p.m.; the third shift shall begin their workweek on Sunday night at 11:00 p.m. and end their workweek at the end of the regular Thursday night shift at 7:00 a.m. Hours may be changed by agreement between the Company and Union Committee.

- (a) There shall be a twenty (20) minute break period from 12:00 noon to 12:20 p.m. on company time during the first shift. This break must be taken at the plant.
- (b) A break period of twenty (20) minutes shall be established near the mid-period of the second shift on company time. This break must be taken at the plant.
- (c) A break period of twenty (20) minutes shall be established near the mid-period of the third shift on Company time. This break must be taken at the plant.
- (d) No other break periods shall apply, unless employees work at least two hours overtime, at which time an additional ten (10) minute paid break shall be provided.

Section 2. The regularly established work week shall consist of five (5) regularly established work days, Monday to Friday, inclusive, of forty (40) hours; however, when a holiday occurs within a work week the work days and hours shall be decreased by the holiday or holidays.

Section 3. Employees will be considered called in to work for the standard work week. When accident, stress of weather, or similar reasons make it necessary to discontinue work, such time as has been actually worked will be paid; employees discontinuing for personal reasons shall be paid only for the time worked.

## **SHIFTS** **ARTICLE VIII**

Section 1. Shift work shall be permitted in all classifications. A minimum of two consecutive work days must be worked to constitute a shift outside of the regular established work day.

Section 2. Employees working on shifts established outside of the regular established work day shall be paid a premium of fifty cents (\$.50) per hour for the second shift and twenty-five cents (\$.25) per hour for the third shift.

Section 3. Employees required to change shifts shall receive not less than twenty-four (24) hours notice of the change of shift. Should any change be made without notification of the change, overtime at the established rate shall be paid for the first changed shift; except if the employee requests a change of shift due to personal or health reasons and it is granted immediately.

Section 4. Transfers from one shift to another will be by seniority when openings are available. To be eligible for a transfer an employee must have filed a transfer request form five days prior, which is available at the Human Resources Office. Any employee filing and then declining any shift transfer will be ineligible to submit another shift transfer request for six (6) months unless the transfer is not within your job title.

**VACATIONS**  
**ARTICLE IX**

Section 1. The vacation schedule is based on years of seniority. Time off on sickness and accident benefits will count as hours worked toward years of seniority for vacation purposes.

The vacation year will be the anniversary year after an employee completes one (1) year of seniority. The January 1st following an employee's first anniversary date of hire shall be counted as the second year of employment for vacation purposes.

To be eligible for vacations an employee must work a minimum of 1300 hours in the previous payroll year.

Those employees have one (1) year or more of seniority and who have worked less than 1300 hours during the previous payroll year shall receive partial vacation pay.

**Vacation Schedule**

	1300 Hrs or more	1200 Hrs	1100 Hrs	1000 Hrs	900 Hrs	800 Hrs	700 Hrs	600 Hrs
<u>Years of Seniority</u>								
1 but less than 3	5 da	---	4 da	3 da	---	2 da	---	1 da
3 but less than 5	10 da	9 da	8 da	6 da	5 da	4 da	3 da	2 da
5 but less than 7	11 da	10 da	9 da	7 da	6 da	5 da	4 da	3 da
7 but less than 8	12 da	11 da	10 da	8 da	7 da	6 da	5 da	3 da
8 but less than 9	13 da	12 da	11 da	9 da	8 da	7 da	6 da	4 da
9 but less than 10	14 da	13 da	12 da	10 da	9 da	8 da	6 da	4 da
10 but less than 11	15 da	14 da	13 da	11 da	10 da	9 da	7 da	5 da
11 but less than 12	16 da	15 da	14 da	12 da	11 da	10 da	8 da	5 da
12 but less than 13	17 da	16 da	15 da	13 da	12 da	11 da	9 da	6 da
13 but less than 14	18 da	17 da	16 da	14 da	13 da	12 da	9 da	6 da
14 but less than 15	19 da	18 da	17 da	15 da	14 da	13 da	10 da	7 da
15 but less than 16	20 da	19 da	18 da	16 da	15 da	14 da	11 da	7 da
16 but less than 18	21 da	20 da	19 da	17 da	16 da	15 da	12 da	8 da
18 but less than 20	22 da	21 da	20 da	18 da	17 da	16 da	12 da	8 da
20 but less than 22	23 da	22 da	21 da	19 da	18 da	17 da	13 da	9 da
22 but less than 25	24 da	23 da	22 da	20 da	19 da	18 da	14 da	9 da
25 and over	25 da	24 da	23 da	21 da	20 da	19 da	15 da	10da

**FOR EMPLOYEES HIRED FEBRUARY 1, 1970 OR EARLIER ONLY**

30 and over    30 da    25 da    24 da    22 da    21 da    20 da    16 da    11 da

Employees with seniority of 60 calendar days but less than 1 year shall receive 2 days of vacation.

A payroll year shall consist of a fifty-two week (52) week period and shall closely approximate the calendar year. The payroll period begins at 12:00 midnight Sunday.

In figuring the number of hours worked, overtime hours will be credited as straight time hours.

The vacation allowance shall be paid at the rate the employee is receiving at the time he takes his vacation including premium pay.

The vacation allowance will be on the basis of eight (8) hours per day, and forty (40) hours per week.

For vacation purposes uninterrupted seniority shall mean that period of employment which has not been interrupted by any of the conditions enumerated in Article X, Section 4, (a), (b), (c), (d), (e), (f), (g) (h) and (i).

Section 2. Time lost while in the employ of the Company due to industrial injury or industrial sickness, time off for Union business, jury duty, and time off during vacations, and for paid holidays, shall be considered as time worked in computing vacations. If a lay off occurs which would include an employee not working due to industrial injury or sickness, time lost after his lay off date will not be counted in computing vacations.

Section 3. Any or all vacations may be taken by the weeks, week, days or day by advance notice except in a case of an emergency. Eight (8) days of earned vacation may be taken by four (4) hour increments for a total of 64 hours per year. Advance notice is required for the last four (4) hours of a shift. Notice is required for the first 4 hours before the start of the shift. Employees may call in for 8 days of earned vacation prior to or within the first hour of the regular shift. With advance written notice, employees may use vacation in increments of two (2) hours for a total of sixteen (16) hours, at the employee's discretion. Prior written notice of the two hour vacation increments is defined as at least four hours notice prior to the vacation leave. When an employee is absent more than five (5) days and requests a vacation his vacation time must start on the first day absent from work. This is not intended to prohibit an employee from receiving holiday pay.

Section 4. Vacation must be taken during the calendar year following the year in which the vacation was earned unless denied by the Company. Vacation will be granted provided it does not affect the efficient operation of the department. Advanced arrangements for vacation and final decisions will rest with the Supervisor.

Vacation requested for November and December but not granted by the Supervisor must be taken by the employee in the subsequent January, February or March, or be forfeited.

Section 5. Employees who are entitled to vacation pay shall receive this pay when leaving the service of the Company for any reason, if their employment is terminated before they have taken their vacation, except that an employee may waive his vacation when laid off and take it at some future time within that payroll year. If there is only one shift working at the time a laid off employee requests his vacation, his vacation allowance rate will not include the premium shown under Article VIII, Section 2.

Section 6. Vacation compensation due an employee who may die shall be paid to his beneficiaries upon proper proof.

Section 7. Employees entering the Armed Services, employees who retire, employees who leave the employ of the Company for any reason who have earned vacations in the current payroll year, shall receive their vacation pay on leaving the employ of the Company. This does not apply to laid off employees unless they quit while laid off.

Section 8. Time lost while in the service of the Armed Forces of the United States shall be considered as time worked in computing seniority, up to four (4) years, except for extended time served beyond the employee's control.

Section 9. The Company shall retain the right to close the Plant. The Company shall advise the employees at least 60 days in advance. Employees entitled to vacations may take their vacation. Employees working during a period of close down will be divided and required to take the second and third week following the period of close down. Employees who do not take their vacation and employees who are only entitled to partial vacation, or no vacation, shall be on a laid off status during such period of close down.

Section 10. A holiday falling within an employee's vacation shall be paid as a holiday, and such days shall not be considered as vacation.

**SENIORITY AND LOANERS**  
**ARTICLE X**

Section 1. Seniority shall be established for all employees in the following classifications, and shall be cumulative for all employees from date of hiring and shall include all time worked, all time off during vacation, sickness, leave of absence or lay off, except that new and former employees shall accumulate no seniority during their probationary period. If retained by the Company after their probationary period, their seniority shall accumulate from the date hired.

<u>CLASSIFICATION</u>	<u>JOB TITLE</u>
TRUCK DRIVER	Semi-Truck Driver
SWEEPER	Janitor (Sweeper)
MACHINING	Boring Bar Machinist CNC Machinist General Machinist Tool Crib Attendant “B” Initial Processor (Saw only)
FABRICATION	“A” Initial Processor “A” Initial Processor (Brake Press) CNC Beveler “B” Initial Processor (except Saw) “C” Initial Processor Setup Welder “A” Welder “B” Welder Straightening Mechanic Assembler A Assembler B Metal Preparation (Washer) Metal Preparation (Blaster) Painter Aerial Finisher Inspector (I) Inspector (II) Maintenance (Electrical & Electronic) Maintenance (Mechanical & Electrical) Maintenance (General) Material Handler (Steel Yard) Material Handler (Forklift) Receiving Clerk

Employees working outside operating the cranes, and hooking up, shall be known as the Material Handler (Steel Yard) and they can “hook up” and operate any rubber tire or steel track cranes or rubber tire units, such as the Hy-Dynamic, Go Devil, Paymover, etc., and use forklifts in conjunction with yard work providing they have the ability to perform the assignment.

Section 2. Employees in a classification who are not receiving the top rate for the classification shall be considered learners. Employees in the learner classification shall accumulate mechanics seniority.

Section 3. (a) When it becomes necessary to lay off employees, the lay-off shall be in order of seniority within the classification, the employee last on the seniority list will be laid off first, and on rehiring the employee with the most seniority shall be recalled first. When there are two or more employees hired on the same day in the same classification they shall be listed alphabetically on the seniority list and laid off and recalled in this order.

(b) Upon employee request and Company approval, voluntary layoffs may be granted to employees in order of seniority for periods not to exceed six (6) months. The Company will furnish the Union Committee with a copy of the voluntary layoff request. Employees shall be recalled from voluntary layoff in order of seniority.

(c) For purposes of layoff and recall, an employee may use his seniority in another job classification in which the employee has demonstrated he is qualified in preference over a new hire.

Section 4. Seniority shall terminate when:

- (a) an employee quits.
- (b) is discharged for proper cause.
- (c) retires.
- (d) receiving disability social security. If an employee on disability social security is declared able to work, he will return to work at the seniority level at which he left and receive all other rights under this agreement. He shall have the rights to a job within the same classification providing he has the seniority.
- (e) does not remain a member in good standing in accordance with Article I, Section 3.
- (f) employees absent from work for a period of more than three (3) consecutive working days without reasonable cause.



- (g) a laid off employee who fails to notify the Company within three (3) working days from the date of receipt of notification of certified letter to his last given address, whether he will or will not return to work within five (5) working days from the date notification was received unless a satisfactory reason is given and notice shall also state to what degree his seniority is affected, unless the work, when offered, is estimated of less than thirty (30) days duration. Laid off employees may waive call-in if other employees are available. The Company shall notify the employee of the estimated time; the employee's waiver shall not extend beyond the estimated time.
- (h) New employees hired after April 1, 1985, who are laid off continuously for a period of twenty-four (24) months or a period of time equal to such employee's active length of seniority at the time of layoff, whichever is greater.
- (i) on a medical leave does not or is unable to return to work after a maximum of eighteen (18) months.

Section 5. Upon written application by the employee, the Company may grant leaves of absence for personal reasons for such periods as the Company shall determine. The Company will furnish the Union Committee with a copy of the leave of absence form. Any member of the Union selected as an Officer, Delegate or Representative of the Union will be afforded an excused absence for Union business depending on the needs of the Company business, but shall notify the Company one week before taking leave except by special arrangements and in no event to exceed one hundred twenty (120) hours for all Union business leave per calendar year, with the exception of forty (40) hours to attend the IBB International Convention and/or actual time spent in contract negotiations or preparation during the year of Labor Agreement Renewal and the Secretary/Treasurer will have one hundred sixty (160) hours for regular union business leave in a calendar year. Employees selected to work for the International Union will be granted an extended leave of absence for up to three (3) years.

Section 6. A seniority list shall be prepared by the Company. The list, including corrections thereto, shall be maintained on a current basis and retyped in January and July of each year. The list shall be posted in a conspicuous place in each department and a copy supplied to the Union. Any employee doubting the correctness of the seniority list shall report such errors to the Human Resources Office.

Section 7. A permanent vacancy occurs:

- (a) when a department requires additional employees;
- (b) when an employee is transferred permanently;
- (c) when an employee's seniority is terminated.

The Company shall determine whether or not a permanent vacancy occurs.

All permanent vacancies shall be posted at the time the vacancy is known or occurs, and the qualified employee with the most seniority in that classification shall be afforded up to 30 calendar days the opportunity to try out such job. The vacancy could be offered to employees outside the classification when the vacancy is turned down by the employee(s) in the classification. Finally, at the discretion of the company, probationary employee(s) may be used to fill the vacancy. Qualifications are to be determined by the Company upon consultation with the Union. The Company may utilize job-related testing to determine qualifications, aptitude or ability to be selected for a job. Once a vacancy has been filled, the posting shall become void. The vacancy shall be posted on Wednesday (a.m.) and removed the following Wednesday (a.m.). The selected employee shall begin work on the permanent job the following Monday following receipt of the results of qualification testing, if any. Employees who receive a limited position permanent job shall not be allowed to post for temporary jobs. When a reduction in a department occurs, employees will be reassigned according to last in, first out basis. It is understood that when an employee's permanent job reopens, he shall be assigned to the job.

There shall be one posting board for temporary vacancies. A temporary vacancy occurs:

- (a) when an employee is absent, on vacation, on lay off, or on a leave of absence;
- (b) when the Company requires temporary reassignment of employees for a period not to exceed sixty (60) calendar days for assembly, and thirty (30) calendar days for other positions, except by agreement between the Company and the Union Committee these day periods may be extended.

Employees interested in filling these vacancies may do so by signing their name and the date on the posting board in the Human Resources Office. Employees must be qualified for any temporary posting they sign for, the company will not engage in training for temporary positions. Beginning each calendar year, employees will have the first fifteen (15) calendar days of January to sign their names. This sign up sheet will be reviewed immediately after January 15th by the Union Committee and the Company. The list will be utilized within seven (7) calendar days of being finalized, this term may be extended by mutual agreement when employee training is required. Employees with an excused absence during the signing period shall have five (5) calendar days to sign after returning to work. Employees being recalled from lay off will have five (5) calendar days to sign after returning to work, providing they had not signed prior to lay off during that calendar year. New employees will have five (5) calendar days to sign after the last day of their probationary period. Once an employee signed his name it will remain on the board for the current calendar year unless the employee requests to have his name removed. An employee may hold only one temporary job in a calendar year. Employees who refuse a temporary job will have their names removed from the job he refused, and all other jobs he signed for, the balance of that year except for a valid reason agreed to by the Company and the Union Committee.

If there is only one shift working, employees with the most seniority, after combining the shifts, would receive the job he signed for on the temporary board if needed.

If an employee on the temporary posting list is currently working overtime and it is agreed upon between the company and union representation that the employee is engaged in a critical operation and there is no qualified back up available, such employee is considered unavailable.

Section 8. Promotions shall be based on seniority, ability and qualifications. The Company may utilize job-related testing in determining qualifications and ability. Ability and qualifications being sufficient, seniority shall prevail.

Section 9.

(a) Classifications requiring additional employees, and there are employees laid off in other classifications, these laid off employees shall be offered the job by plant seniority on a one time basis before new employees are hired provided that the employee is qualified to perform the work. Qualifications to be determined by the Company upon consultation with the Union.

(b) Recalled employees in any classification accepting these jobs will be on trial for a period not to exceed thirty (30) calendar days. They will enter the progression schedule at the starting rate. This rate may be adjusted by agreement between the Company and the Union Committee during the thirty (30) calendar day probationary period.

(c) These employees must work in the new classification for a period of one (1) year. They may relinquish their seniority in this classification before their thirty (30) calendar day probationary period ends. They will hold seniority in their former classification for the one (1) year of work. If they are laid off before the one (1) year of work they will return to their former classification until recalled to their new classification to complete the one (1) year of work. If they would be on lay off in their former classification, they would hold both seniorities until recalled in either classification. They then must decide which classification to keep.

Section 10. When additional employees are needed temporarily in another classification, and there are not employees laid off in the classification, loaners may be employed. Loaners may be obtained from other classifications by agreement of the employee, the Company and the Union Committee. Employees accepting these jobs must have seniority to be working in their own classification while working as a loaner. Please refer to Overtime, Article VI, Section 5(b) for loaner overtime provision.

Section 11. Due to industrial causes, employees no longer able to perform their regular duties shall be assigned to work they are capable of performing within their classification. In the event the Company cannot provide such work then the Company shall provide medical, dental, sickness and accident, and life insurance coverage on the same basis as for active employees. Such employee is to receive holiday pay for all remaining paid holidays for the year in which he is laid off. He will also be eligible for benefits under Article XV and XVI.

Upon satisfactory proof to the Company and the Union Committee, employees no longer able to perform their regular duties will be offered work in another classification. If they accept the job, they will be credited with three-fourths (3/4) of their seniority in the new classification, and they shall relinquish their seniority in their former classifications. His rate may be adjusted by agreement between the Company and the Union Committee.

If a present classification is eliminated because of change of operations in the plant, those employees in that classification will be given three-fourths (3/4) of their seniority in the Fabrication classification.

Section 12. Employees who have reached the retirement age and there is no work they feel they are able to perform as provided for in Section 11 of this Article may, by agreement of the Company and the Union Committee, be laid off until there is work they can perform, providing they maintain their seniority.

**GRIEVANCE PROCEDURE**  
**ARTICLE XI**

Section 1. The Union shall have a Grievance Committee of not less than three (3) members and not more than five (5) members. The Company shall recognize this Committee for the purpose of handling grievances. It is further agreed that a Representative of the Union shall have the right of becoming a part of the Union Committee at all times for the purpose of assisting in the handling of grievances or administration or application of the agreement. Stewards and Grievance Committee members may leave their work area without loss of time. Such time will be devoted to the prompt handling of contractual business. Before leaving their job, they shall first inform their Supervisor. Time limits for Union business for 'on the shop floor', would be limited to three (3) hours per work week plus one (1) hour for Saturday and plus one (1) hour for Sunday worked as per Article XI, Section 2, Step 1, for the Bargaining and Grievance Committee Members. Any grievance procedure started more than five (5) working days after the employee gained knowledge of the event giving rise to the grievance is invalid and shall not be considered under the grievance and arbitration procedure.

Section 2.

Step 1. Any employee or group of employees, with a Bargaining Committee Member or a Shop Steward of their choice, to handle a specific grievance with a Supervisor, shall first take the grievance up with their Supervisor who will attempt to adjust it within three (3) working days. The Supervisor will send for the Grievance Committee Person without undue delay.

Step 2. If the matter is not resolved in Step 1, the grievance shall be reduced to writing and submitted to the Supervisor within seven (7) calendar days. The grievance shall be drafted on the official grievance form, dated, signed by a Union Representative and the Supervisor or the appropriate responsible Company Personnel. The written response from the Supervisor must be returned to the Union Representative within seven (7) calendar days.

Step 3. If the matter is not resolved at Step 2, the Grievance Committee shall meet within seven (7) calendar days of the date of the completion of Step 2 or the date of the intent to dispute a discharge (Section 6) with the Supervisor, Plant Manager and the Human Resources Manager. A reply shall be given to the Grievance Committee within seven (7) calendar days of their last meeting. In the event the grievance is not settled, it shall proceed to Step 4.

Step 4. Either party shall have the right to submit said grievance to arbitration in the manner provided for in Section 3 if the aggrieved party should so desire. Unless arbitration is requested within thirty (30) calendar days after Step 3, all rights to arbitration will be waived. In the event the grievance is not resolved in step three (3) and is moved to the arbitration procedure in step four (4) either party may request a meeting with the Federal Mediation Conciliation Commissioner to attempt to resolve the grievance prior to arbitration, without cost to the Company.

Grievance procedure time limits may be extended by mutual agreement of the parties set forth in writing.

Section 3. Grievances submitted to arbitration shall be referred to an impartial arbitrator. The arbitrator shall not have the power to add or to subtract from or to modify any terms of this agreement or any agreement supplemental hereto. The decision of the arbitrator shall be final and binding on both parties. A second list of arbitrators may be requested from the Federal Mediation and Conciliation Service if either side feels the first list is unacceptable.

Section 4. In cases requiring arbitration, the services of the Federal Mediation and Conciliation Service shall be used.

Section 5. The cost of the arbitrator shall be shared equally.

Section 6. In case of discharge for cause, the Company shall notify the Grievance Committee, in writing, within twenty-four (24) hours, excluding Saturday, Sunday and holiday hours, stating reason for such discharge.

Should the Grievance Committee desire to dispute such discharge, the Grievance Committee shall notify the Company, in writing, of this intent within forty-eight (48) hours, excluding Saturday, Sunday and Holiday hours, after notice of the discharge to the Union. Such dispute is to be handled in accordance with the regular grievance procedure commencing with Step 3.

Section 7. Conference between the Company and the Grievance Committee shall be held during working hours without loss of pay to the members of the Grievance Committee.

Section 8. When the Company has a meeting with an employee that may result in disciplinary action to the employee, the Union Representative must be present before any questioning can take place.

## **SUPERVISION** **ARTICLE XII**

Section 1. Supervisory employees shall perform no work except for the purpose of demonstrating, instruction and checking work performed by other employees.

Section 2. Employees assuming Supervisory positions shall be on leave of absence and shall retain their employee status for a trial period not to exceed one hundred eighty (180) cumulative days provided they remain members in good standing in the Union.

Section 3. The term "classification" shall mean classification as contained in the seniority list.

Section 4. Two (2) maintenance workers in charge of starting the compressors shall begin thirty (30) minutes earlier than the rest of the shift and shall leave thirty (30) minutes earlier.

Section 5. Any written warning or suspension will be removed from the employee's file after a period of five (5) years providing no other similar warnings or suspensions are on file.

## **SAFETY, SANITATION AND MISCELLANEOUS** **ARTICLE XIII**

Section 1. The Company shall provide all safety devices as required by the health and safety regulations of the State of Wisconsin and the United States Department of Labor. The Company and the Union shall cooperate to instruct employees in the use of Safety Devices.

Section 2. The Company shall provide and maintain such safety and sanitary needs as are necessary to protect and preserve the health and welfare of the employees. All toilets and wash rooms shall be kept in a clean and sanitary condition, properly heated and ventilated, and suitable quarters with heat shall be provided for the employees to change and dry their clothes and eat their lunch.

Section 3. When burning, welding or similar work that produces hazardous fumes is necessary in confined spaces, these spaces shall be adequately ventilated or protective equipment furnished to safeguard employees. When employees are required to work in closely confined space containing hazardous fumes and which cannot be adequately ventilated and where proper protective equipment is not available, safe time limitation shall be established by agreement between the Company and the Union Committee.

Section 4. The Company shall provide adequate Ambulance and First Aid Service for employees on all shifts. Present local facilities in the community for the purpose of this agreement shall be considered adequate.

Section 5. Recognition of posted general safety rules and regulations is agreed by both parties and violation of such rules and regulations shall be reported to the Supervisor and an Investigation Committee Member, who will immediately investigate and shall refer or prescribe action to eliminate hazards.

A Central Safety Committee shall be established that meets monthly on Company time. The main committee and sub committees shall consist of Union and Company representatives. Chairpersons for both the main and sub committees must consist of one union and one company representative.

Section 6. The Company shall provide three (3) bulletin boards for the use of the Union and three (3) bulletin boards for miscellaneous use of the employees for personal items such as: For Sale, Wanted, and etc.

Section 7. International Union Representatives shall have access to the Plant or premises of the Company upon making proper request for such permission. International Officers and duly authorized Representatives of the Union shall be admitted to the Plant or the Company by applying for permission at the office of the Company providing they do not interfere with or cause employees to neglect their work, during the term of any collective bargaining agreement.

Section 8. National Guardsmen or ready or organized Reservists shall be entitled to automatic excused absence to attend required training sessions. This leave shall be counted as time actually worked in the employ of the Company for the purpose of seniority, vacations and all other benefits provided by this agreement.

Section 9. Employees entering the Armed Forces shall be considered on a leave of absence, during his term of service.

Section 10. Each calendar year the Company will pay an allowance of \$220 effective January 1, 2006 for clothing and tools. In the event an employee is recalled in mid-year and has missed the January payment for clothing and tool allowance, the first paycheck will include the payment.

New employees will be allowed the full clothing and tool allowance following the completion of their probationary period.

The Company will provide one (1) pair of prescription safety glasses (frame and lenses) per calendar year. These glasses must be ordered through the Company. The cost of replacement lenses or frames must be paid by the employee.

The Company will provide Personal Protective Equipment at no cost to employees, to the extent required by law.



Section 11. The Company will stock three (3) sets of leathers to be used for gouging operations only.

Section 12. In the event there is a change to the metric system of measuring, the Company will provide the necessary tools and training that may be needed by any affected employee.

Section 13. Reference in this agreement to male or female persons shall mean either gender.

Section 14. Labor and Management support the concept of a drug free workplace.

**MEDICAL AND DENTAL BENEFITS**  
**ARTICLE XIV**

Section 1. (a) The Company will offer medical and dental insurance, subject to the terms of this Agreement. Employees may elect medical coverage, dental coverage, or both. The Company will contribute 80% of the applicable single or family premiums. The employee will contribute up to 20% of the applicable single or family premiums, applied to a premium amount not to exceed 12% of the prior annual monthly premium or the actual increase or decrease, whichever is lower, established on January 1 of each year.

**EMPLOYEE (FAMILY) RATES—Option One**

	<u>Eff Date</u>	<u>Medical</u>
Option 1	1/1/12	\$370.70
Option 2	1/1/12	\$100.00

**EMPLOYEE (SINGLE) RATES**

	<u>Eff Date</u>	<u>Medical</u>
Option 1	1/1/12	\$144.81
Option 2	1/1/12	\$ 40.00

Effective January 1, 2013, Option 2 deductible will change from \$1000 to \$1250 single, \$3000 to \$3750 family, office visit will change from \$25.00 to \$30.00 per visit. The premium split will be 8% employee, 92% employer. Beginning January 1, 2014, the yearly increases will not exceed 12% up to an employee share of 10% total premium.

The Annual Maximum Benefit per Calendar Year for dental coverage will be \$1,000. Effective each January 1 the employee portion will equal 30% of the applicable single or family premiums and the Company portion will equal 70% of the applicable single or family premiums.

EMPLOYEE (FAMILY) RATES

<u>Eff Date</u>	<u>Dental</u>
1/1/12	\$22.78

EMPLOYEE (SINGLE) RATES

<u>Eff.Date</u>	<u>Dental</u>
1/1/12	\$8.66

- (b) The Company may use self-funding, insurance or a combination of both to fund these benefits. The Company may select the third party administrator or insurance company to provide benefit levels that are substantially comparable as compared to the existing benefits. Benefits are defined in this section to only be those listed scheduled procedures provided in the insurance plan. Benefits shall not include other matter such as the determination of preferred providers, and or other administrative matters.

Section 2. Under the Group Plan, the Company agrees that the following conditions will prevail regarding the coverage of such plan.

- a. The Company will continue medical and dental coverage for one full month for laid off employees. The employee will be required to continue paying the active employee share of the monthly premium. Following the first full month, the employee will be offered COBRA Continuation Coverage to continue their medical and/or dental coverage for up to 18 months by paying the full monthly premium.
- (1) If an employee returns to work on or before the 15th of any one month, the employee will receive credit for that month in the amount due.
- (2) If an employee returns to work after the 15th of any one month, the employee will not receive credit for that month.
- b. If an employee quits or is discharged for proper cause, or withdraws or is suspended from the Union, the employee's group insurance shall terminate on the last day of the month in which the employee quits, is discharged or suspended.
- c. Employees who become disabled due to industrial causes or off the job injury will be entitled to keep their insurance in force on the same basis as active employees while covered by the requirements of the Federal Family and Medical Leave Act.

- d. Employees who become disabled due to illness or non-occupational injury and are unable to perform any type of work will be entitled to continue their medical and/or dental coverage on the same basis as active employees for four (4) months. After four (4) months, the employee will be offered COBRA Continuation Coverage to continue their medical and/or dental coverage for up to 18 months (possibly 29 months – see COBRA regulations) by paying the full monthly premium.
- e. Retirees
  - (1) It is agreed that the Company provide a medical and/or dental plan for retired employees and/or their dependents until covered by the Federal Medicare Program. Upon reaching the age of 65, husband or wife or both will receive Medicare and be canceled from group insurance.
  - (2) Any other employee who retires between the ages of 58 and 65 with 15 years continuous service at Kewaunee Fabrications may purchase hospital and medical insurance at 100% of the cost to the employee.
  - (3) Except as provided above, no other employee shall be entitled to retiree insurance.
- f. The medical and/or dental benefits cover all employees, except employees on a non-medical leave of absence that is greater than 30 days and does not meet the requirements of the Family Medical Leave Act. Medical and/or dental benefits terminate when the employee exceeds the 30 day leave of absence and then will be offered COBRA Continuation Coverage for up to 18 months by paying the full monthly premium.
- g. The Union shall be furnished a plan document or insurance contract describing the medical and dental plan benefits.
- h. If an employee dies the surviving spouse will be offered COBRA Continuation Coverage for up to 36 months.
- i. The Company will comply with current state and federal laws regarding insurance continuation for employees and dependents.
- j. The Company will reimburse any employee for the actual registration fees, up to Two Hundred Dollars (\$200.00) for attendance at any American Lung Association Program or American Cancer Society Program to stop smoking.

- k. The Company will maintain a tobacco free workplace on all Company premises except that the Company will allow smoking in employee vehicles and designated outdoor smoking areas on Company property so long as cigarettes are extinguished and discarded in proper containers. i.e., no littering or mess. Smoking permitted only before or after shift or at scheduled lunch breaks or rest period. No chewing or spitting at any time or in any place.
- l. A report of physical examinations and any laboratory tests made by physicians acting for the Company will be given to the personal physician of the individual employee involved upon the written request of the employee.

**SICKNESS AND ACCIDENT BENEFITS**  
**LIFE AND AD&D INSURANCE**  
**ARTICLE XV**

The Company agrees to maintain a Sickness and Accident Plan that pays:

\$270 per week

The weekly benefit rate is for twenty-six (26) weeks after the first (1st) day of accident or third (3rd) day of illness, however, if any employee is ill seven (7) days or more the first (1st) three (3) days will be paid for only upon verification by a doctor.

(Note: The Sickness and Accident payment will be made through the Company with appropriate tax deductions required by law.)

The Company agrees to maintain a 'Life Insurance Plan' that will pay \$20,000.00 for ordinary death and \$20,000.00 for accidental death.

The Company will pay 100% of the cost for each bargaining unit employee who comes under this Plan.

The Coverage under this plan of protection would terminate on the date the employee's employment terminated.

If an employee has been laid off and returns to work, the Sickness and Accident Benefits, Life and AD&D coverage would become effective on the date they return to work.

The Union shall be furnished a plan document or master policy covering the present Sickness and Accident Benefit policy and any changes thereon.

**401(k) PLAN AND PENSION TRUST**  
**ARTICLE XVI**

Section 1. It is agreed that \$1.00 per hour will be paid into the Boilermaker-Blacksmith National Pension Trust by the Company for (1) all hours worked, (2) paid holiday, vacation, and funeral leave hours, (3) time off for Union business and (4) time lost due to illness or injury compensable under Worker's Compensation laws. The contribution rate shall be increased \$.05 per hour to \$1.05 effective January 1, 2009 and increased another \$.05 per hour to \$1.10 effective January 1, 2010 and increased to \$1.15 per hour effective January 1, 2011.

Upon ratification of this agreement, it is agreed that the Company will pay an additional \$.10 to be utilized as part of the Minimum Contribution Rate which includes the 9/30/2008 contribution rate plus the Non-Accruing Contribution for 2012. Effective January 1, 2013 this amount will be increased by \$.05. Effective January 1, 2014 this amount will be increased by \$.05. There will be no increase in 2015. Effective January 1, 2016 Kewaunee Fabrications agrees to pay an additional \$.05 for a total of \$.25 to be utilized as part of the Minimum Contribution Rate. At such time that there is no Minimum Contribution Rate, or the pension achieves green status, these amounts may revert to wages.

Section 2. The Company may continue the 401(k) Plan according to the terms of the Plan Document and will make the following improvements:

- (a) Employees can join the Plan as soon as administratively practicable after hire date;
- (b) Employees can contribute from 2% to 100% of compensation; and
- (c) The Company matching contribution will be increased to 25% of employee contributions up to 6% of compensation.

Section 3 The Memorandum of Understanding dated February 10, 2011 regarding Supplemental Non-Accruing Contributions shall be extended beyond 2014 if required by the plan.

**CONTINUOUS IMPROVEMENT PROCESS**  
**ARTICLE XVII**

The Union agrees to cooperate with the Company to improve and expand the Company's business, and to aid in keeping and bringing jobs to Kewaunee Fabrications, LLC. All employees agree to cooperate and fully support the Continuous Improvement Process at Kewaunee Fabrications, LLC to the best of their ability.

**DURATION AND TERM**  
**ARTICLE XVIII**

This agreement is effective on May 8, 2012 and shall continue in full force and effect until May 1, 2017.

This agreement shall continue from year to year thereafter unless notice of desire to terminate is given in writing by registered or certified mail by the party requesting termination at least sixty (60) days prior to the expiration date or any subsequent expiration date.

IN WITNESS WHEREOF, the parties have signed this agreement this (insert signature date).

KEWAUNEE FABRICATIONS, LLC.  
A WHOLLY OWNED SUBSIDIARY  
OF OSHKOSH CORPORATION

LOCAL LODGE NO. 487 OF THE  
INTERNATIONAL BROTHERHOOD  
OF BOILERMAKERS, IRON  
SHIPBUILDERS, BLACKSMITHS,  
FORGERS, AND HELPERS, AFL-CIO

By

\_\_\_\_\_  
Dan Kaltenbaugh

\_\_\_\_\_  
David Schmidt

\_\_\_\_\_  
Jackie Nystrom

\_\_\_\_\_  
Jodie Larsen

\_\_\_\_\_  
Robert Johnson

By

\_\_\_\_\_  
Mark Wautelet

\_\_\_\_\_  
John Zielonka

\_\_\_\_\_  
Larry Gallenberger

## **SIDE BAR AGREEMENT**

Kewaunee Fabrications, LLC and Local 487

1. It is the intent that employees are not to leave their work location on Union business. Any employee requesting a Union Representative shall contact a Supervisor, who shall without undue delay get the Union Representative.
2. Any employee who is transferred to a third shift and the third shift job would be later discontinued, this employee would have the right to go back to their original shift they came from.
3. Cleaning work in non-production areas may continue to be performed by a contractor selected by the company so long as the current Janitor (Sweeper) is retained and when he leaves employment, this job is reposted and maintained.
4. The Company may continue to use temporary employee services provided:
  - A. Such use does not create a layoff.
  - B. Such use does not diminish overtime opportunities.
  - C. The Company does not avoid consideration of qualified applicants for the job.
5. The job title of CNC Beveler will remain in the fabrication classification. It is understood that the G&L Machine in the initial processing department will be used primarily for beveling and will be manned by an employee in the fabrication classification.

In an instance where the machine is used for work other than beveling (i.e. drilling, tapping, etc.), a machinist will be assigned to perform these operations.

6. Co-op Program to remain in effect with all memos pertaining to such program to remain in force.

7. Use of the Porta Matic machine shall be within the machinist classification. Exceptions to this would be rework, drilling of single holes, jobs not exceeding thirty minutes, could be performed in the fabrication classification.
8. The parties agree to engage in discussion regarding a flexible Friday work schedule to include up to 4 hours time off in lieu of overtime worked in current week. Such discussion will begin within 18 months of January 27, 2012 and will address employee desire for flexibility, legal implications as well as administrative processes. Any agreement obtained by the parties regarding this topic will be memorialized via a Memorandum of Understanding.

Approved:

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Mark Wautelet  
President  
Local 487  
May 8, 2012

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Jackie Nystrom  
Human Resources Manager  
Kewaunee Fabrications  
May 8, 2012



## **JOB TITLES AND PAY LEVELS**

<u>Group</u>	<u>Job Title</u>	<u>Pay Level</u>
INITIAL PROCESSING	“A” Initial Processor (Brake Press)	I
	“A” Initial Processor	II
	CNC Beveler	II
	“B” Initial Processor	II
	“B” Initial Processor-Burner	II
	“B” Initial Processor-Beveler	III
	“B” Initial Processor-Saw	III
	“C” Initial Processor	IV
ASSEMBLY	Assembler A	II
	Assembler B	III
WELDING	Setup Welder	I
	“A” Welder	I
	“B” Welder	II
	Straightening Mechanic	II
MACHINING	Boring Bar Operator Machinist	I
	CNC Machinist	I
	Tool Crib Attendant	II
	General Machinist	II
METAL PREP/PAINT	Aerial Finisher	I
	Painter	II
	Metal Preparation (Washer)	III
	Metal Preparation (Blaster)	IV
SUPPORT	Inspector (Level I)	I
	Maintenance (Electrical & Electronic)	I
	Maintenance (Mechanical & Electrical)	I
	Inspector (Level II)	II
	Material Handler (Steel Yard)	I
	Semi-Truck Driver	I
	Material Handler (Forklift)	III
	Maintenance (General)	V
	Janitorial	V
	Receiving Clerk	II

## WAGE SCHEDULE

1. The Company proposes the following Wage Schedule effective upon ratification

Pay Level	Start	Step 1	Step 2	Step 3	Top Rate
V	\$15.69	\$16.19	\$16.69	\$17.19	\$17.69
IV	\$16.69	\$17.29	\$17.89	\$18.49	\$19.19
III	\$17.69	\$18.39	\$19.09	\$19.79	\$20.59
II	\$19.09	\$19.79	\$20.69	\$20.94	\$21.24
I	--	--	\$20.94	\$21.24	\$21.69

5/06/2013 Pay Rates					
Pay Level	Start	Step 1	Step 2	Step 3	Top Rate
V	\$16.01	\$16.51	\$17.01	\$17.51	\$18.01
IV	\$17.01	\$17.61	\$18.21	\$18.81	\$19.51
III	\$18.01	\$18.71	\$19.41	\$20.11	\$20.91
II	\$19.41	\$20.11	\$21.01	\$21.26	\$21.56
I	---	---	\$21.26	\$21.56	\$22.01

5/05/2014 Pay Rates					
Pay Level	Start	Step 1	Step 2	Step 3	Top Rate
V	\$16.34	\$16.84	\$17.34	\$17.84	\$18.34
IV	\$17.34	\$17.94	\$18.54	\$19.14	\$19.84
III	\$18.34	\$19.04	\$19.74	\$20.44	\$21.24
II	\$19.74	\$20.44	\$21.34	\$21.59	\$21.89
I	---	---	\$21.59	\$21.89	\$22.34

5/04/2015 Pay Rates					
Pay Level	Start	Step 1	Step 2	Step 3	Top Rate
V	\$16.67	\$17.17	\$17.67	\$18.17	\$18.67
IV	\$17.67	\$18.27	\$18.87	\$19.47	\$20.17
III	\$18.67	\$19.37	\$20.07	\$20.77	\$21.57
II	\$20.07	\$20.77	\$21.67	\$21.92	\$22.22
I	---	---	\$21.92	\$22.22	\$22.67

5/02/2016 Pay Rates					
Pay Level	Start	Step 1	Step 2	Step 3	Top Rate
V	\$17.12	\$17.62	\$18.12	\$18.62	\$19.12
IV	\$18.12	\$18.72	\$19.32	\$19.92	\$20.62
III	\$19.12	\$19.82	\$20.52	\$21.22	\$22.02
II	\$20.52	\$21.22	\$22.12	\$22.37	\$22.67
I	---	---	\$22.37	\$22.67	\$23.12

Employees move to the next highest step at six (6) month intervals.

Employees engaged in aluminum production welding shall be paid a premium of fifty cents (\$0.50) an hour. Premium pay is paid only while the employee is engaged in that premium activity. Premium pay is based on 8-hour minimum increments.

2. The job title of each employee shall be determined by the Company based on Skill Based Pay System criteria. Skill Based Pay System administration will follow the Plant Wage Structures document dated February 23, 2000.
3. Employees awarded a limited position due to a job posting, would go to the pay level of that job and to the wage step which would be next higher than their current pay level. (Memo February 5<sup>th</sup> 2003)
4. Across-the-board wage increases are proposed for the following dates:

2/1/2012	5/06/2013	5/05/2014	5/04/2015	5/02/2016
\$0.42	\$0.32	\$0.33	\$0.33	\$0.45

\$500.00 one-time ratification bonus per employee to be paid effective February 1, 2012.

5. Employees move to higher Pay Levels by seniority provided (a) the employee is qualified for the job and (b) there is a vacancy in the job.

### **PAST PRACTICES TO BE CONTINUED**

The only practices which will continue in effect are listed below. No other “practices” will be binding between the parties notwithstanding what may have been done in the past.

1. Employees will be paid one (1) hour for absences due to participation in fire fighter or ambulance call volunteer work.
2. The Company will continue to pay schooling pay, tuition and mileage.
3. There will be a three (3) minute grace period at the beginning of shifts for pay purposes only. Starting time practices will apply according to the May 31, 1996 memorandum.
4. There shall be a twenty (20) minute clean-up period for the painter/blaster.
5. All blasters will continue to receive gloves, protective suits and boots.

6. Welders will receive gloves and coveralls when engaged in painting.
7. Painters will receive leather gloves as needed.
8. Truck drivers and yard crew shall receive rain gear.
9. Plasma machine crew and slab men shall receive boots as needed.
10. The Company will continue direct deposit for up to two (2) financial institutions of the employee's choice for payroll direct deposit.
11. Employees will receive flowers when hospitalized.
12. Outside workers will be given helmet liners during cold weather.
13. Employees who take medical physicals during the shift shall be paid for the time and will be paid overtime outside of the shift if the Company so requests.
14. Christmas gifts shall be discretionary with the Company.
15. Saw operator will receive gloves as needed.
16. Employees shall receive aspirin and Tylenol when needed.
17. Outside Crew (Yard Crew) shall receive gloves as needed.
18. The Company shall replace old or broken tools, both Company owned and personal.
19. Employees shall be given their choice of service award gift from the Company's Service Award Vendor after twenty-five (25) years.
20. Employees may buy scrap steel and wood at cost, or free.
21. Employees shall receive time off to donate blood. One (1) hour paid.
22. The practice on the sequence of posted jobs when employees work overtime shall continue.
23. Permanent posted employees shall be used before temporary employees.
24. The Memorandum of 10/24/88 is okay. (Guideline for employees going to school).

25. Parking lot snow plowing will be performed by an outside contractor using its own equipment or the Company using bargaining unit yard crew employees; the Company's yard shall be plowed by bargaining unit yard crew employees. When qualified bargaining unit crew employees are not available or decline to report for plowing, the company may utilize the outside contractor services.
26. Customer truck drivers shall be allowed to assist in unloading customer's trucks, but not allowed to use Company equipment.
27. The Union committeemen shall be allowed to attend Union/Company meetings during an opposite shift and receive equal time off during shift.
28. Union/Company meetings shall be paid for at overtime rates after 3:00 p. m.
29. Overtime will be paid for Company/Union approved business when the full regular shift is not worked.
30. Snow Storm: Employees will not be charged with occurrences when schools are announced closed in the Kewaunee Fabrication employee commuting areas due to snow storms. In the event that area schools would announce closings during the workday, employees may elect to go home without an occurrence. Should a major storm situation arise on the second shift(s), employees who call in related to weather conditions and do not report on second shift, will be excused in the event other 2<sup>nd</sup> shift employees who reported to work were allowed to go home due to snow conditions.